IMAGED 934 PAGES
ON 4-2-09
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 24, 2009
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Prestage.

3. Approve minutes of regular meeting held on March 17, 2009.

4. Public Comments regarding the Agenda and Announcements.

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 Sunrise Meadows, Section 1 and Section 2, Precinct 1.
   B. Acceptance of the traffic control plan for Parkway Oaks, Section 3 and Section 5, Precinct 3.
   C. Acceptance of the traffic control plan for Ricefield Road, Precinct 1.
   D. Acceptance of the revised traffic control plan prohibiting overnight parking of commercial motor vehicles, in the Westpark Lakes Subdivision, pursuant to Texas Transportation Code Ann. §545.307, Precinct 3.

CONSENT AGENDA ITEMS 6 - 15

6. **OUT OF STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   A. Auditor: Ed Sturdivant to San Diego, California, April 19-23, 2009, to attend the Lawson Users Conference. (Fund: Auditor, Travel)
   B. Sheriff's Office: Mike Kubricht and Art Zarosky to San Diego and El Centro, California, March 24-25, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

7. **COUNTY JUDGE: Record into Minutes the Public Official Bond for Robert L. Perez, Treasurer of the Board of Commissioners for Harris-Fort Bend Emergency Services District No. 100 for the period of January 1, 2009 through January 1, 2010.**

8. **BUDGET OFFICER: Approve the Quarterly County Investment Report for the First Quarter of Fiscal Year 2009 in accordance with Texas Government Code §2256.023.**

9. **BUDGET TRANSFERS:**
   - **A. <u>County Judge</u>: Approve transfer in the amount of $26 from Travel into Information Technology to allocate additional funds needed due to increased software cost.**
   - **B. <u>Constable, Pct. 1</u>: Approve transfer in the amount of $6,220 as detailed on Constable's report dated March 17, 2009, to allocate funds into correct line item for purchase of mobile workstation, including increased cost of modem.**
   - **C. <u>Tax Office</u>: Approve transfer in the amount of $695 from Office Supplies into Information Technology to allocate funds needed to toggle computers for move to Ransom Road office.**

10. **ENGINEERING:**
   - **A. Approve payment of Invoice No. 09-02-021 (Pay Estimate No. 12) in the amount of $56,400.00 to Kelly Kaluza & Associates, Inc. regarding Professional Engineering and Surveying Services for West Bellfort Paving and Drainage Project (from Martinez Street to Farm Market 1464), Precincts 3 and 4.**
   - **B. Approve payment of Invoice No. CB030539-05 in the amount of $816.35 to Carter & Burgess for actual rates regarding Fort Bend County Mobility Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility Bonds)**
   - **C. Approve payment of Invoice No. 0108166 (Pay Estimate No. 9) in the amount of $6,322.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)**
   - **D. Approve application from Ampro Construction Services, Inc. to construct a driveway tie-in onto Rabbs Ridge Road, Precinct 1.**
   - **E. Approve application from C.E. Barker, Ltd. to bury a 12-inch water line along Spring Green Boulevard, Precinct 3.**
   - **F. Approve application from Paskey Incorporated to construct a driveway tie-in onto Farmer Road, Precinct 3.**
   - **G. Approve application from BNSF Railway to construct a driveway tie-in onto Y U Jones, Precinct 1.**
   - **H. Set public hearing for Sovereign Shores Estates Partial Replat No. 1, Pct. 1. *(Tuesday, April 28, 2009, at 1:00 p.m.)***
   - **I. Set public hearing for The Retreat at Sovereign Shores, Section 1 Partial Replat No. 1, Pct. 1. *(Tuesday, April 28, 2009, at 1:00 p.m.)***

11. FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for payment for projects which have been budgeted and funded by Facility Bonds:

- **A. Pay Application No. 08-00900007 in the amount of $281,276.00 to Bass Construction for construction services regarding the Gus George Academy;**
- **B. Invoice Nos. 10024366R, 10025426, and 10025427 for an amount totaling $547,884.00 to PGAL for professional services regarding the Justice Center;**
- **C. Invoice No. 0088798 in the amount of $29,980.13 to Rosser International, Inc. for services regarding the Jail Expansion;**
- **D. Invoice No. 1661 in the amount of $61,750.00 to Carter Goble Lee LLC for professional services regarding the Jail Expansion;**
- **E. Pay Application No. 3 in the amount of $20,071.80 to Evans Construction for construction services regarding the Dew House Renovation;**
- **F. Invoice No. W29209-1 in the amount of $85,050.00 to McDonald Electric for professional services regarding the South Post Oak Ballpark;**
- **G. Invoice Nos. UT1000109741, UT1000109526, and UT1000110479 for an amount totaling $79,810.68 to Bob Barker Company Inc for furniture, fixtures, and equipment regarding the Jail Expansion;**
- **H. Invoice Nos. 1 and 26 for an amount totaling $3,362.10 to Bailey Architects for services regarding the Needville Service Center;**
- **I. Pay Application No. 08-00300010 in the amount of $153,833.50 to Bass Construction for services provided regarding the Needville Service Center;**
- **J. Pay Application #08-0010009 in the amount of $436,184.57 to Bass Construction for construction services regarding the Tax Assessor/Collector Facility;**
- **K. Invoice No. TMG-441 in the amount of $2,583.38 to The Maddox Group for professional services regarding the Sienna Library;**
- **L. Invoice No. 02-09-5 in the amount of $5,175.00 to TechKnowledge for professional services regarding the Jail Expansion;**
- **M. Invoice No. 08-0231 in the amount of $620.00 to Accessible Design Solutions for professional services regarding the Tax Assessor/Collector Facility; and**
- **N. Invoice in the amount of $23,880.97 to Sienna Plantation Management District for water/sewer services regarding the Sienna Library.**

12. 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 February 19, 2009, and makes the following recommendation to Commissioners Court: Authorize payment of Invoice No. 23 in the amount of $21,407.26 to Carter Burgess for final design of water and sewer system. (Fund: Fort Bend County Fresh Water Supply District No. 1, Fees)

13. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on March 18, 2009, and makes the following recommendation to Commissioners Court:

Treasurer:

A. Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated March 18, 2009, for an amount totaling $5,987.10, of which $3,703.35 is for construction work done on Section B of the Fort Bend Parkway, $1,306.25 for Westpark, Section B, and $977.50 for Grand Parkway, Segment D project. (Fund: Toll Road Authority, Construction)

B. Authorize payment of operations invoices in the amount of $133,915.76 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)

14. PURCHASING:

A. Authorize advertising for bids/proposals/statements of qualifications for the following:

1) Chiller replacement at Fulshear Branch Library;

2) Painting of exterior of Fulshear Branch Library and Missouri City Branch Library; and

3) Design/Build to construct the Medic One Building.

B. Approve the Schematic Design and authorize advertising of bids for construction of the Precinct 3 Service Center.

15. TAX ASSESSOR/COLLECTOR:

A. Record into Minutes the Summary Monthly Report of Property Taxes Collected in February, 2009, as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.

B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 17, 2009, for an amount totaling $76,663.97.

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16. COUNTY JUDGE:

A. Take all appropriate action to adopt Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County

B. Take all appropriate action to adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.

C. Take all appropriate action to adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.

17. COMMISSIONER, PCT. 2:
    A. Take all appropriate action to appoint Thomasine Johnson to Board of Directors of the Missouri City Tax Reinvestment Zone 2 to fill the vacancy created by the resignation of Greyling Poats.
    B. Take all appropriate action on request to transfer the amount of $1,900,000 from General Fund Projects into Precinct 2 Service Center Project, to allocate additional funds required for construction of the Missouri City Annex Building.

18. COMMISSIONER, PCT. 4: Take all appropriate action on Deed conveying 0.3315 acres more or less to Fort Bend County related to Interlocal Agreement for regional improvements regarding Oil Field Road, approved by Commissioners Court on September 3, 2008, Agenda Item 27.

19. AUDITOR: Take all appropriate action on Change Order No. 6 in the amount of $5,500.00 to Lawson Software Americas, Inc. for support services needed for re-coupling of hardware/software. (Fund: Project Renaissance)

20. CONSTABLE, PCT. 2: Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding of three deputy constable positions by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.

21. ENGINEERING: Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Sugar Land for road improvements to University Blvd. North Bridge and University South through Brazos Landing, Mobility Bond Project No. 723, Precinct 4.

22. PUBLIC TRANSPORTATION: Take all appropriate action to authorize County Judge to sign and Transportation Director to submit FY09 Elderly & Disabled Section 5310 Project Grant Agreement, State Project No ED 0905(12), Contract No 51912F7217 to the Texas Department of Transportation to receive Federal funds in the amount of $160,000 and Transportation Development Credits in the amount of $32,000, for use through August 31, 2010, with no local match required.

23. PURCHASING:
    A. Take all appropriate action to approve design/build agreement between Fort Bend County and Crain Zamora to construct four story parking garage pursuant to SOQ #09-042. (Fund: Facility Bond Project)
    B. Take all appropriate action on the following:
        1) Bid #09-039 for furnishings for Sienna Branch Library;
        2) Bid #09-054 for purchase of General Motor repair parts;
        3) Bid #09-055 for construction of West Bellfort paving and drainage improvements from Martinez Street to FM 1464 (Fund: Mobility Bonds); and
        4) Bid #09-060 for trucking services of earthen road materials.

March 24, 2009

FILED FOR RECORD
NO_____ TIME 4:56 A.M. P.M.
MAR 2 0 2009
County Clerk Fort Bend Co. Tex.

24. Approve Bills.

25. Authorize Auditor to pay and release time sensitive bills on April 2, 2009, to be ratified by Commissioners Court on April 7, 2009.

26. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:
§ 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.
Contemplated litigation/settlement offer: United States Department of Justice, Administration of Elections.

27. Reconvene Open Session and consider taking action on the following matters:
§ 551.071. Consultation With Attorney.
Contemplated litigation/settlement offer: United States Department of Justice, Administration of Elections.

28. 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, March 20, 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).

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 24th day of March, 2009.

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 7th day of April, 2009.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 24th DAY of MARCH, 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
SHERRY FISK for DIANNE WILSON	COUNTY CLERK

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

1. **Call to Order.**

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

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

   Invocation and Pledge of Allegiance by Commissioner Prestage.

3. **Approve minutes of regular meeting held on March 17, 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 March 17, 2009.

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

4. **Public Comments regarding the Agenda and Announcements.**

   Service Awards for March were presented to county employees.

   No 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 Sunrise Meadows, Section 1 and Section 2, Precinct 1.**
   B. **Acceptance of the traffic control plan for Parkway Oaks, Section 3 and Section 5, Precinct 3.**
   C. **Acceptance of the traffic control plan for Ricefield Road, Precinct 1.**
   D. **Acceptance of the revised traffic control plan prohibiting overnight parking of commercial motor vehicles, in the Westpark Lakes Subdivision, pursuant to Texas Transportation Code Ann. §545.307, Precinct 3.**

Public hearing held. No public comments.

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

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

CONSENT AGENDA ITEMS 6 - 15

6. **OUT OF STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   A. **Auditor: Ed Sturdivant to San Diego, California, April 19-23, 2009, to attend the Lawson Users Conference. (Fund: Auditor, Travel)**
   B. **Sheriff's Office: Mike Kubricht and Art Zarosky to San Diego and El Centro, California, March 24-25, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

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8. **BUDGET OFFICER: Approve the Quarterly County Investment Report for the First Quarter of Fiscal Year 2009 in accordance with Texas Government Code §2256.023.**

9. **BUDGET TRANSFERS:**
   A. **County Judge: Approve transfer in the amount of $26 from Travel into Information Technology to allocate additional funds needed due to increased software cost.**
   B. **Constable, Pct. 1: Approve transfer in the amount of $6,220 as detailed on Constable's report dated March 17, 2009, to allocate funds into correct line item for purchase of mobile workstation, including increased cost of modem.**
   C. **Tax Office: Approve transfer in the amount of $695 from Office Supplies into Information Technology to allocate funds needed to toggle computers for move to Ransom Road office.**

10. ENGINEERING:

A. Approve payment of Invoice No. 09-02-021 (Pay Estimate No. 12) in the amount of $56,400.00 to Kelly Kaluza & Associates, Inc. regarding Professional Engineering and Surveying Services for West Bellfort Paving and Drainage Project (from Martinez Street to Farm Market 1464), Precincts 3 and 4.

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D. Approve application from Ampro Construction Services, Inc. to construct a driveway tie-in onto Rabbs Ridge Road, Precinct 1.

E. Approve application from C.E. Barker, Ltd. to bury a 12-inch water line along Spring Green Boulevard, Precinct 3.

F. Approve application from Paskey Incorporated to construct a driveway tie-in onto Farmer Road, Precinct 3.

G. Approve application from BNSF Railway to construct a driveway tie-in onto Y U Jones, Precinct 1.

H. Set public hearing for Sovereign Shores Estates Partial Replat No. 1, Pct. 1. ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

I. Set public hearing for The Retreat at Sovereign Shores, Section 1 Partial Replat No. 1, Pct. 1. ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

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I. Pay Application No. 08-00300010 in the amount of $153,833.50 to Bass Construction for services provided regarding the Needville Service Center;

J. Pay Application #08-0010009 in the amount of $436,184.57 to Bass Construction for construction services regarding the Tax Assessor/Collector Facility;

Item 11 continued – Facilities Management and Planning:

K. Invoice No. TMG-441 in the amount of $2,583.38 to The Maddox Group for professional services regarding the Sienna Library;

L. Invoice No. 02-09-5 in the amount of $5,175.00 to TechKnowledge for professional services regarding the Jail Expansion;

M. Invoice No. 08-0231 in the amount of $620.00 to Accessible Design Solutions for professional services regarding the Tax Assessor/Collector Facility; and

N. Invoice in the amount of $23,880.97 to Sienna Plantation Management District for water/sewer services regarding the Sienna Library.

12. 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 February 19, 2009, and makes the following recommendation to Commissioners Court: Authorize payment of Invoice No. 23 in the amount of $21,407.26 to Carter Burgess for final design of water and sewer system. (Fund: Fort Bend County Fresh Water Supply District No. 1, Fees)

13. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on March 18, 2009, and makes the following recommendation to Commissioners Court:

Treasurer:

A. Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated March 18, 2009, for an amount totaling $5,987.10, of which $3,703.35 is for construction work done on Section B of the Fort Bend Parkway, $1,306.25 for Westpark, Section B, and $977.50 for Grand Parkway, Segment D project. (Fund: Toll Road Authority, Construction)

B. Authorize payment of operations invoices in the amount of $133,915.76 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)

14. PURCHASING:

A. Authorize advertising for bids/proposals/statements of qualifications for the following:

1) Chiller replacement at Fulshear Branch Library;

2) Painting of exterior of Fulshear Branch Library and Missouri City Branch Library; and

3) Design/Build to construct the Medic One Building.

B. Approve the Schematic Design and authorize advertising of bids for construction of the Precinct 3 Service Center.

15. TAX ASSESSOR/COLLECTOR:

A. Record into Minutes the Summary Monthly Report of Property Taxes Collected in February, 2009, as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.

B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 17, 2009, for an amount totaling $76,663.97.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-10F and 10H-15.

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

Item 10G pulled.

16. **COUNTY JUDGE:**

A. **Take all appropriate action to adopt Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to adopt Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County.

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

B. **Take all appropriate action to adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.

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

C. **Take all appropriate action to adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.

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

17. **COMMISSIONER, PCT. 2:**

A. **Take all appropriate action to appoint Thomasine Johnson to Board of Directors of the Missouri City Tax Reinvestment Zone 2 to fill the vacancy created by the resignation of Greyling Poats.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to appoint Thomasine Johnson to Board of Directors of the Missouri City Tax Reinvestment Zone 2 to fill the vacancy created by the resignation of Greyling Poats.

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

B. **Take all appropriate action on request to transfer the amount of $1,900,000 from General Fund Projects into Precinct 2 Service Center Project, to allocate additional funds required for construction of the Missouri City Annex Building.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $1,900,000 from General Fund Projects into Precinct 2 Service Center Project, to allocate additional funds required for construction of the Missouri City Annex Building.

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

18. **COMMISSIONER, PCT. 4: Take all appropriate action on Deed conveying 0.3315 acres more or less to Fort Bend County related to Interlocal Agreement for regional improvements regarding Oil Field Road, approved by Commissioners Court on September 23, 2008, Agenda Item 27.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Deed conveying 0.3315 acres more or less to Fort Bend County related to Interlocal Agreement for regional improvements regarding Oil Field Road, approved by Commissioners Court on September 23, 2008, Agenda Item 27.

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

19. **AUDITOR: Take all appropriate action on Change Order No. 6 in the amount of $5,500.00 to Lawson Software Americas, Inc. for support services needed for re-coupling of hardware/software. (Fund: Project Renaissance)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Change Order No. 6 in the amount of $5,500.00 to Lawson Software Americas, Inc. for support services needed for re-coupling of hardware/software. (Fund: Project Renaissance)

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

20. **CONSTABLE, PCT. 2: Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding of three deputy constable positions by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.**

Pulled.

21. **ENGINEERING: Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Sugar Land for road improvements to University Blvd. North Bridge and University South through Brazos Landing, Mobility Bond Project No. 723, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and the City of Sugar Land for road improvements to University Blvd. North Bridge and University South through Brazos Landing, Mobility Bond Project No. 723, Precinct 4.

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

22. **PUBLIC TRANSPORTATION: Take all appropriate action to authorize County Judge to sign and Transportation Director to submit FY09 Elderly & Disabled Section 5310 Project Grant Agreement, State Project No ED 0905(12), Contract No 51912F7217 to the Texas Department of Transportation to receive Federal funds in the amount of $160,000 and Transportation Development Credits in the amount of $32,000, for use through August 31, 2010, with no local match required.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to sign and Transportation Director to submit FY09 Elderly & Disabled Section 5310 Project Grant Agreement, State Project No ED 0905(12), Contract No 51912F7217 to the Texas Department of Transportation to receive Federal funds in the amount of $160,000 and Transportation Development Credits in the amount of $32,000, for use through August 31, 2010, with no local match required.

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

23. **PURCHASING:**

A. **Take all appropriate action to approve design/build agreement between Fort Bend County and Crain Zamora to construct four story parking garage pursuant to SOQ #09-042. (Fund: Facility Bond Project)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve design/build agreement between Fort Bend County and Crain Zamora to construct four story parking garage pursuant to SOQ #09-042. (Fund: Facility Bond Project)

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

Item 23 continued – Purchasing:

B. **Take all appropriate action on the following:**

1) **Bid #09-039 for furnishings for Sienna Branch Library;**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to award Bid #09-039 for furnishings for Sienna Branch Library to Cultural Surroundings for Section 1, Library Designs for Section 2, Buckstaff for Section 3 and A Bargas for Sections 4, 5 and 6.

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

2) **Bid #09-054 for purchase of General Motor repair parts;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-054 for purchase of General Motor repair parts to Finnegan Auto Rosenberg.

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

3) **Bid #09-055 for construction of West Bellfort paving and drainage improvements from Martinez Street to FM 1464 (Fund: Mobility Bonds);**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-055 for construction of West Bellfort paving and drainage improvements from Martinez Street to FM 1464 to Durwood Greene Construction for $4,293,222.30 and 195 working days. (Fund: Mobility Bonds)

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

4) **Bid #09-060 for trucking services of earthen road materials.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-060 for trucking services of earthen road materials to JW Truck and Equipment for all types of material at $2.40 for the first mile and $0.30 for each additional mile per ton.

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

24. **Approve Bills.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $4,854,438.52.

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

25. **Authorize Auditor to pay and release time sensitive bills on April 2, 2009, to be ratified by Commissioners Court on April 7, 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize Auditor to pay and release time sensitive bills on April 2, 2009, to be ratified by Commissioners Court on April 7, 2009.

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

Recess:

Recessed at 1:15 p.m.

26. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
§ 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.
Contemplated litigation/settlement offer: United States Department of Justice, Administration of Elections.

Closed Session:

Convened at 1:29 p.m.
Adjourned at 2:09 p.m.

Reconvene:

Reconvened at 2:09 p.m.

27. **Reconvene Open Session and consider taking action on the following matters:**
§ 551.071. Consultation With Attorney.
Contemplated litigation/settlement offer: United States Department of Justice, Administration of Elections.

No action.

28. **Adjournment.**

Commissioners Court adjourned at 2:10 p.m. on Tuesday, March 24, 2009.

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent Edwards
Human Resources Director

MEMORANDUM

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

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

FROM: Beatrice Galan, Human Resources BG

SUBJECT: March Service Awards

DATE: March 2, 2009

Service Awards will be presented in the Commissioners Courtroom in the William B. Travis Building on **Tuesday, March 24, 2009 at 12:45 p.m.** to the employees listed below. Judge Hebert will announce each recipient and the recipients will have the opportunity to be congratulated by the Judge and each Commissioner.

	Employee LastName	Employee FirstName	Years Of Service	Department Name
1	Anand	Latha	5	Library-First Colony Branch
2	Bonura	Karen	5	Library-Administration
3	Brittain	Dana	5	Library-Katy/Cinco Branch
4	Chernosky	Albert	5	Sheriff-Patrol
5	Cosbey	Jo	5	Information Technology
6	Ferdinand	Kathryn	5	Library-Katy/Cinco Branch
7	Gammon	Larry	5	Sheriff-Patrol
8	Johnson	Dorothy	5	Sheriff-Detention
9	Keim-Baca	Maggie	5	Sheriff-Communications
10	Lacasa	Marta	5	Library-Sugar Land Branch
11	Moreno	Sandra	5	Library-Katy/Cinco Branch
12	Nabors	James	5	Engineering
13	Onda	Tory	5	Sheriff-Detention
14	Palmer	Sandra	5	Library-First Colony Branch
15	Ring	Lynne	5	Library-Youth Services
16	Webb	Stephanie	5	County Court At Law #1
17	Arismendez	Joe	10	Road & Bridge-Crabb
18	Goodwin Jr	Robert	10	Community Supervision & Correc
19	Henry	Angela	10	County Clerk
20	Hines	Wanda	10	District Clerk
21	Leach	Kimberly	10	Sheriff-Detention
22	Mehrens	Nicole	10	County Attorney
23	Rubio	Manuel	10	Juvenile Probation
24	Zatopek	Mark	10	Road & Bridge-Needville
25	Copeland	Stacy	15	Road & Bridge-Needville
26	Kapche	Jeffrey	15	Sheriff-Detective

P.01 9:47 Mar 2 2009 Fax:2813418615

March Service Awards
Page 2

27	Moss	Barbara	15	Information Technology
28	Salinas	Mark	20	Constable Pct 1
29	Sassman	Robin	20	Sheriff-Detention
30	Yerrow	Tim	20	Constable Pct 3
31	Grudziecki	John	25	Drainage District

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

Mar 2 2009 9:47 P.02
Fax:2813418615

5A

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 5, 2009

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

RE: Sunrise Meadow, Section 1 -Traffic Control Plan
Sunrise Meadow, Section 2

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 being scheduled.

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

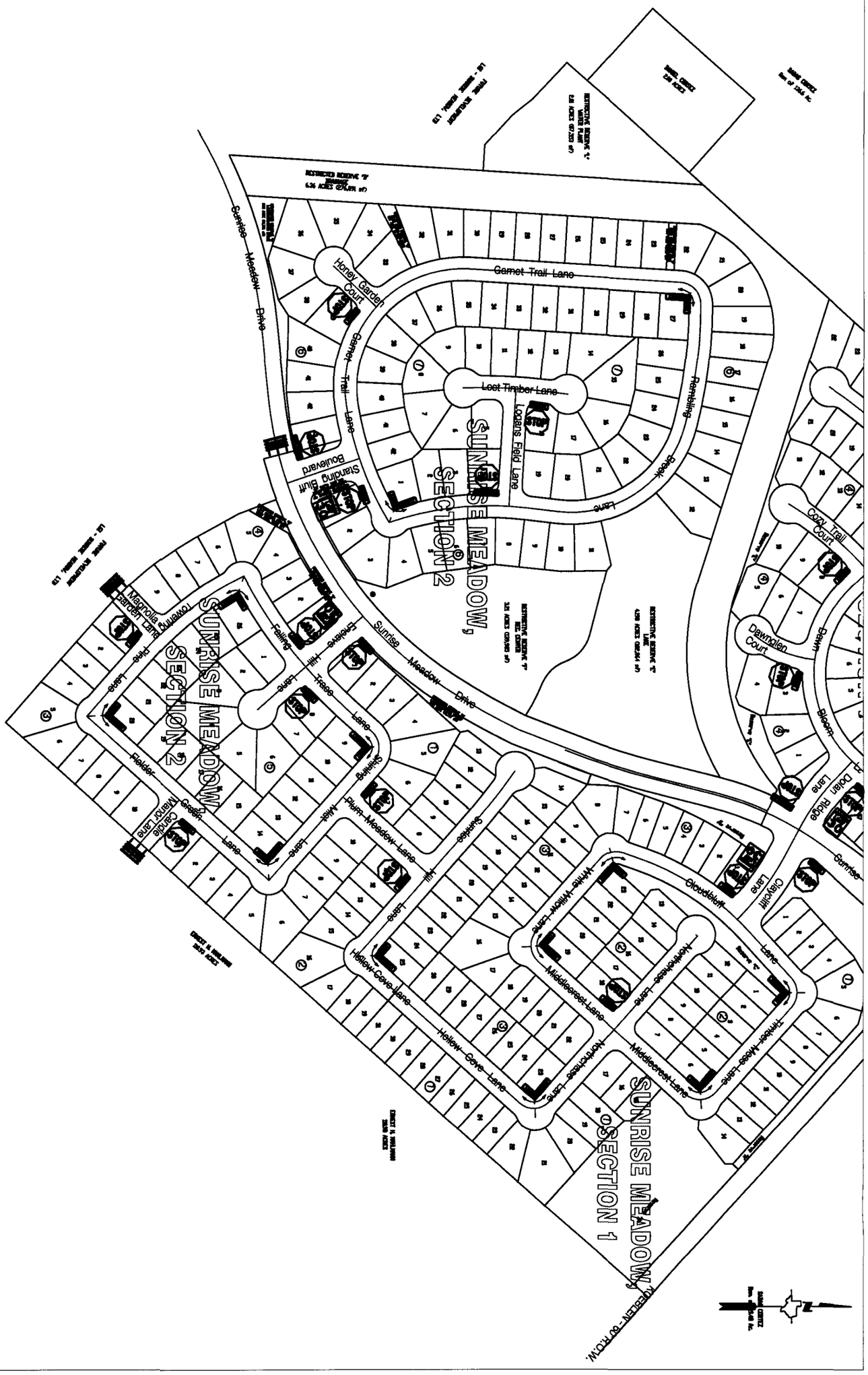
cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



Note:

The purpose of this traffic control plan is to establish traffic control for Sunrise Meadow, Section 1.

Drawn By: L. Brdecka Date: 3-3-09	**Sunrise Meadow, Section 1** **Control Map and** **Traffic Sign Layout**
Approved By: Nathan Hatcher Date: 3-3-09	
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 Sunrise Meadow, Section 2.

Drawn By: L. Brdecka	**Sunrise Meadow, Section 2**
Date: 3-3-09	**Control Map and**
Approved By: Nathan Hatcher	**Traffic Sign Layout**
Date: 3-3-09	
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

March 5, 2009

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

RE: Parkway Oaks, Section 3 -Traffic Control Plan
Parkway Oaks, Section 5

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 being scheduled.

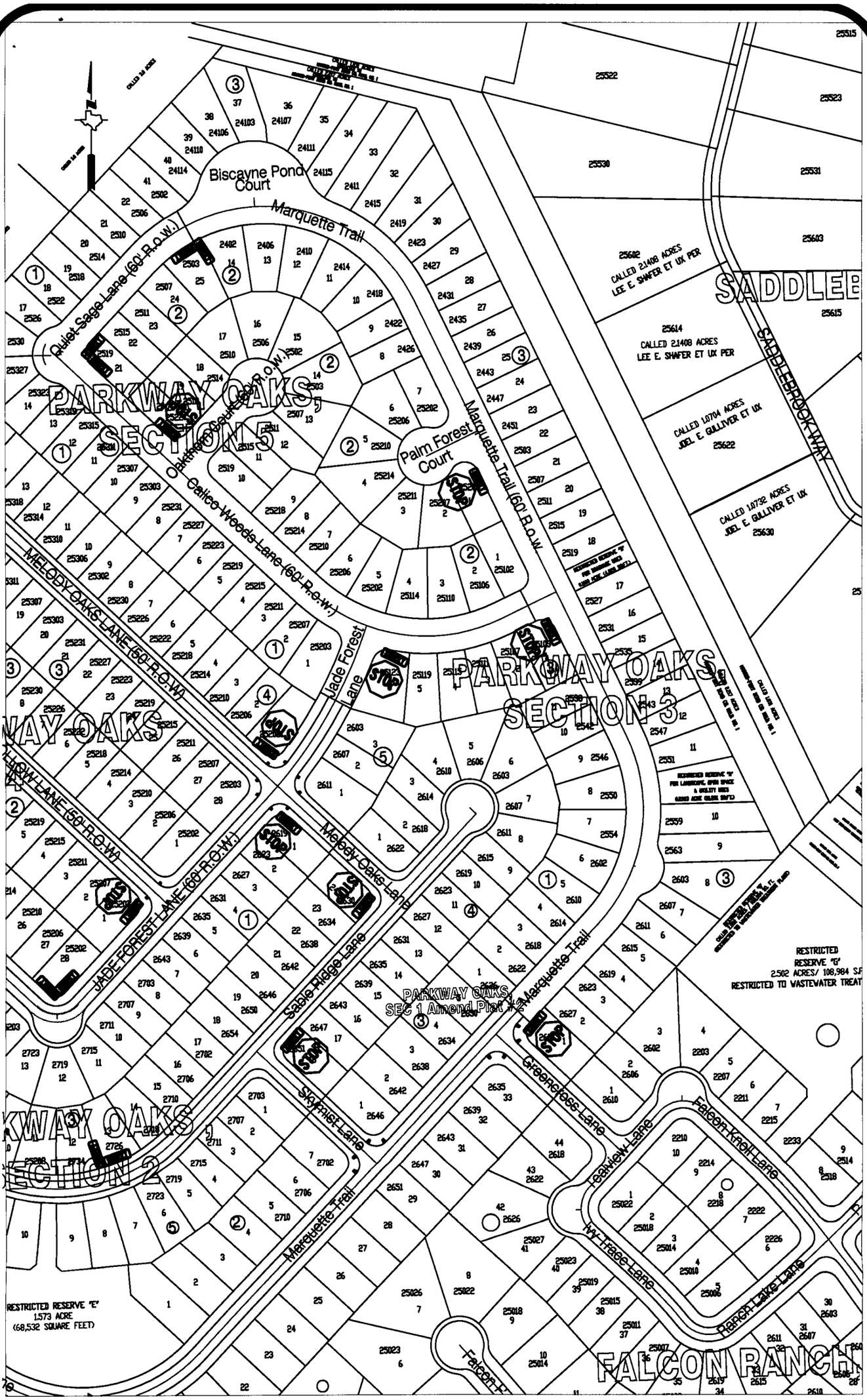
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

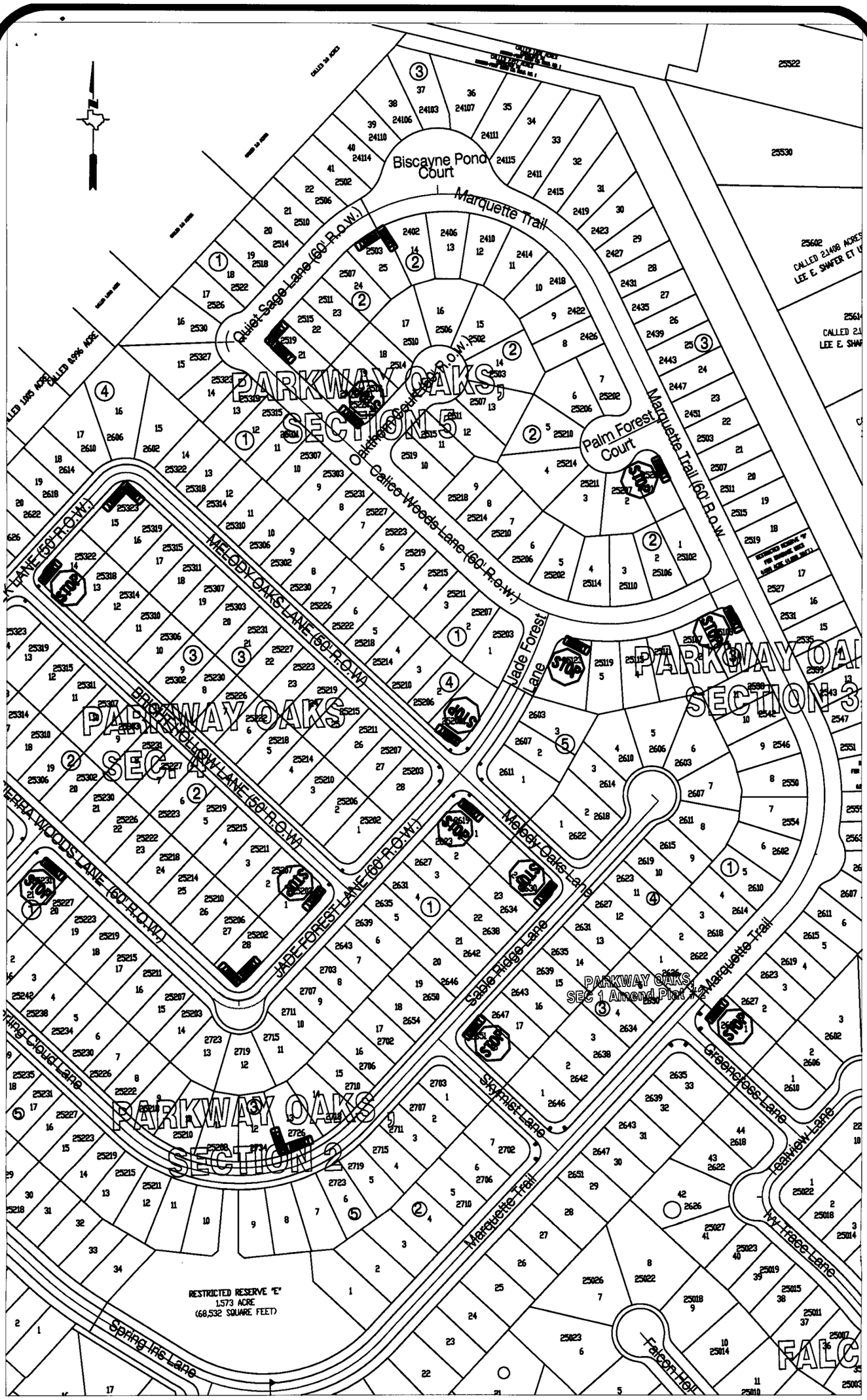
cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



Note:

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

Drawn By:L. Brdecka	**Parkway Oaks, Section 3 Control Map and Traffic Sign Layout**
Date: 3-3-09	
Approved By: Nathan Hatcher	
Date: 3-3-09	
Scale 1" = 200'-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 Parkway Oaks, Section 5.

Drawn By:L. Brdecka	**Parkway Oaks, Section 5**
Date: 3-3-09	**Control Map and**
Approved By: Nathan Hatcher	**Traffic Sign Layout**
Date: 3-3-09	
Scale	Fort Bend County Engineering Dept.
1" = 200'-0"	1124 Blume Road
	Rosenberg, Texas 77471

5C

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 19, 2009

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

RE: Ricefield Road -Traffic Control Plan
From FM 2977 to FM 762

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced road. The public hearing date for acceptance of the plan is being scheduled.

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

Sincerely,

DeWayne O. Davis

DeWayne O. Davis, P.E.
Engineer III

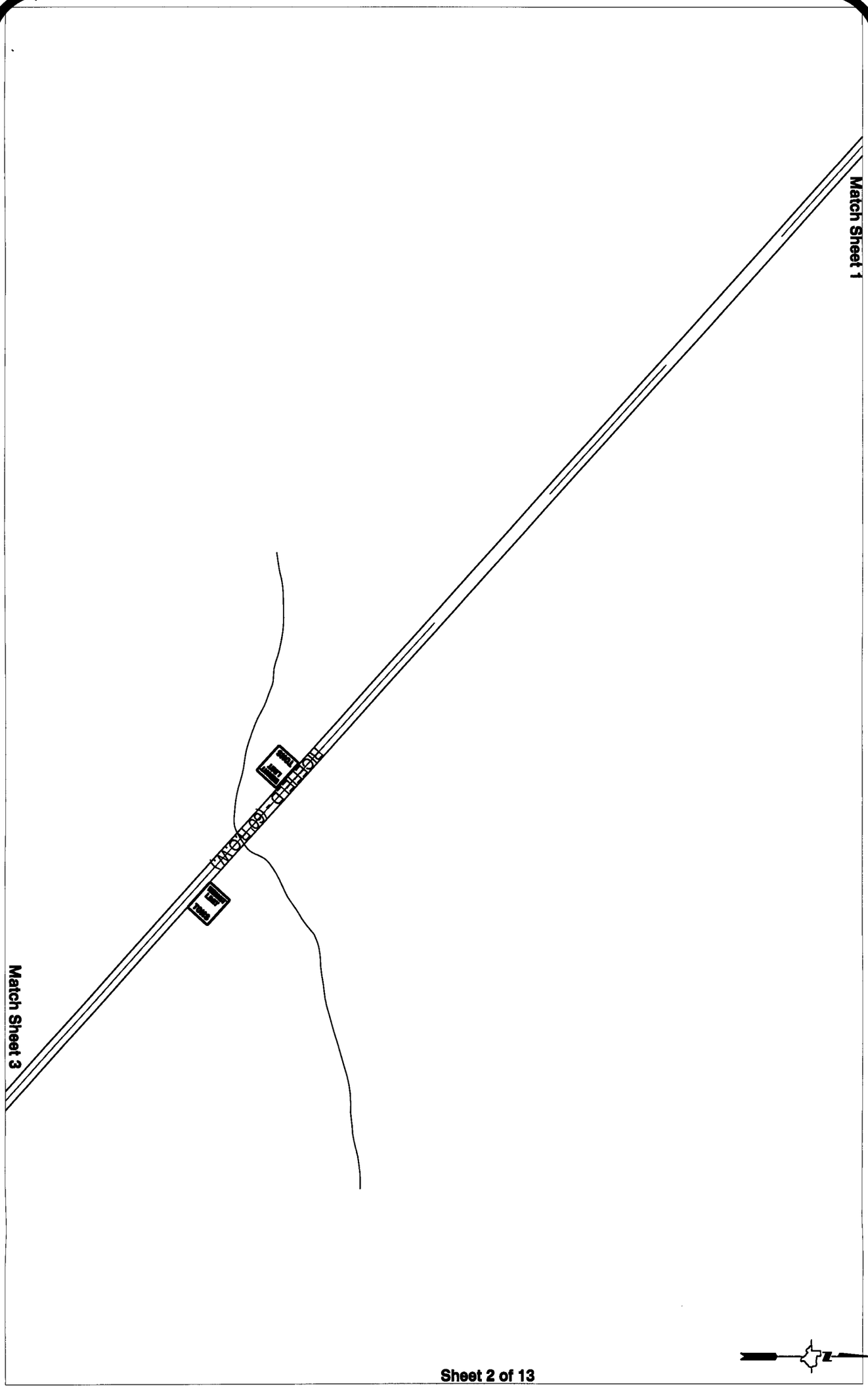
DOD/mjs

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 Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

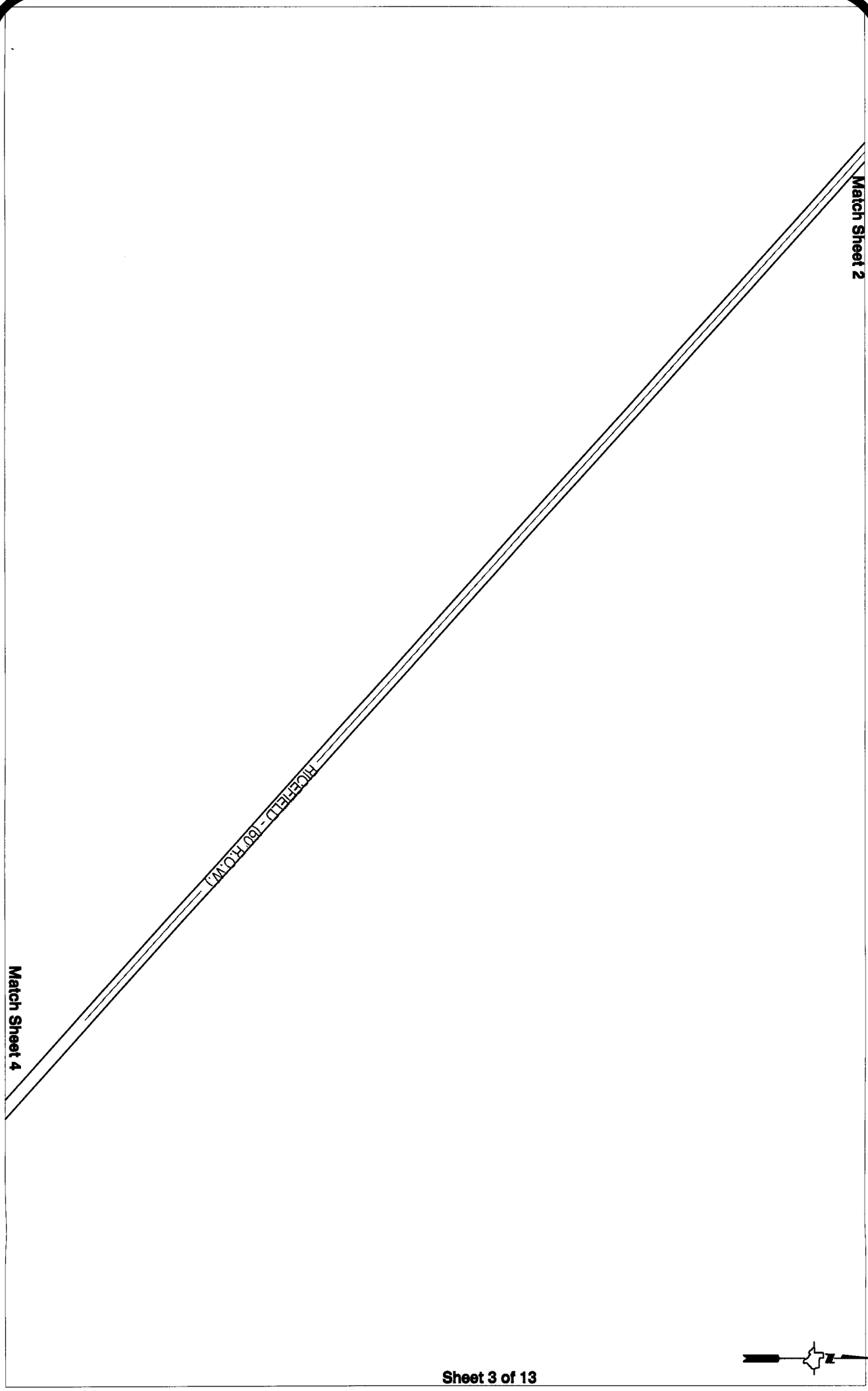


Sheet 2 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

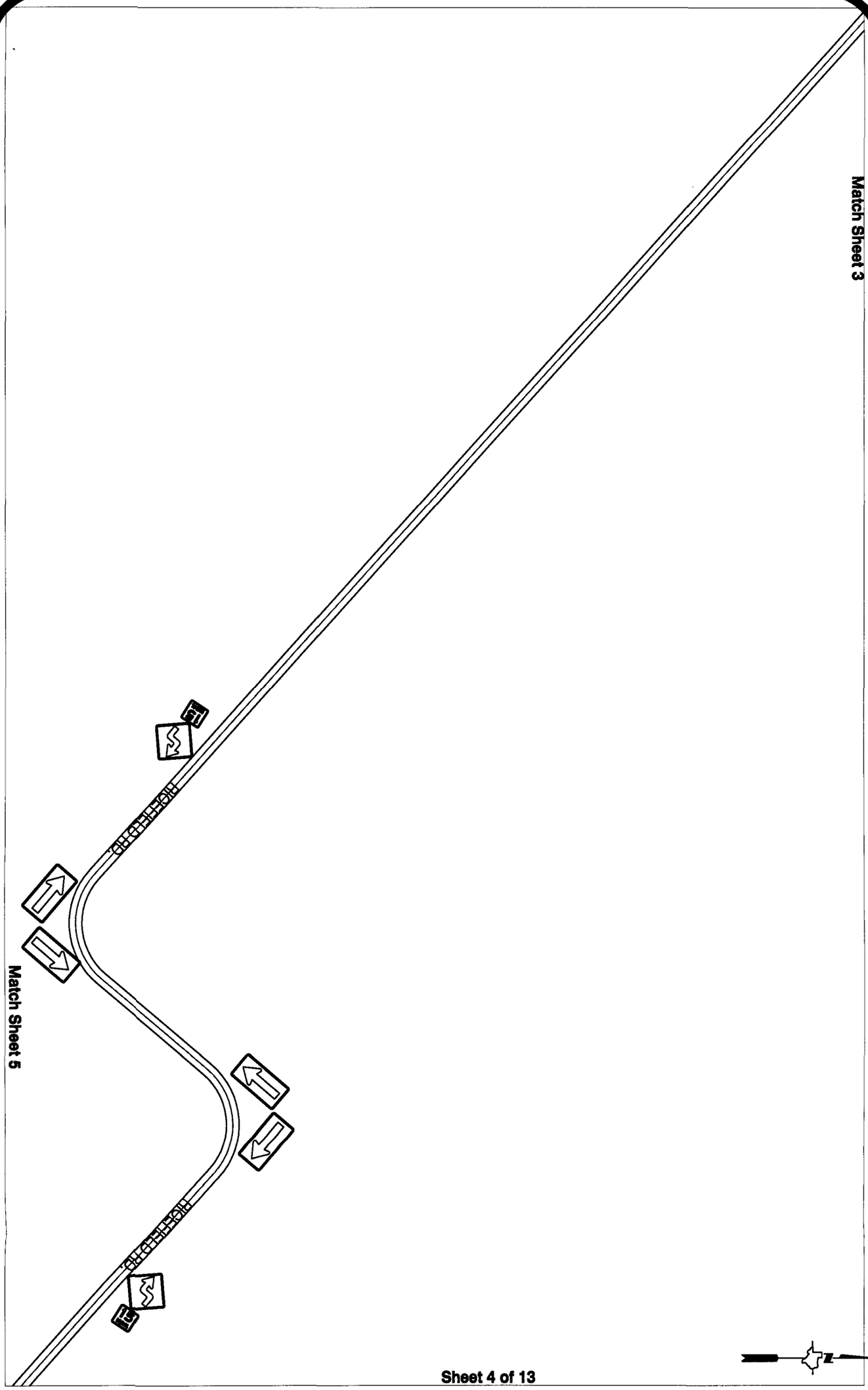


Sheet 3 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

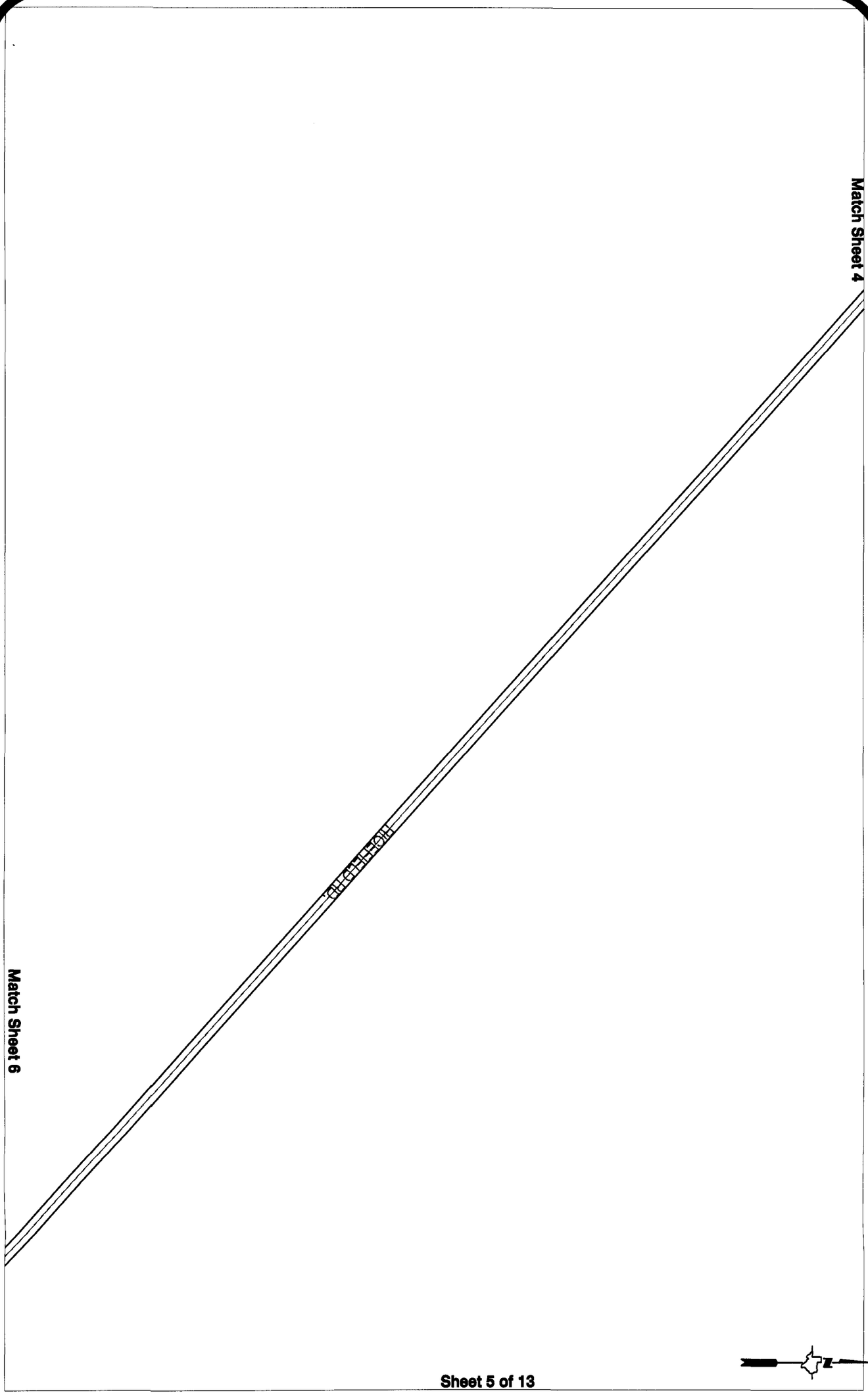


Sheet 4 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

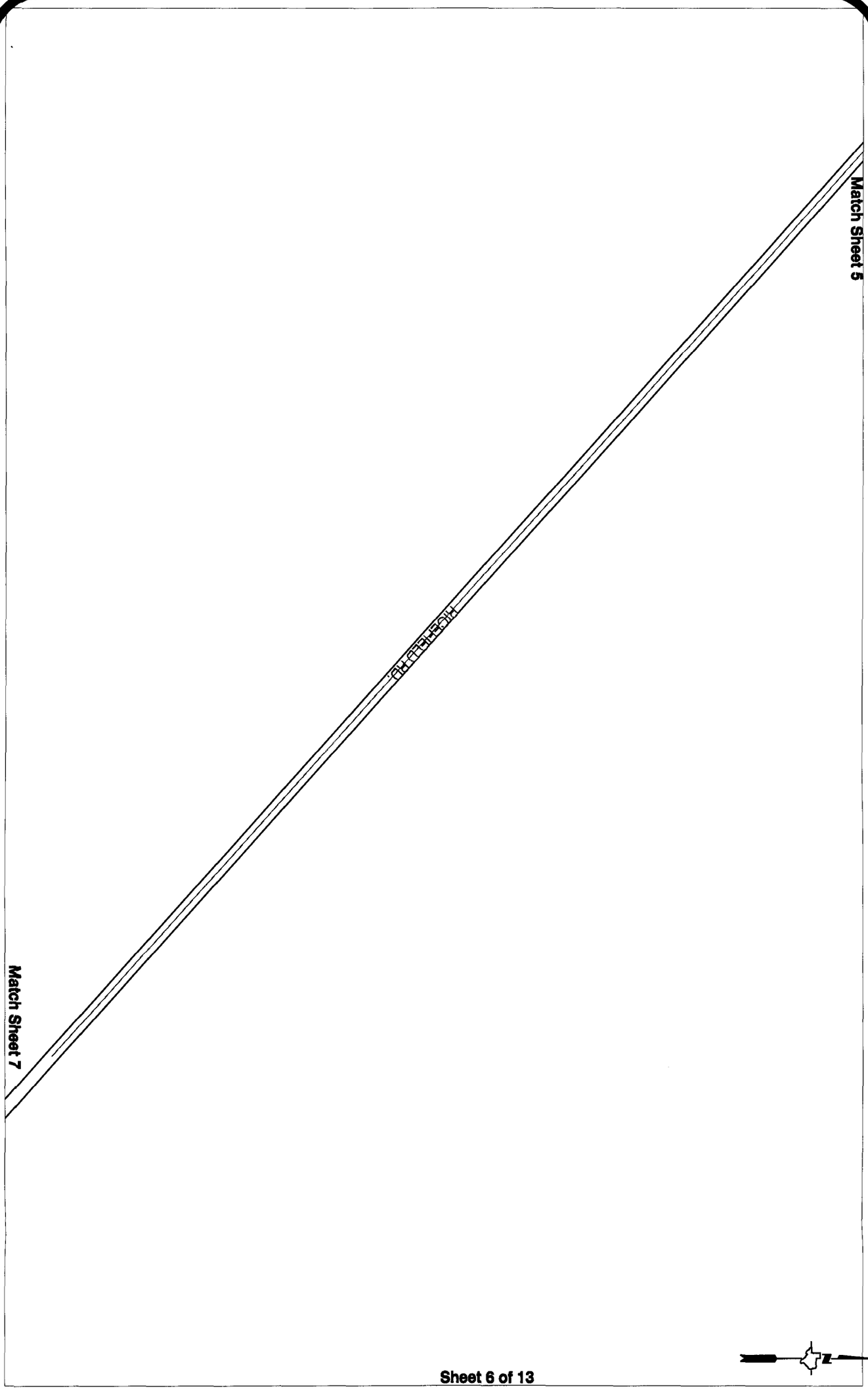


Sheet 5 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

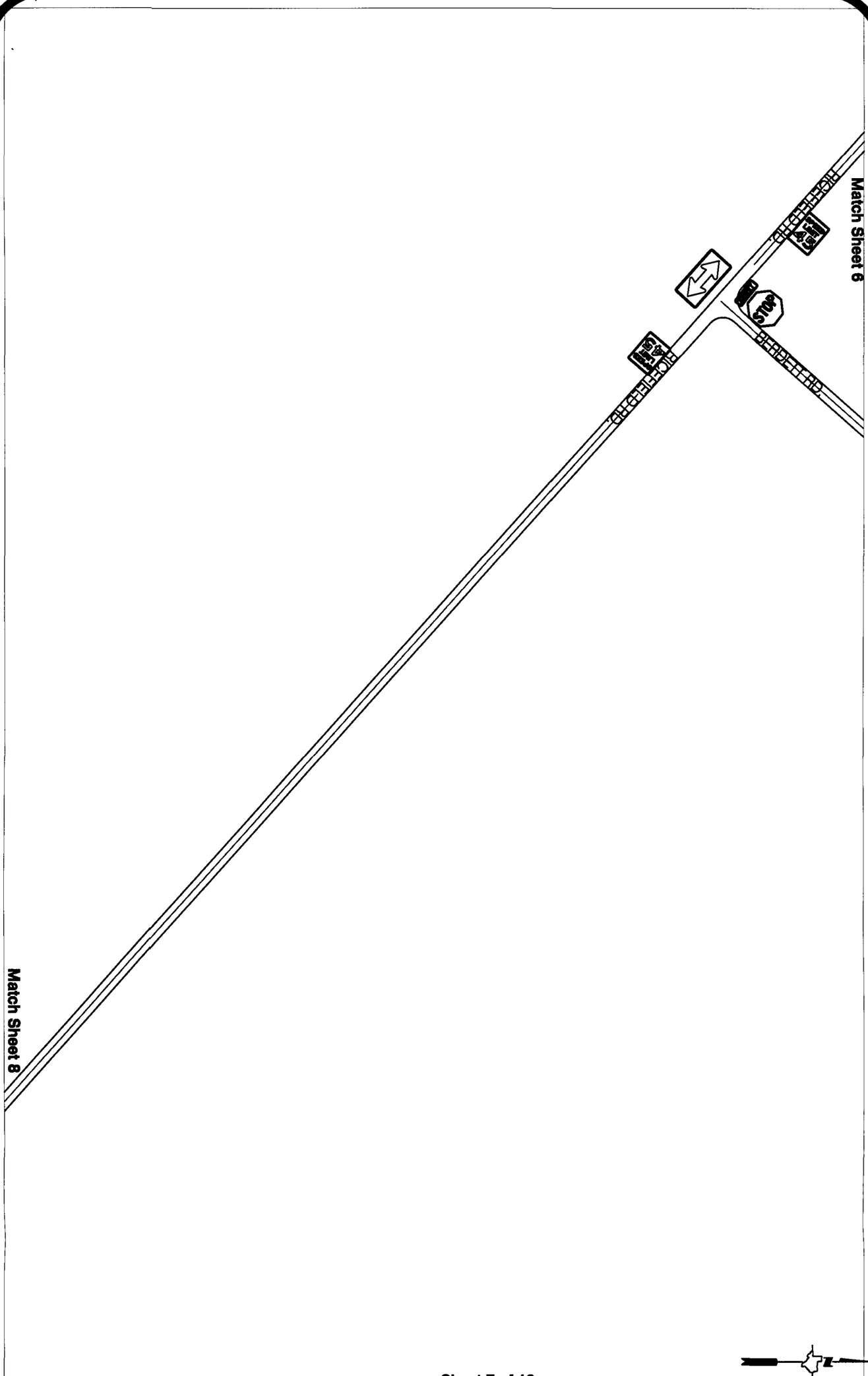


Sheet 6 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

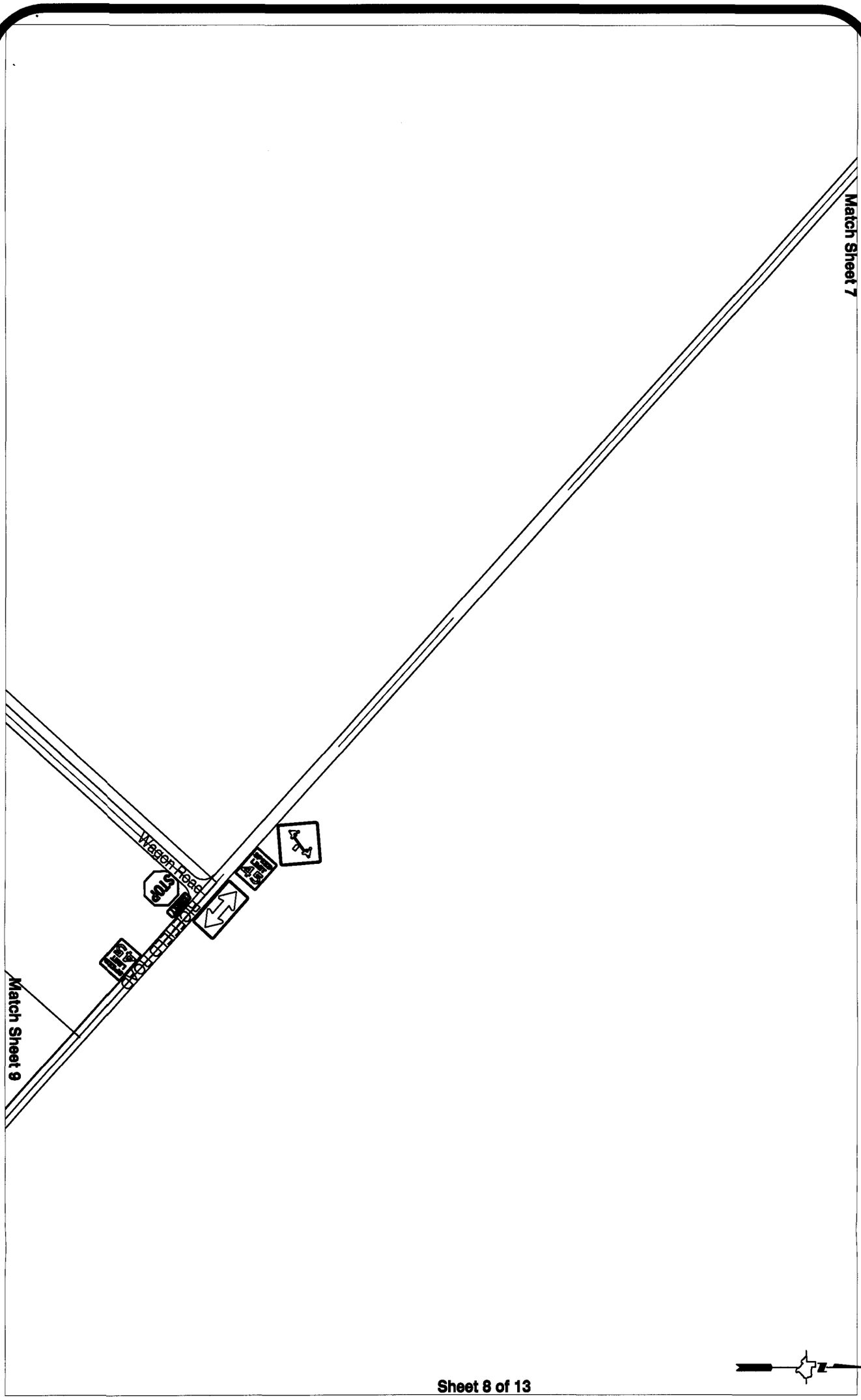


Sheet 7 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

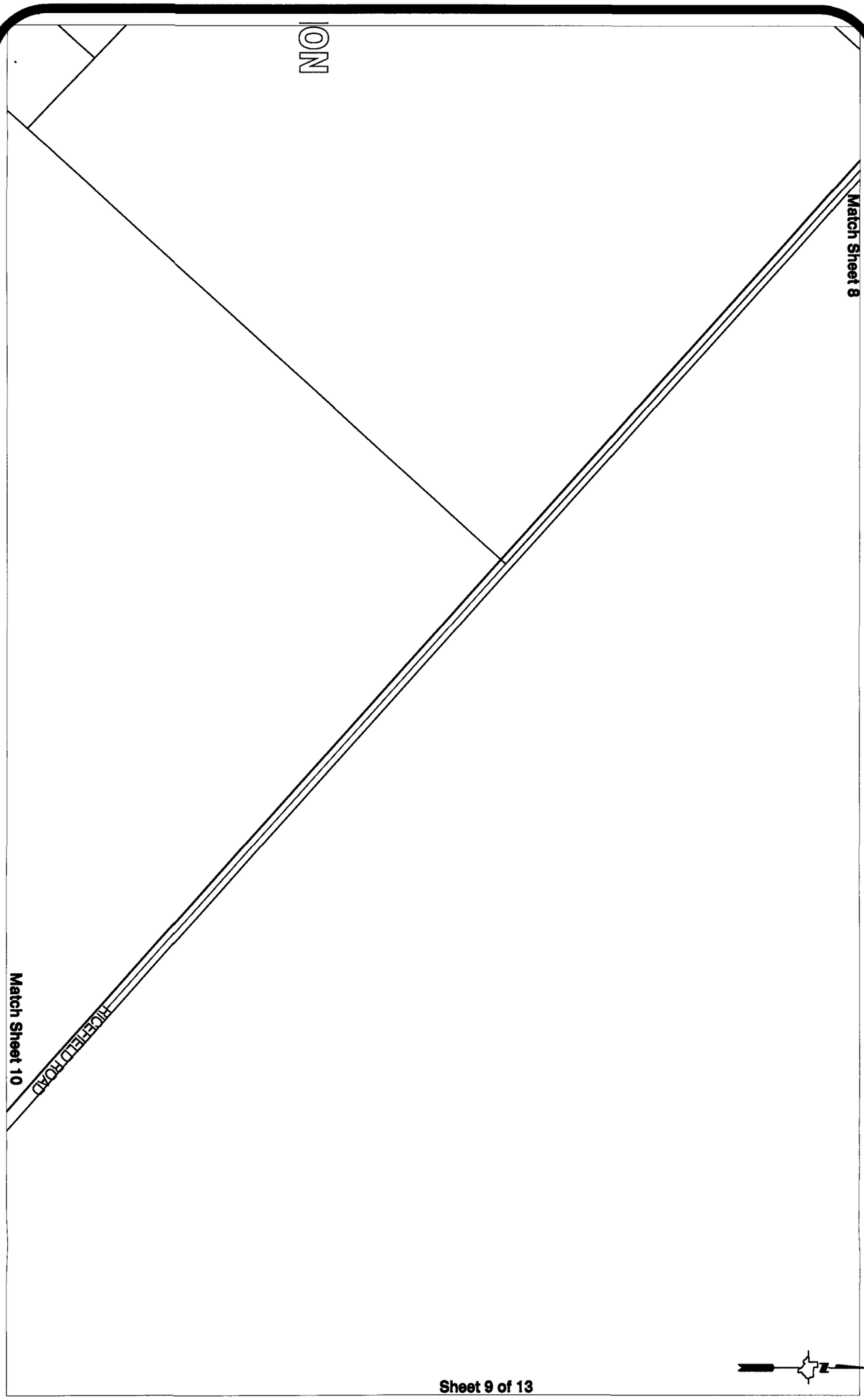


Sheet 8 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471



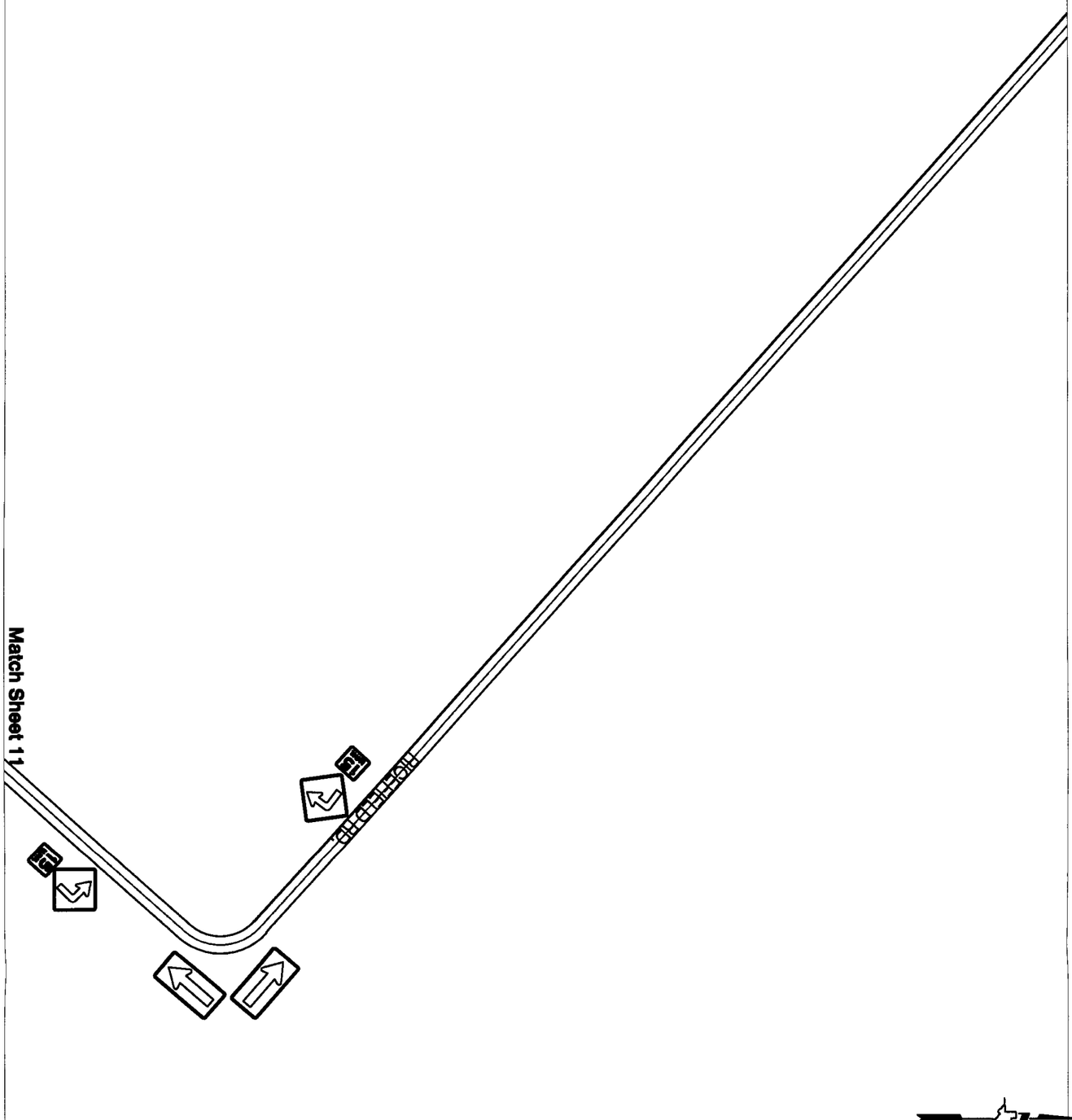
Sheet 9 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Match Sheet 9



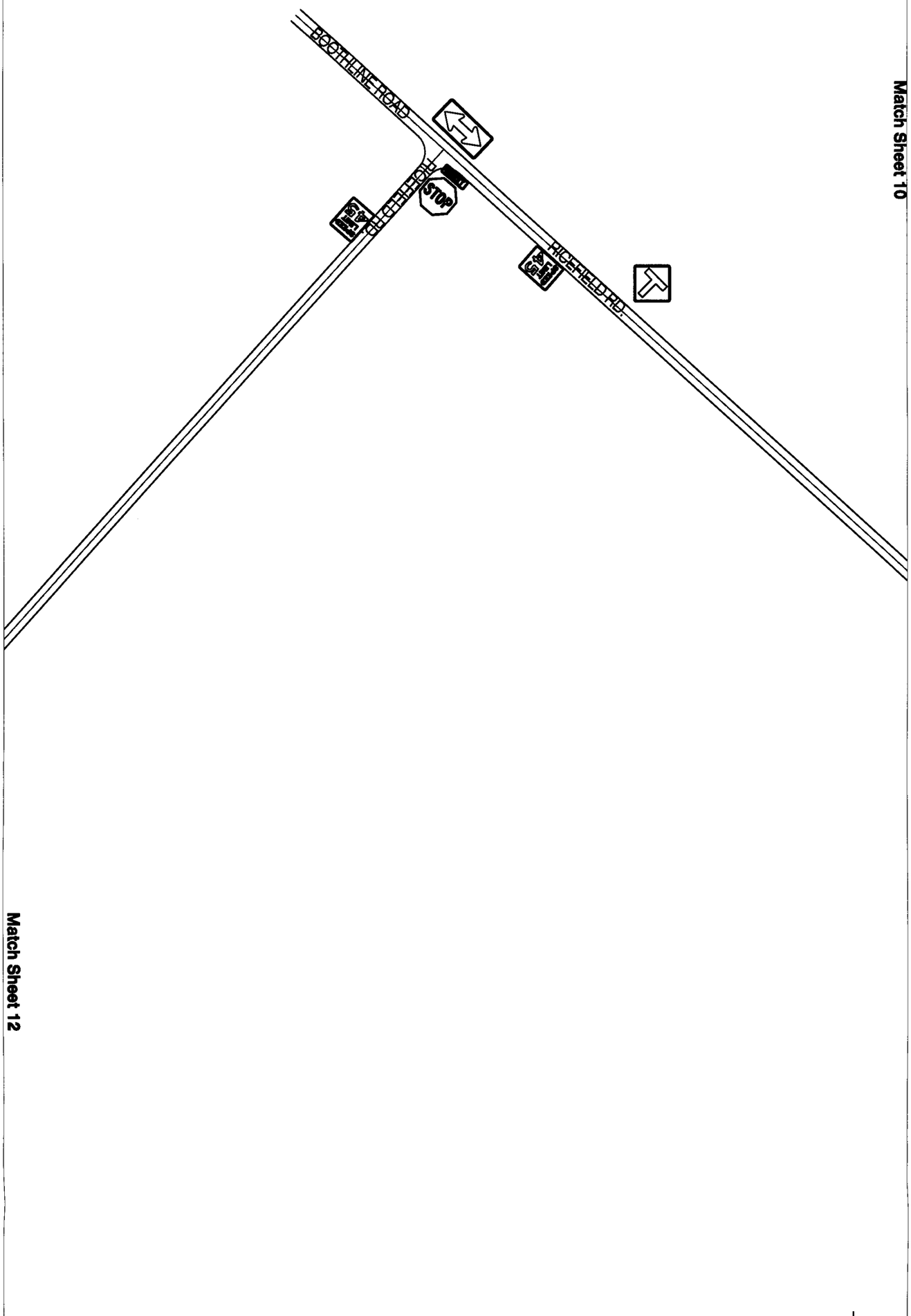
Match Sheet 11

Sheet 10 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471



Match Sheet 10

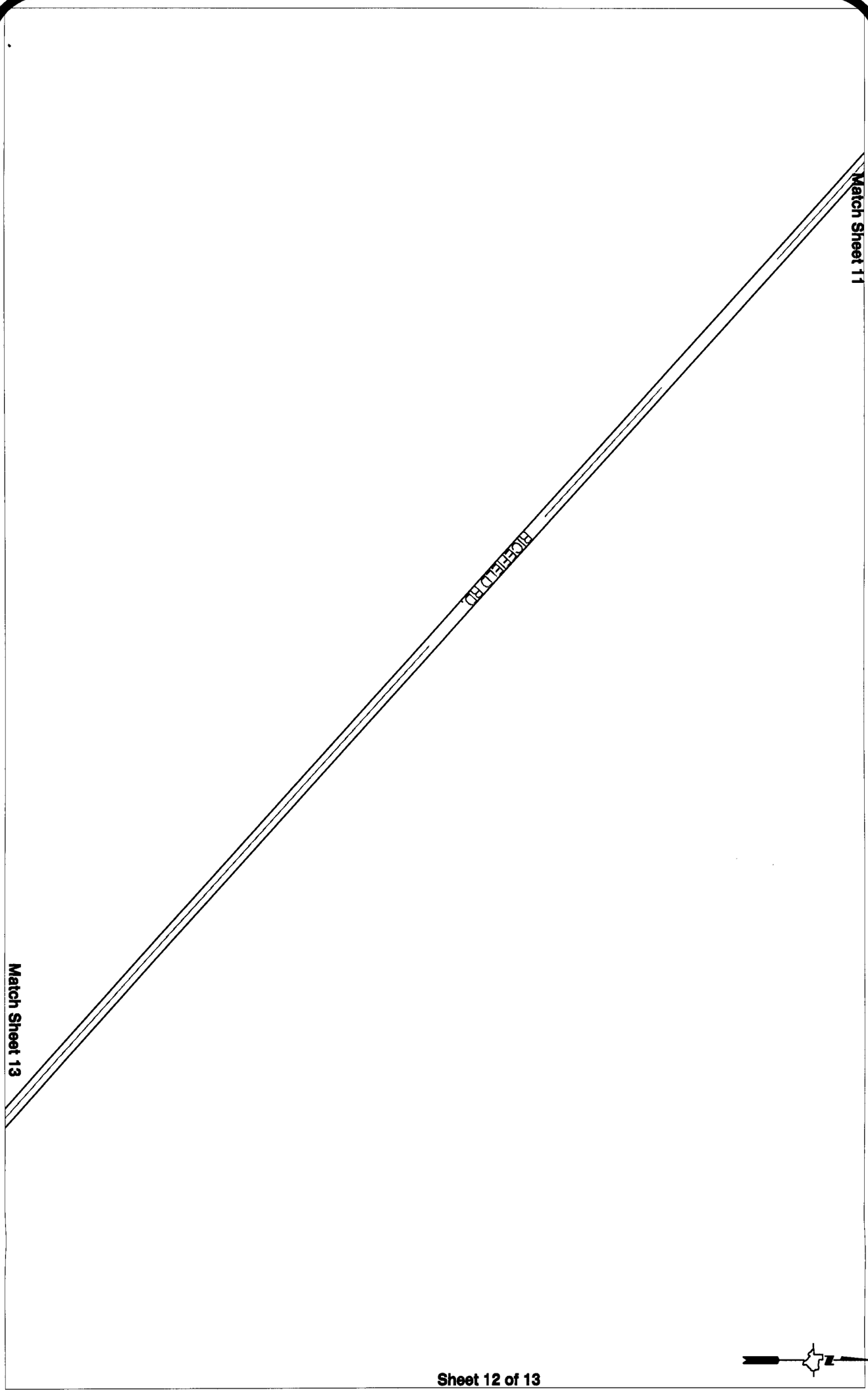
Match Sheet 12

Sheet 11 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

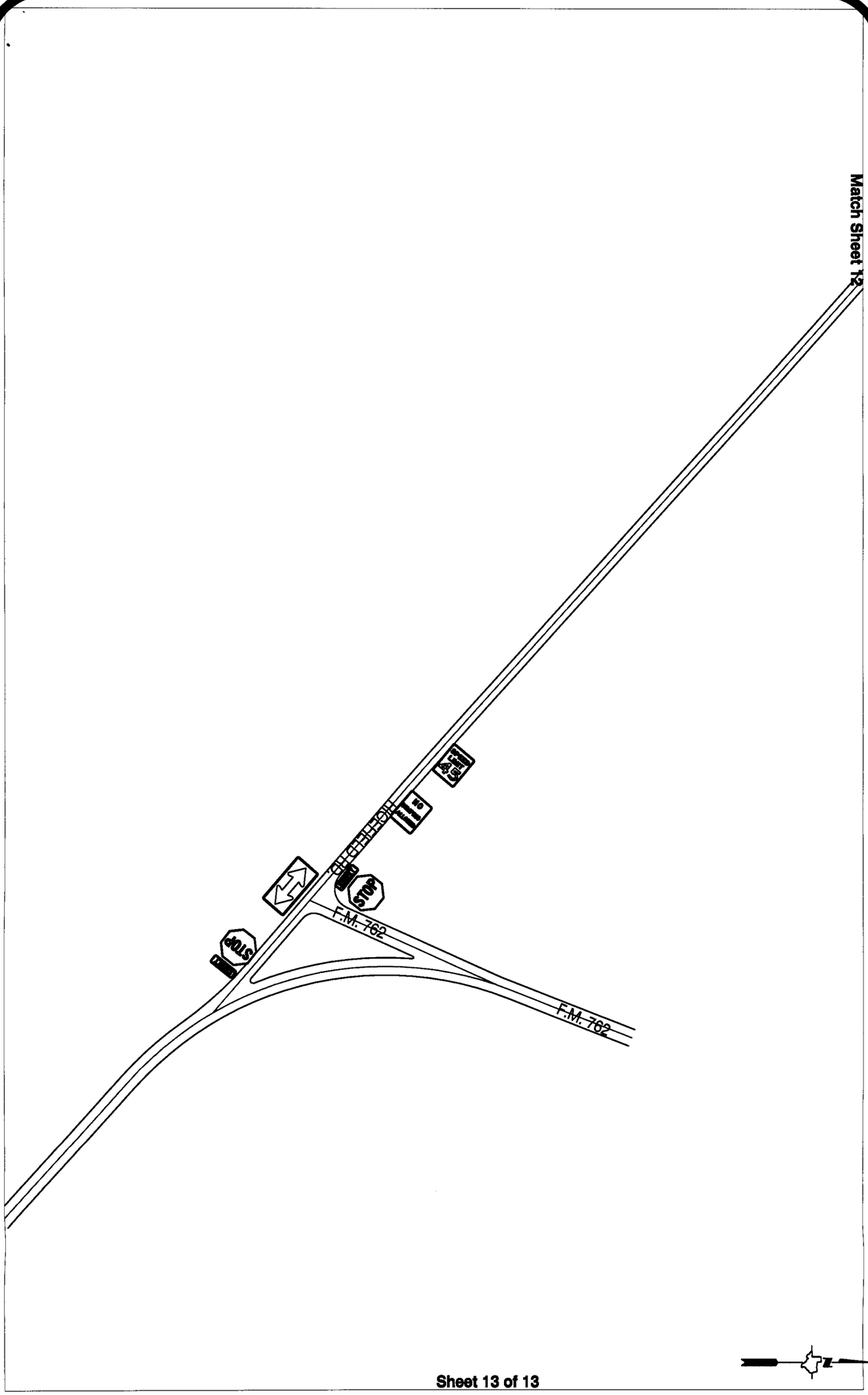


Sheet 12 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471



Sheet 13 of 13

Note:

The purpose of this traffic control plan is to establish traffic control for Ricefield Road.

Drawn By: L. Brdecka Date: 2-17-09	**Ricefield Road** **Control Map and** **Traffic Sign Layout**
Approved By: DeWayne Davis Date: 2-17-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5D

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 17, 2009

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

Re: Westpark Lakes Subdivision - Revised Traffic Control Plan
Take all appropriate action on Petition from the Westpark Lakes Homeowners Association requesting that Fort Bend County place signs at the locations reflected on the traffic control plan prohibiting overnight parking of commercial motor vehicles pursuant to Texas Transportation Code Ann. §545.307

Dear Commissioner:

The Fort Bend County Engineering Department has completed a traffic control plan for the Westpark Lakes Subdivision to prohibit overnight truck parking of commercial motor vehicles within the subdivision. A petition has valid signatures of 27% of the residents within the subdivision. This meets the 25% required. Fort Bend Engineering has no objection to placing "Overnight Parking of Commercial Motor Vehicles is Prohibited" signs at the locations indicated on the attached traffic control plan, pursuant to Texas Transportation Code Ann. §545.307.

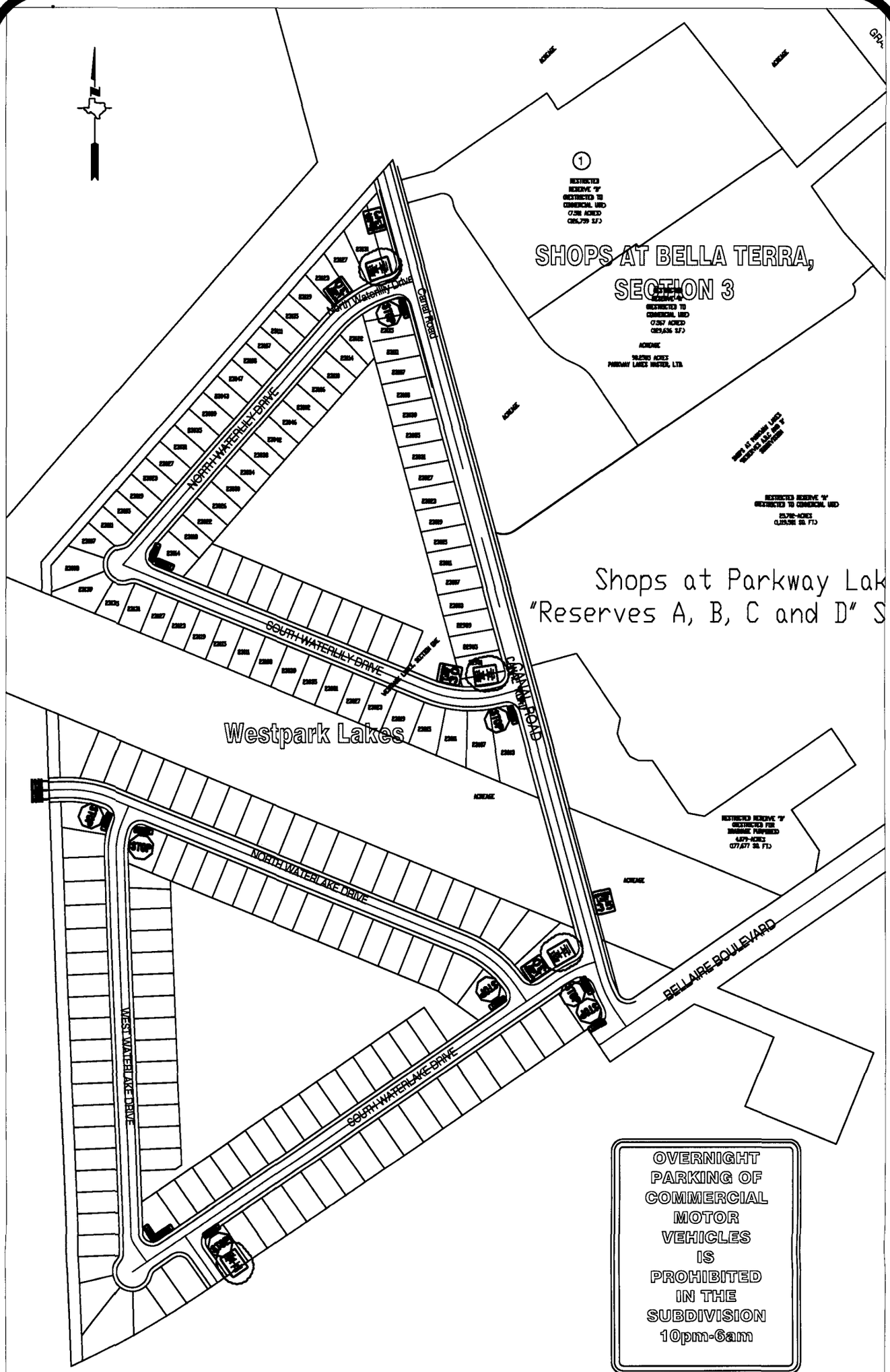
The Engineering Department recommends acceptance of the traffic control plan as submitted. The public hearing date for acceptance of the plan is being scheduled. A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

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



Sign Detail

Note:

The purpose of this traffic control plan is to establish traffic control for Westpark Lakes Subdivision.

Drawn By: L. Brdecka Date: 2-16-09	**Westpark Lakes Subdivision** **Control Map and** **Traffic Sign Layout**
Approved By: Steve L. Evans Date: 2-16-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

3-24-09
5 A-D

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:

✓ March 4, 2009

Public hearing for Westpark ✓ Lakes, Sunrise ✓ Meadows, Prakway ✓ Oaks, and Ricefield ✓ Raod

March 11, 2009

Public Hearing for Rio Vista, Cabrera Road, and Scenic Dr.

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 30th day of March 2009, to certify which witness my hand and seal of office.

AMANDA J. BRONSELL
MY COMMISSION EXPIRES
March 18, 2013

Amanda J Bronsell

Notary Public, State of Texas

PUBLIC HEARING NOTICE
The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, March 24, 2009 at 1:00 p.m. for the revised traffic control plan prohibiting overnight parking of commercial motor vehicles in the Westpark Lakes Subdivision, pursuant to Texas Transportation Code Ann. §545.307,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, March 24, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sunrise Meadows, Section 1 and Section 2, Pct. 1.
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, March 24, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Parkway Oaks, Section 3 and Section 5, 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, March 24, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Ricefield Road, Pct. 1.
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

6A

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: 3/18/2009 — **Submitted By: Ed Sturdivant**
Department: Auditor's Office
Court Agenda Date: 03/24/09 — **Phone Number: 281-341-3769**

SUMMARY OF ITEM:

Approve out of State Travel request for Ed Sturdivant to San Diego, CA to attend the Lawson Users Group Conference, April 19-23.

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 Account Number: 100495100-63200
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Auditor, Travel

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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:

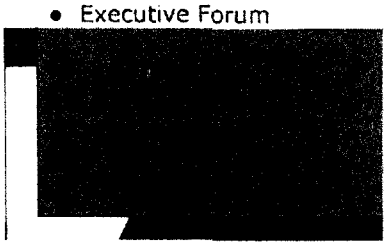
Special Handling Requested (specify):

LAWSON



Resource Links

- Agenda at a Glance
- Special Events
- FAQ
- Partner Summit
- Educational Sessions
- Executive Forum



Connections are formed when two or more groups are brought together. And you may be separated by geography, industry, and job function, you are conn other by a common goal - driving your organization to greater success! And w committed to providing you with the software solutions to help you meet that

Connect. Interact. Learn. Share.
The Lawson Conference and User Exchange (CUE) will be about making conne

- Connecting with Lawson experts at educational sessions
- Connecting with Lawson leadership and getting information on Lawson ir product roadmap
- Connecting with old and new acquaintances via many networking events

Who should attend Lawson CUE 09?
Lawson CUE 09 provides value to every level and function of your organization

- Senior Management
- Human Resources
- Finance
- Help Desk/Support Staff
- IT Managers, Project Leaders, and Programmers

Get connected...register today! You'll be amazed at what we can achieve togetl

Highlights from Lawson CUE 08

6B

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM 6B

TO: COMMISSIONERS COURT

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

Inv. Mike Kubricht

Inv. Art Zarosky

DATE OF DEPARTURE: 3/24/2009

DATE OF RETURN: 3/25/2009

DESTINATION: San Diego & El Centro, California

PURPOSE OF TRIP: Extradite Prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/ Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/17/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

AGENDA ITEM

7

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 3/19/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 3/24/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:

Record into Minutes the Public Official Bond for Robert L. Perez, Treasurer of the Board of Commissioners for Harris-Fort Bend Emergency Services District No. 100 for the period of January 1, 2009 through January 1, 2010.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐
List Supporting Documents Attached: *Copy of Correspondence and Public Official Bond*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

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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:

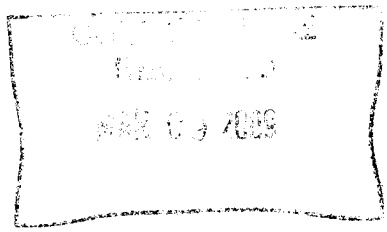
Special Handling Requested (specify):

3-27-09 copy received

COVELER & KATZ, P.C.

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

March 3, 2009



Mr. Mike Montgomery
Harris County Fire Marshal
2318 Atascosita Road
Humble, Texas 77396-3503

Re: Harris-Fort Bend Emergency Services District No. 100
Public Official Bond

Dear Mr. Montgomery:

This office is counsel to Harris-Fort Bend Emergency Services District No. 100. We are providing herewith one original Public Official Bond for Robert L. Perez, Treasurer of the Board of Commissioners of the referenced district, for the period of January 1, 2009 to January 1, 2010.

Please do not hesitate to contact our office should you have questions or need additional information regarding the above.

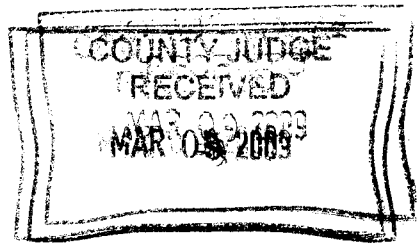
Very truly yours,

COVELER & KATZ, P.C.

By: Deirdra Wine
Deirdra Wine
Legal Assistant to Howard L. Katz

/dw
Enclosures

cc: The Honorable Robert "Bob" E. Hebert ✓
Fort Bend County Judge
301 Jackson Street
Richmond, Texas 77469



Continuation Certificate **The Hartford Insurance Group**

The Hartford Casualty Insurance Company (hereinafter called the Company)
hereby continues in force its Bond No. 44BSBBQ9436
in the sum of One Hundred Thousand
Dollars, $100,000.00
on behalf of Robert L Perez
7814 Encinita Drive, Houston, TX 77083
in favor of Harris-Fort Bend ESD #100
for the (extended) term beginning on January 1, 2009 and ending on January 1, 2010
subject to all the covenants and conditions of said Bond, said Bond and this and all continuations thereof being one continuous contract.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not he cumulative and shall in no event exceed the sum of

One Hundred Thousand Dollars.

IN WITNESS THEREOF, the Company has caused this instrument to he signed by its officers proper for the purpose and its corporate seal to be hereto affixed on October 8, 2008

Hartford Casualty Insurance Co

By: _____
Stephanie Hooper *Attorney*

Attest:

_____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 44 410222

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

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

BEVERLY K. BOHNERT, T. TRAJICK, JOELLE L. LAPIERRE, TERUKO REINERTSEN, MARY T. MONICA, DAN SHORT, VL. WHEELER, SUZAN TURNER, SUSAN J. NEWTON, GLORIA DIAZ, DEBBI SLOAN, SANDI SMITH, SUANNE COX, LISA E. BARROWS, HARJIT CHAHAL, TEZLYN J. WALLACE, HOLLY CARTER, FRANTZ GEBARA, JULIO DELVALLE, JENNIFER DENNIS, ANN GILE, KATHLEEN ADAMS, EMILY OLAN, GEOFFREY RAMPERSAD, SHELBY WIGGINS, NANCY DUDLEY, EUGENE HERRERA, CHRISTINA HEATLEY, LORI S. DAMRON, SLOBODANKA BILIC, SHARI RUFF, TANYA RIOS, JENNIFER PATES, SHANTA MAHADEO, CHRISTOPHER LOPEZ, RICARDO MALLARI, DEBORAH HEDRICK, JASON VALLE, AMY JO MILLER, ALPHA D. LAUREANO, REINA DAIL, MELANIE MCGOVERN, JENNIFER O'BRIEN, CHRISTINE MORTON, LILIANA JOHNSON, STEPHANIE HOOPER, TAMMY BROWN, MICHELE CONLEY, TIFFANY LOPEZ, ROBIN TALBERT, BRIAN TURNER, JENNIFER MORALES, VANESSA M. TIMPANO, STUART OWENS, JESSICA CICCONE, GREGORY MARKHAM OF HEATHROW, FLORIDA

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

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

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 8, 2008
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Producer Compensation Notice



You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

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IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

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

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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

1-800-252-3439

You may write the Texas Department of Insurance

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

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

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

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

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

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

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

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: March 12, 2009

Submitted By: Pamela Gubbels
Department: Budget Office

Court Date: March 24, 2009

Telephone: (281) 344-3938

SUMMARY OF ITEM:

Approve the Quarterly County Investment Report for the First Quarter of Fiscal Year 2009 in accordance with Texas Government Code §2256.023

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

List Supporting Documents Attached: October – December 2008 Investment Reports

---

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	☐	**NO**	☒
Funding Source:				
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:

Special Handling: _____

Investment Report
Ft. Bend County
10/01/08 - 10/31/08

This report summarizes the investment position of Ft. Bend County for the period 10/01/08 to 10/31/08.

	09/30/08	10/31/08
Book Value	228,770,935.70	206,059,894.97
Market Value	228,846,966.90	206,107,681.75
Par Value	228,881,624.92	206,109,954.00
Change in Market Value		60,630.19
Weighted Average Maturity (in Days)	6	3
Weighted Average Yield-to-Maturity of Portfolio	2.3736%	2.1468%
Yield-to-Maturity of 90 Day T-Bill	0.6850%	0.4450%
Accrued Interest		0.00

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

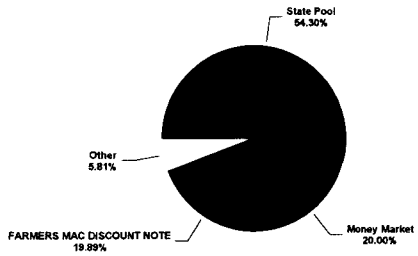
Pamela Gubbels

Director of Finance + Investments

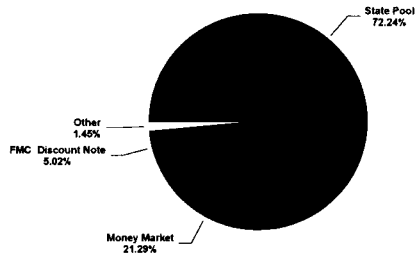
March 2, 2009

Investme t Report
Ft. Bend County
10/01/08 - 10/31/08

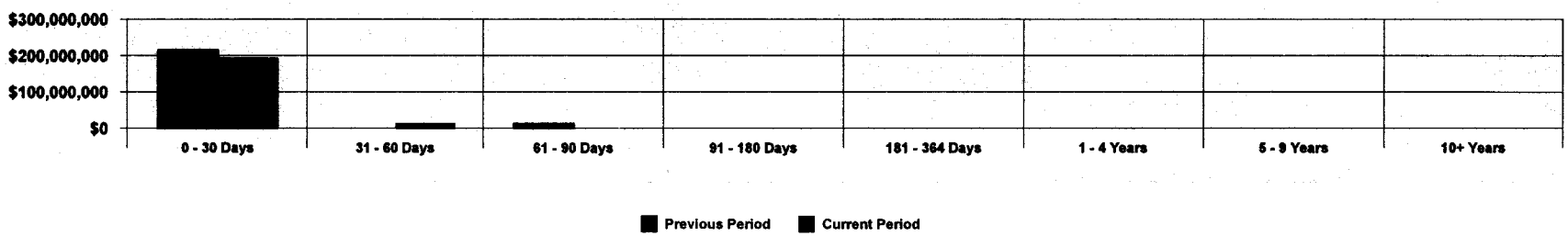
Portfolio Composition - 09/30/08



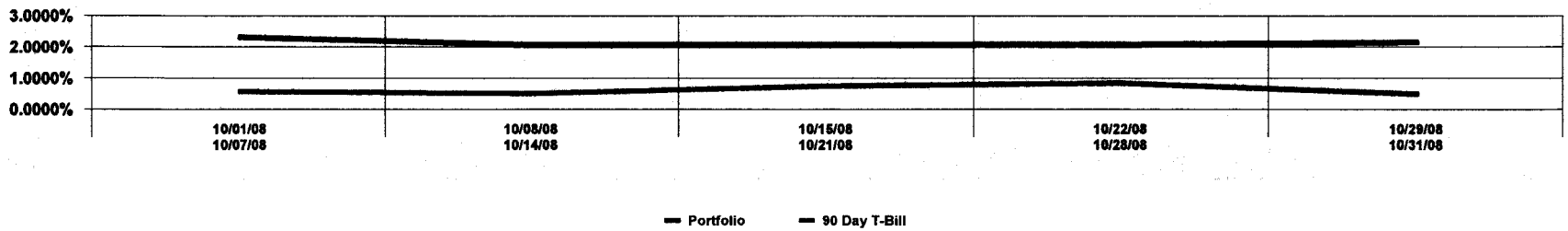
Portfolio Composition - 10/31/08



Maturity Aging - 09/30/08 vs 10/31/08



Portfolio Performance - 10/01/08 to 10/31/08



AS PER ORIGINAL

GASB 31 ompliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/08	Beginning Unit Price	Par Value On 10/01/08	Reported Value 10/01/08	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 10/31/08	Price Source 10/31/08	Reported Value 10/31/08	Change in Fair Value	Interest	Net Investment Income
313156J84	08-0009-01	FARMERS MAC DISCONT NOTE 0.00 10/08/08	04/03/08	10/08/08	Amort Value	2.2164		0.999578	45,513,000.00	45,493,776.97	0.00	45,513,000.00	0.000000	0.00		0.00	19,223.03	0.00	19,223.03
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	Amort Value	3.9472		0.992674	10,350,000.00	10,312,899.56	0.00	0.00	0.996008	10,390,800.00		10,348,523.03	54,623.47	0.00	54,623.47
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	Amort Value	2.6607		0.994837	3,000,000.00	2,984,511.25	0.00	0.00	0.997139	3,000,000.00		2,991,417.94	6,906.69	0.00	6,906.69
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	Fair Value	36.6784	Manual	1.000000	1,995.72	1,995.72	0.00	1,977.71	1.000000	18.01	Manual	18.01	0.00	18.00	18.00
MBIA	AR-0005	State Pool	06/05/02	Open	Fair Value	2.0564	Manual	1.000000	115,146,314.79	115,146,314.79	0.00	10,381,108.78	1.000000	104,765,206.01	Manual	104,765,206.01	0.00	245,891.22	245,891.22
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	Fair Value	1.8332	Manual	1.000000	45,764,506.19	45,764,506.19	0.00	1,900,654.99	1.000000	43,863,851.20	Manual	43,863,851.20	0.00	70,960.61	70,960.61
Texas Term	AR-0013	State Pool	07/13/07	Open	Fair Value	2.6137	Manual	1.000000	3,065,809.22	3,065,809.22	0.00	-35,925,070.56	1.000000	44,090,878.78	Manual	44,090,878.78	0.00	25,070.56	25,070.56
Investment Total						**2.1437**		**0.999516**	**228,881,624.92**	**228,770,935.70**	**0.00**	**22,771,670.92**	**0.999757**	**206,109,954.00**		**206,059,894.97**	**60,630.19**	**339,940.39**	**400,570.58**

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 10/01/08	Par Value On 10/31/08	Market Val On 10/01/08	Market Val On 10/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 10/01/08	Amor Value On 10/31/08
732 - 2007 Facilities Const. Bonds													
FARMERS MAC DISCOUNT NOTE													
31315KJ84	08-0009-01	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	Open	45,513,000.00	0.00	45,508,448.70	0.00	0.00	45,513,000.00	44,999,613.36	45,493,779.97	0.00
FARMERS MAC DISCOUNT NOTE Total					**45,513,000.00**	**0.00**	**45,508,448.70**	**0.00**	**0.00**	**45,513,000.00**	**44,999,613.36**	**45,493,779.97**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	359.82	3.25	359.82	3.25	0.00	0.00	0.00	359.82	3.25
Prosperity- Investment Account Total					**359.82**	**3.25**	**359.82**	**3.25**	**0.00**	**0.00**	**0.00**	**359.82**	**3.25**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	42,727,048.98	57,854,378.51	42,727,048.98	57,854,378.51	0.00	0.00	0.00	42,727,048.98	57,854,378.51
Texas Term	AR-0013	State Pool	07/13/07	Open	476,190.71	25,480,623.75	476,190.71	25,480,623.75	0.00	0.00	60,000,000.00	476,190.71	25,480,623.75
State Pool Total					**43,203,239.69**	**83,335,002.26**	**43,203,239.69**	**83,335,002.26**	**0.00**	**0.00**	**60,000,000.00**	**43,203,239.69**	**83,335,002.26**
732 - 2007 Facilities Const. Bonds Total					**88,716,599.51**	**83,335,005.51**	**88,712,048.21**	**83,335,005.51**	**0.00**	**45,513,000.00**	**104,999,613.36**	**88,697,379.48**	**83,335,005.51**
710 - Big Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
710 - Big Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
160 - Drainage District													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	827.59	7.46	827.59	7.46	0.00	0.00	0.00	827.59	7.46
Prosperity- Investment Account Total					**827.59**	**7.46**	**827.59**	**7.46**	**0.00**	**0.00**	**0.00**	**827.59**	**7.46**
State Pool													

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
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CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 10/01/08	Par Value On 10/31/08	Market Val On 10/01/08	Market Val On 10/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 10/01/08	Amor Value On 10/31/08
MBIA	AR-0005	State Pool	06/05/02	Open	2,089,082.69	1,267,218.21	2,089,082.69	1,267,218.21	0.00	0.00	0.00	2,089,082.69	1,267,218.21
Texas Term	AR-0013	State Pool	07/13/07	Open	109,528.67	109,774.67	109,528.67	109,774.67	0.00	0.00	0.00	109,528.67	109,774.67
State Pool Total					**2,198,611.36**	**1,376,992.88**	**2,198,611.36**	**1,376,992.88**	**0.00**	**0.00**	**0.00**	**2,198,611.36**	**1,376,992.88**
160 - Drainage District Total					**2,199,438.95**	**1,377,000.34**	**2,199,438.95**	**1,377,000.34**	**0.00**	**0.00**	**0.00**	**2,199,438.95**	**1,377,000.34**
FBC NAR - FBC NARCOTICS													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FBC NAR - FBC NARCOTICS Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
810 - FBC Toll Road Operations													
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/09	12/21/07	Open	10,390,000.00	10,390,000.00	10,374,593.28	10,388,285.15	0.00	0.00	9,999,800.64	10,313,899.56	10,348,523.03
FMC Discount Note Total					**10,390,000.00**	**10,390,000.00**	**10,374,593.28**	**10,388,285.15**	**0.00**	**0.00**	**9,999,800.64**	**10,313,899.56**	**10,348,523.03**
FNMA Discount Note													
313588S71	08-0001	FNMA Discount Note 0.00 12/16/08	06/17/08	Open	3,000,000.00	3,000,000.00	2,985,300.00	2,999,442.60	0.00	0.00	2,962,174.67	2,984,631.25	2,991,417.94
FNMA Discount Note Total					**3,000,000.00**	**3,000,000.00**	**2,985,300.00**	**2,999,442.60**	**0.00**	**0.00**	**2,962,174.67**	**2,984,631.25**	**2,991,417.94**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	3,137,932.81	3,143,377.27	3,137,932.81	3,143,377.27	0.00	0.00	0.00	3,137,932.81	3,143,377.27
State Pool Total					**3,137,932.81**	**3,143,377.27**	**3,137,932.81**	**3,143,377.27**	**0.00**	**0.00**	**0.00**	**3,137,932.81**	**3,143,377.27**
810 - FBC Toll Road Operations Total					**16,527,932.81**	**16,533,377.27**	**16,497,826.09**	**16,531,105.02**	**0.00**	**0.00**	**12,961,975.31**	**16,436,463.62**	**16,483,318.24**
892 - FBC SHERIFF COMMISSARY													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
892 - FBC SHERIFF COMMISSARY Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
728 - FBFCWSC BIG CREEK													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	4,397,540.99	4,405,170.92	4,397,540.99	4,405,170.92	0.00	0.00	0.00	4,397,540.99	4,405,170.92
State Pool Total					**4,397,540.99**	**4,405,170.92**	**4,397,540.99**	**4,405,170.92**	**0.00**	**0.00**	**0.00**	**4,397,540.99**	**4,405,170.92**
728 - FBFCWSC BIG CREEK Total					**4,397,540.99**	**4,405,170.92**	**4,397,540.99**	**4,405,170.92**	**0.00**	**0.00**	**0.00**	**4,397,540.99**	**4,405,170.92**
100 - General Fund													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	808.30	7.29	808.30	7.29	0.00	0.00	50,000,000.00	808.30	7.29
Prosperity- Investment Account Total					**808.30**	**7.29**	**808.30**	**7.29**	**0.00**	**0.00**	**50,000,000.00**	**808.30**	**7.29**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	40,312,173.97	17,374,917.63	40,312,173.97	17,374,917.63	0.00	0.00	0.00	40,312,173.97	17,374,917.63
Texas Term	AR-0013	State Pool	07/13/07	Open	5,081.06	10,006,437.87	5,081.06	10,006,437.87	0.00	0.00	0.00	5,081.06	10,006,437.87
State Pool Total					**40,317,255.03**	**27,381,355.70**	**40,317,255.03**	**27,381,355.70**	**0.00**	**0.00**	**0.00**	**40,317,255.03**	**27,381,355.70**
100 - General Fund Total					**40,318,063.33**	**27,381,362.99**	**40,318,063.33**	**27,381,362.99**	**0.00**	**0.00**	**50,000,000.00**	**40,318,063.33**	**27,381,362.99**
385 - Juvenile Foster Care													
Prosperity- Investment Account													

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 10/01/08	Par Value On 10/31/08	Market Val On 10/01/08	Market Val On 10/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 10/01/08	Amor Value On 10/31/08
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
385 - Juvenile Foster Care Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
708 - Lower Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
708 - Lower Oyster Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
718 - Mobility Projects													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool													
TXPIA	AR-0005	State Pool	06/05/02	Open	17,125,905.96	16,354,974.77	17,125,905.96	16,354,974.77	0.00	0.00	0.00	17,125,905.96	16,354,974.77
Texas Term	AR-0013	State Pool	07/13/07	Open	8,464,567.94	8,483,579.20	8,464,567.94	8,483,579.20	0.00	0.00	0.00	8,464,567.94	8,483,579.20
State Pool Total					**25,590,473.90**	**24,838,553.97**	**25,590,473.90**	**24,838,553.97**	**0.00**	**0.00**	**0.00**	**25,590,473.90**	**24,838,553.97**
718 - Mobility Projects Total					**25,590,473.90**	**24,838,553.97**	**25,590,473.90**	**24,838,553.97**	**0.00**	**0.00**	**0.00**	**25,590,473.90**	**24,838,553.97**
PROS - Prosperity Money Mkt. Accts.													
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	45,764,506.19	43,863,851.20	45,764,506.19	43,863,851.20	0.00	0.00	12,505,577.66	45,764,506.19	43,863,851.20
Money Market Total					**45,764,506.19**	**43,863,851.20**	**45,764,506.19**	**43,863,851.20**	**0.00**	**0.00**	**12,505,577.66**	**45,764,506.19**	**43,863,851.20**
PROS - Prosperity Money Mkt. Accts. Total					**45,764,506.19**	**43,863,851.20**	**45,764,506.19**	**43,863,851.20**	**0.00**	**0.00**	**12,505,577.66**	**45,764,506.19**	**43,863,851.20**
270 - Records Management Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
270 - Records Management Debt Service Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
155 - Road and Bridge													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool													

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 10/01/08	Par Value On 10/31/08	Market Val On 10/01/08	Market Val On 10/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 10/01/08	Amor Value On 10/31/08
MBIA	AR-0005	State Pool	06/05/02	Open	3,850,512.32	2,856,438.24	3,850,512.32	2,856,438.24	0.00	0.00	0.00	3,850,512.32	2,856,438.24
Texas Term	AR-0013	State Pool	07/13/07	Open	10,439.84	10,463.29	10,439.84	10,463.29	0.00	0.00	0.00	10,439.84	10,463.29
State Pool Total					**3,860,952.16**	**2,866,901.53**	**3,860,952.16**	**2,866,901.53**	**0.00**	**0.00**	**0.00**	**3,860,952.16**	**2,866,901.53**
155 - Road and Bridge Total					**3,860,952.16**	**2,866,901.53**	**3,860,952.16**	**2,866,901.53**	**0.00**	**0.00**	**0.00**	**3,860,952.16**	**2,866,901.53**
800 - Toll Road Authority													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
Prosperity- Investment Account Total					**0.01**	**0.01**	**0.01**	**0.01**	**0.00**	**0.00**	**0.00**	**0.01**	**0.01**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	1,506,117.07	1,508,730.26	1,506,117.07	1,508,730.26	0.00	0.00	5,000,000.00	1,506,117.07	1,508,730.26
State Pool Total					**1,506,117.07**	**1,508,730.26**	**1,506,117.07**	**1,508,730.26**	**0.00**	**0.00**	**5,000,000.00**	**1,506,117.07**	**1,508,730.26**
800 - Toll Road Authority Total					**1,506,117.08**	**1,508,730.27**	**1,506,117.08**	**1,508,730.27**	**0.00**	**0.00**	**5,000,000.00**	**1,506,117.08**	**1,508,730.27**
702 - Upper Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
702 - Upper Oyster Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Combined Port													
FARMERS MAC DISCOUNT NOTE													
31315KJ94	08-0009-01	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/02/08	Open	45,513,000.00	0.00	45,508,448.70	0.00	0.00	45,513,000.00	44,999,613.36	45,493,779.97	0.00
FARMERS MAC DISCOUNT NOTE Total					**45,513,000.00**	**0.00**	**45,508,448.70**	**0.00**	**0.00**	**45,513,000.00**	**44,999,613.36**	**45,493,779.97**	**0.00**
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	10,390,000.00	10,390,000.00	10,374,593.28	10,388,285.15	0.00	0.00	9,999,800.64	10,313,899.56	10,348,523.03
FMC Discount Note Total					**10,390,000.00**	**10,390,000.00**	**10,374,593.28**	**10,388,285.15**	**0.00**	**0.00**	**9,999,800.64**	**10,313,899.56**	**10,348,523.03**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	3,000,000.00	2,985,300.00	2,999,442.60	0.00	0.00	2,962,174.67	2,984,631.25	2,991,417.94
FNMA Discount Note Total					**3,000,000.00**	**3,000,000.00**	**2,985,300.00**	**2,999,442.60**	**0.00**	**0.00**	**2,962,174.67**	**2,984,631.25**	**2,991,417.94**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	45,764,506.19	43,863,851.20	45,764,506.19	43,863,851.20	0.00	0.00	12,505,577.66	45,764,506.19	43,863,851.20
Money Market Total					**45,764,506.19**	**43,863,851.20**	**45,764,506.19**	**43,863,851.20**	**0.00**	**0.00**	**12,505,577.66**	**45,764,506.19**	**43,863,851.20**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	1,995.72	18.01	1,995.72	18.01	0.00	0.00	50,000,000.00	1,995.72	18.01
Prosperity- Investment Account Total					**1,995.72**	**18.01**	**1,995.72**	**18.01**	**0.00**	**0.00**	**50,000,000.00**	**1,995.72**	**18.01**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	115,146,314.79	104,765,206.01	115,146,314.79	104,765,206.01	0.00	0.00	5,000,000.00	115,146,314.79	104,765,206.01
Texas Term	AR-0013	State Pool	07/13/07	Open	9,065,808.22	44,090,878.78	9,065,808.22	44,090,878.78	0.00	0.00	60,000,000.00	9,065,808.22	44,090,878.78
State Pool Total					**124,212,123.01**	**148,856,084.79**	**124,212,123.01**	**148,856,084.79**	**0.00**	**0.00**	**65,000,000.00**	**124,212,123.01**	**148,856,084.79**
Combined Port Total					**228,881,624.92**	**206,109,954.00**	**228,846,966.90**	**206,107,681.75**	**0.00**	**45,513,000.00**	**185,467,166.33**	**228,770,935.70**	**206,059,894.97**

Earnings and Yields Summary
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

Security Description	10/01/08 10/07/08	10/08/08 10/14/08	10/15/08 10/21/08	10/22/08 10/28/08	10/29/08 10/31/08	10/01/08 10/31/08
Combined Port						
FARMERS MAC D	19,220.03	0.00	0.00	0.00	0.00	19,220.03
FMC Discount	7,808.07	7,813.97	7,819.89	7,825.81	3,355.73	34,623.47
FNMA Discount	1,529.78	1,531.35	1,532.93	1,534.50	658.13	6,786.69
Money Market	16,190.46	16,190.47	16,190.47	16,190.47	6,198.74	70,960.61
Prosperity- I	14.94	3.06	0.00	0.00	0.00	18.00
State Pool	56,469.27	64,957.26	62,429.73	58,731.36	26,374.16	268,961.78
Port Total	**101,232.55**	**90,496.11**	**87,973.02**	**84,282.14**	**36,586.76**	**400,570.58**
Combined Port						
FARMERS MAC D	2.2264	0.0000	0.0000	0.0000	0.0000	2.2264
FMC Discount	3.9421	3.9451	3.9480	3.9510	3.9532	3.9472
FNMA Discount	2.6560	2.6587	2.6614	2.6642	2.6661	2.6607
Money Market	1.8498	1.8498	1.8498	1.8498	1.6765	1.8332
Prosperity- I	39.1311	28.0941	0.0005	0.0005	0.0002	36.6781
State Pool	2.3770	2.0161	2.0173	2.0193	2.1642	2.0981
Port Total	**2.3166**	**2.0790**	**2.0819**	**2.0865**	**2.1547**	**2.1437**

Matur Aging
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
MBIA	AR-0005	State Pool	06/05/02	1	2.0500
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	1.4000
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	1.4000
Texas Term	AR-0013	State Pool	07/13/07	1	2.6500
0 - 30 Days Total				**1**	**2.0396**
31 - 60 Days					
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	38	3.9962
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	40	2.6482
31 - 60 Days Total				**38**	**3.6925**
Investment Total				**3**	**2.1468**

Activity Statement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

Purchase Date	Sale Date	CUSIP	Invest Number	Security Description	Amor Value On 10/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 10/31/08
FARMERS MAC DISCOUNT NOTE											
04/03/08	10/08/08	31315KJ84	08-0009-01	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	45,493,779.97	0.00	0.00	45,513,000.00	0.00	0.00	0.00
FARMERS MAC DISCOUNT NOTE Total					**45,493,779.97**	**0.00**	**0.00**	**45,513,000.00**	**0.00**	**0.00**	**0.00**
FMC Discount Note											
12/21/07	Open	313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	10,313,899.56	0.00	0.00	0.00	0.00	0.00	10,348,523.03
FMC Discount Note Total					**10,313,899.56**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**10,348,523.03**
FNMA Discount Note											
06/17/08	Open	313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	2,984,631.25	0.00	0.00	0.00	0.00	0.00	2,991,417.94
FNMA Discount Note Total					**2,984,631.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,991,417.94**
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	45,764,506.19	-1,900,654.99	0.00	0.00	0.00	70,960.61	43,863,851.20
Money Market Total					**45,764,506.19**	**-1,900,654.99**	**0.00**	**0.00**	**0.00**	**70,960.61**	**43,863,851.20**
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	1,995.72	-1,977.71	0.00	0.00	0.00	18.00	18.01
Prosperity- Investment Account Total					**1,995.72**	**-1,977.71**	**0.00**	**0.00**	**0.00**	**18.00**	**18.01**
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	115,146,314.79	-10,381,108.78	0.00	0.00	0.00	243,891.22	104,765,206.01
07/13/07	Open	Texas Term	AR-0013	State Pool	9,065,808.22	35,025,070.56	0.00	0.00	0.00	25,070.56	44,090,878.78
State Pool Total					**124,212,123.01**	**24,643,961.78**	**0.00**	**0.00**	**0.00**	**268,961.78**	**148,856,084.79**
Investment Total					**228,770,935.70**	**22,741,329.08**	**0.00**	**45,513,000.00**	**0.00**	**339,940.39**	**206,059,894.97**

Interest Accrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val/Shares	Ending Amor Val/Cost	Purchased Interest	Int/Div Rec In the Perd	Int/Div Accrued In the Perd	PTD Purch Received	Int/Div Rec Purch/Date	Int/Div Accrued Purch/Date
FARMERS MAC DISCOUNT NOTE													
31315XJ84	08-0009-01	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	10/08/08	2.2264	45,513,000.00	45,513,000.00	0.00	0.00	0.00	0.00	0.00	0.00
FARMERS MAC DISCOUNT NOTE Total					**2.2264**	**45,513,000.00**	**45,513,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	3.9472	10,390,000.00	10,348,523.03	0.00	0.00	0.00	0.00	0.00	0.00
FMC Discount Note Total					**3.9472**	**10,390,000.00**	**10,348,523.03**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	2.6607	3,000,000.00	2,991,417.94	0.00	0.00	0.00	0.00	0.00	0.00
FNMA Discount Note Total					**2.6607**	**3,000,000.00**	**2,991,417.94**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	1.8332	43,863,851.20	43,863,851.20	0.00	70,960.61	0.00	0.00	7,802,727.49	0.00
Money Market Total					**1.8332**	**43,863,851.20**	**43,863,851.20**	**0.00**	**70,960.61**	**0.00**	**0.00**	**7,802,727.49**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	36.6784	18.01	18.01	0.00	18.00	0.00	0.00	1,232,594.12	0.00
Prosperity- Investment Account Total					**36.6784**	**18.01**	**18.01**	**0.00**	**18.00**	**0.00**	**0.00**	**1,232,594.12**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	2.0564	104,765,206.01	104,765,206.01	0.00	243,891.22	0.00	0.00	6,630,698.59	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	2.6137	44,090,878.78	44,090,878.78	0.00	25,070.56	0.00	0.00	1,346,888.78	0.00
State Pool Total					**2.0981**	**148,856,084.79**	**148,856,084.79**	**0.00**	**268,961.78**	**0.00**	**0.00**	**7,977,587.37**	**0.00**
Investment Total					**2.1437**	**251,622,954.00**	**251,572,894.97**	**0.00**	**339,940.39**	**0.00**	**0.00**	**17,012,908.98**	**0.00**

Premium/Discount Amortization

Ft. Bend County

Effective Interest - Actal Life

Receipts in Period

10/01/08 - 10/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Amortiz Date	Yield Earned	Beginning Par Val/Shares	Beginning Unamor Val/Cost	Premium Discount	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt	Amortization In the Perd	Amortization Purch/Date
FARMERS MAC DISCOUNT NOTE													
31315XC84	08-0009-01	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	10/08/08	2.2264	45,513,000.00	44,999,613.36	513,386.64	45,513,000.00	45,513,000.00	0.00	19,220.03	513,386.64
FARMERS MAC DISCOUNT NOTE Total					**2.2264**	**45,513,000.00**	**44,999,613.36**	**513,386.64**	**45,513,000.00**	**45,513,000.00**	**0.00**	**19,220.03**	**513,386.64**
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	12/08/08	3.9472	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,348,523.03	41,476.97	34,623.47	348,722.39
FMC Discount Note Total					**3.9472**	**10,390,000.00**	**9,999,800.64**	**390,199.36**	**10,390,000.00**	**10,348,523.03**	**41,476.97**	**34,623.47**	**348,722.39**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	12/10/08	2.6607	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,991,417.94	8,582.06	6,786.69	29,243.27
FNMA Discount Note Total					**2.6607**	**3,000,000.00**	**2,962,174.67**	**37,825.33**	**3,000,000.00**	**2,991,417.94**	**8,582.06**	**6,786.69**	**29,243.27**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	1.8332	45,764,506.19	45,764,506.19	0.00	43,863,851.20	43,863,851.20	0.00	0.00	0.00
Money Market Total					**1.8332**	**45,764,506.19**	**45,764,506.19**	**0.00**	**43,863,851.20**	**43,863,851.20**	**0.00**	**0.00**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	36.6784	1,995.72	1,995.72	0.00	18.01	18.01	0.00	0.00	0.00
Prosperity- Investment Account Total					**36.6784**	**1,995.72**	**1,995.72**	**0.00**	**18.01**	**18.01**	**0.00**	**0.00**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	2.0564	115,146,314.79	115,146,314.79	0.00	104,765,206.01	104,765,206.01	0.00	0.00	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	2.6137	9,065,808.22	9,065,808.22	0.00	44,090,878.78	44,090,878.78	0.00	0.00	0.00
State Pool Total					**2.0981**	**124,212,123.01**	**124,212,123.01**	**0.00**	**148,856,084.79**	**148,856,084.79**	**0.00**	**0.00**	**0.00**
Investment Total					**2.1437**	**228,881,624.92**	**227,940,213.59**	**941,411.33**	**251,622,954.00**	**251,572,894.97**	**50,059.03**	**60,630.19**	**891,352.30**

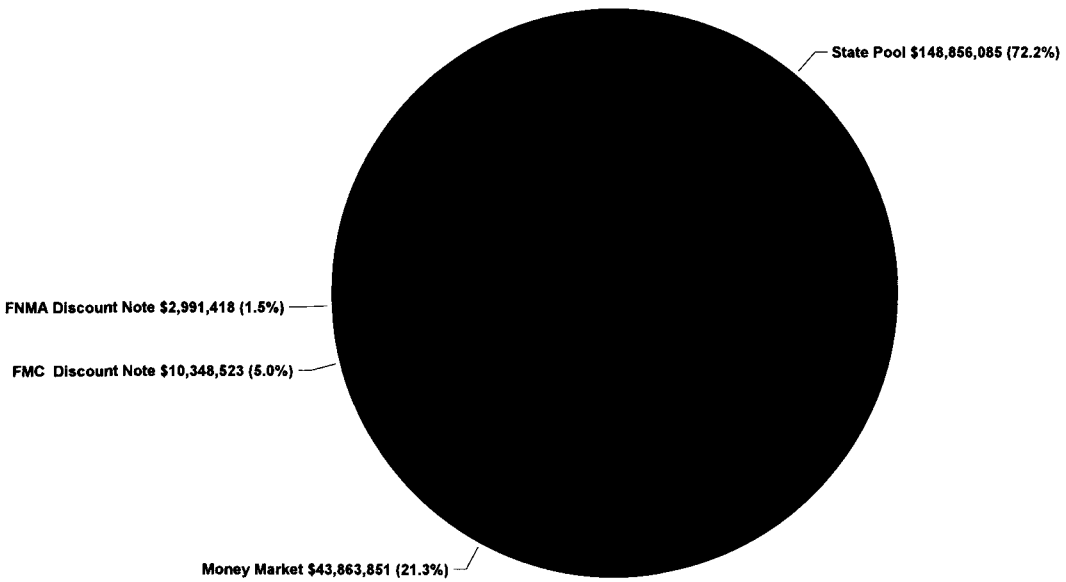
Open In stments
Ft. Bend County
Effective Interest - Actal Life
Receipts in Period
10/31/08

CUSIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
FMC Discount Note																		
313396853	CS-0002	Freddie Mac Disc Note 0.00 12/08/09		12/21/07	Open	2400	100	None	3.9962	3.9962	0.962445	10,390,000.00	9,999,800.64	390,199.36	0.996008	10,390,000.00	10,348,523.03	41,476.97
FMC Discount Note Total									**3.9962**	**3.9962**	**0.962445**	**10,390,000.00**	**9,999,800.64**	**390,199.36**	**0.996008**	**10,390,000.00**	**10,348,523.03**	**41,476.97**
FNMA Discount Note																		
313588S71	CS-0011	FNMA Discount Note 0.00 12/10/08		06/17/08	Open	2520	100	None	2.6482	2.6482	0.987392	3,000,000.00	2,962,174.67	37,825.33	0.997139	3,000,000.00	2,991,417.94	8,582.06
FNMA Discount Note Total									**2.6482**	**2.6482**	**0.987392**	**3,000,000.00**	**2,962,174.67**	**37,825.33**	**0.997139**	**3,000,000.00**	**2,991,417.94**	**8,582.06**
Money Market																		
Prosperity-Money Market Accts.	AR-0009	Money Market		11/30/03	Open	100	100	100	1.4000	1.4000	1.000000	12,505,577.66	12,505,577.66	0.00	1.000000	43,863,851.20	43,863,851.20	0.00
Money Market Total									**1.4000**	**1.4000**	**1.000000**	**12,505,577.66**	**12,505,577.66**	**0.00**	**1.000000**	**43,863,851.20**	**43,863,851.20**	**0.00**
Prosperity- Investment Account																		
Prosperity-Invest Acct	AR-0004	SNB - Investment Account		03/20/02	Open	100	100	100	1.4000	1.4000	1.000000	50,000,000.00	50,000,000.00	0.00	1.000000	18.01	18.01	0.00
Prosperity- Investment Account Total									**1.4000**	**1.4000**	**1.000000**	**50,000,000.00**	**50,000,000.00**	**0.00**	**1.000000**	**18.01**	**18.01**	**0.00**
State Pool																		
MBIA	AR-0005	State Pool		06/05/02	Open	2000	2000	2000	2.0500	2.0500	1.000000	5,000,000.00	5,000,000.00	0.00	1.000000	104,765,206.01	104,765,206.01	0.00
Texas Term	AR-0013	State Pool		07/13/07	Open	2005	2005	2005	2.6500	2.6500	1.000000	60,000,000.00	60,000,000.00	0.00	1.000000	44,090,878.78	44,090,878.78	0.00
State Pool Total									**2.2277**	**2.2277**	**1.000000**	**65,000,000.00**	**65,000,000.00**	**0.00**	**1.000000**	**148,856,084.79**	**148,856,084.79**	**0.00**
Investment Total									**2.1468**	**2.1468**	**0.996962**	**140,895,577.66**	**140,467,552.97**	**428,024.69**	**0.999757**	**206,109,954.00**	**206,059,894.97**	**50,059.03**

Open In stments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
10/31/08

By Security

Open Investments $206,059,895



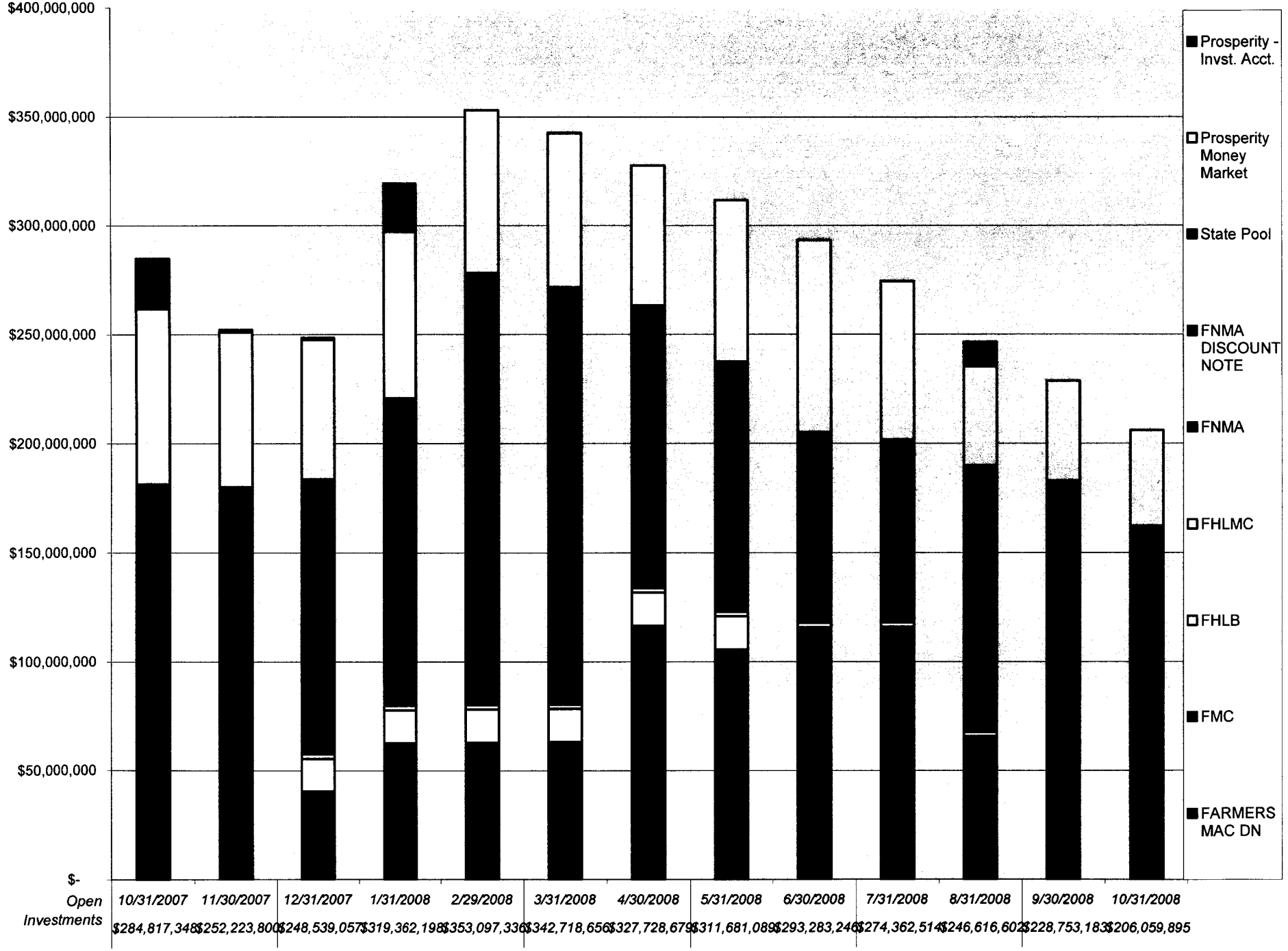
- FMC Discount Note $10,348,523 (5.0%)
- FNMA Discount Note $2,991,418 (1.5%)
- Money Market $43,863,851 (21.3%)
- Prosperity- Investment Account $18 (0.0%)
- State Pool $148,856,085 (72.2%)

AS PER ORIGINAL

FBC INVESTMENT TRAILING 12 MONTHS

Open Investments		FARMERS MAC DN	FMC	FHLB	FHLMC	FNMA	FNMA DISCOUNT NOTE	State Pool	Prosperity Money Market	Prosperity - Invst. Acct.
$ 284,817,348	10/31/2007	$ -	$31,307,480	$ -	$ -	$10,016,143	$30,300,454	$ 109,770,609	$80,389,329	$23,033,332
$ 252,223,800	11/30/2007	$ -	$30,414,012	$ -	$ -	$10,032,301	$30,424,820	$ 109,210,075	$71,125,302	$ 1,017,289
$ 248,539,057	12/31/2007	$ -	$40,547,670	$15,014,502	$ 2,070,046	$17,952,088	$30,554,409	$ 77,608,562	$63,841,416	$ 950,364
$ 319,362,198	1/31/2008	$ -	$62,731,439	$15,068,626	$ 2,071,125	$ 7,905,639	$41,698,206	$ 91,159,600	$76,508,551	$22,219,011
$ 353,097,336	2/29/2008	$ -	$62,936,496	$15,119,613	$ 2,072,197	$ 7,907,650	$11,043,895	$ 179,001,587	$74,976,274	$ 39,624
$ 342,718,656	3/31/2008	$ -	$63,156,872	$15,174,500	$ 2,073,274	$ 7,909,603	$11,077,006	$ 172,153,918	$70,986,373	$ 187,111
$ 327,728,679	4/30/2008	$45,075,707	$71,420,813	$15,227,996	$ 2,074,303	$ 7,911,505	$11,109,239	$ 110,348,085	$64,556,400	$ 4,632
$ 311,681,089	5/31/2008	$45,160,103	$60,446,155	$15,283,673	$ 2,075,366	$ 7,913,407	$11,142,743	$ 95,388,183	$74,271,455	$ 4
$ 293,283,246	6/30/2008	$55,191,030	$60,579,607	$ -	$ 2,076,394	$ 7,915,309	$ 2,964,670	$ 76,415,666	$88,037,185	$ 103,386
$ 274,362,514	7/31/2008	$55,296,166	$60,717,971	$ -	$ 2,077,457	$ 7,917,210	$ 2,971,366	$ 72,717,139	$72,565,072	$ 100,133
$ 246,616,602	8/31/2008	$55,401,544	$10,280,503	$ -	$ 2,078,520	$ 7,919,112	$ 2,978,093	$ 111,274,803	$45,437,117	$11,225,138
$ 228,753,183	9/30/2008	$45,493,780	$10,313,900	$ -	$ -	$ -	$ 2,984,631	$ 124,194,371	$45,764,506	$ 1,996
$ 206,059,895	10/31/2008	$ -	$10,348,523	$ -	$ -	$ -	$ 2,991,418	$ 148,856,085	$43,863,851	$ 18

FBC Investments Trailing 12 mos.



Open Investments	10/31/2007	11/30/2007	12/31/2007	1/31/2008	2/29/2008	3/31/2008	4/30/2008	5/31/2008	6/30/2008	7/31/2008	8/31/2008	9/30/2008	10/31/2008
	$284,817,348	$252,223,800	$248,539,057	$319,362,198	$353,097,336	$342,718,656	$327,728,679	$311,681,089	$293,283,246	$274,362,514	$246,616,602	$228,753,183	$206,059,895

AS PER ORIGINAL

17

Sue Brock - October interest rate

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: "Sue Brock" <brocksue@co.fort-bend.tx.us>, "Patsy Schultz" <schulpat@co.fort-bend.tx.us>, "Ed Sturdivant" <sturdrob@co.fort-bend.tx.us>, "Debbie Gasser" <gassedeb@co.fort-bend.tx.us>
Date: 10/2/2008 8:21 AM
Subject: October interest rate

Good morning,

In accordance to the Depository bid, the variable interest rate for the month of October will reflect the change in the 91 day t-bill rate. The 91 day t-bill investment rate is 1.11% plus 0.29. Rate paid will be 1.40%. We will pay the Texpool rate of 2.28% on the designated investment accounts.

Please let us know if you should have any questions.

Thank you,

Laura

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
Fax 281.269.7108
laura.turner@prosperitybanktx.com

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mbia
ASSET MANAGEMENT

Texas CLASS Daily Rates October 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

Date	*Daily Rates*	*Annual Yield*
10/01/08	2.54%	2.57%
10/02/08	1.96%	1.98%
10/03/08	1.89%	1.90%
10/04/08	1.89%	1.90%
10/05/08	1.89%	1.90%
10/06/08	1.97%	1.99%
10/07/08	2.46%	2.49%
10/08/08	2.65%	2.69%
10/09/08	2.32%	2.34%
10/10/08	2.15%	2.17%
10/11/08	2.15%	2.17%
10/12/08	2.15%	2.17%
10/13/08	2.15%	2.17%
10/14/08	2.01%	2.03%
10/15/08	2.08%	2.10%
10/16/08	2.12%	2.14%
10/17/08	1.94%	1.96%
10/18/08	1.94%	1.96%
10/19/08	1.94%	1.96%
10/20/08	1.97%	1.99%
10/21/08	1.97%	1.99%
10/22/08	2.00%	2.02%
10/23/08	2.09%	2.11%
10/24/08	2.02%	2.04%
10/25/08	2.02%	2.04%
10/26/08	2.02%	2.04%
10/27/08	1.97%	1.99%
10/28/08	1.94%	1.96%
10/29/08	1.79%	1.81%
10/30/08	1.75%	1.77%
10/31/08	1.72%	1.74%
Average	2.05%	2.07%

Rates can vary over time. Past performance is no guarantee of future results.

TexasDAILY

a portfolio established by the TexasTERM Local Government Investment Pool

Current Rates (1)

	As of November 2, 2008
Current Yield	**2.57%**
One-Day Yield	**2.49%**
Allocation Factor	**0.000067928**

Historical Rates

Monthly Distribution Yields (2)

	2002	2003	2004	2005	2006	2007	2008
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	2.39%
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	2.38%
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	2.65%
November	1.70%	1.03%	1.82%	3.92%	5.25%	4.80%	
December	1.49%	1.05%	2.05%	4.13%	5.25%	4.53%	

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Past performance is not indicative of future results and yields may vary.

(1) The current yield, which is also known as the current annualized yield or current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally $1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The allocation factor represents the daily net income dividend declared by the TexasDAILY portfolio divided by the portfolio's daily net assets. The one-day yield represents the allocation factor of the TexasDAILY portfolio divided by the daily net asset value per share (normally $1.00) multiplied by 365. Unlike the current yield – which excludes capital changes and income other than investment income – the allocation factor and one-day yield are inclusive of capital changes and any income other than investment income.

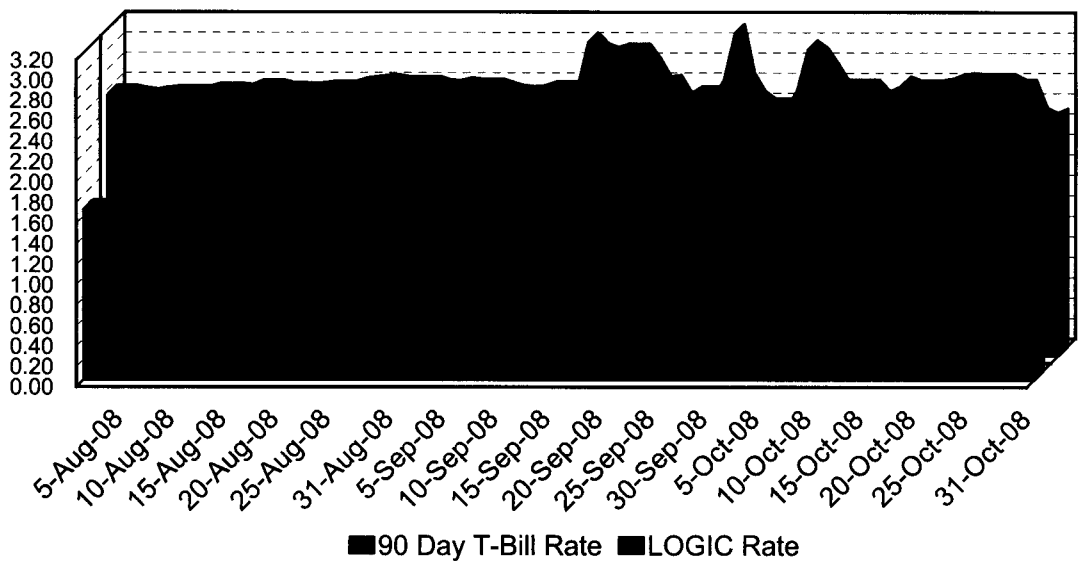
(2) The monthly distribution yield represents the sum of a month's one-day allocation factors divided by the number of days in that month, and multiplied by 365.

(3) The TexasDAILY portfolio began operations on March 25, 2002.

Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAF & AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a $1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities.

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing. This and other information about the Pool is available in the Pool's Information Statements, which should be read carefully before investing. Copies of the Pool's Information Statements may be obtained by calling 1-866-839-8376 or are available on the Pool's website at www.texasterm.net. While TexasDAILY seeks to maintain a stable net asset value of $1.00 per share and TexasTERM seeks to achieve a net asset value of $1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Shares of the Pool are distributed by ***PFM Fund Distributors, Inc.****, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC*

LOGIC versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for October 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Oct-08	2.6652%	0.000073018	1,829,632,575.98	0.999157	31	66
2-Oct-08	2.4958%	0.000068377	1,818,659,388.24	0.999260	36	72
3-Oct-08	2.4204%	0.000066312	1,770,709,684.57	0.999096	39	75
4-Oct-08	2.4204%	0.000066312	1,770,709,684.57	0.999096	39	75
5-Oct-08	2.4204%	0.000066312	1,770,709,684.57	0.999096	39	75
6-Oct-08	2.5994%	0.000071216	1,741,310,619.66	0.999259	39	75
7-Oct-08	2.9949%	0.000082053	1,754,469,622.65	0.999276	38	74
8-Oct-08	2.9198%	0.000079995	1,765,792,863.37	0.999336	39	74
9-Oct-08	2.7748%	0.000076022	1,764,072,650.65	0.999253	39	74
10-Oct-08	2.6071%	0.000071427	1,734,913,353.32	0.999078	37	73
11-Oct-08	2.6071%	0.000071427	1,734,913,353.32	0.999078	37	73
12-Oct-08	2.6071%	0.000071427	1,734,913,353.32	0.999078	37	73
13-Oct-08	2.6071%	0.000071427	1,734,913,353.32	0.999078	37	73
14-Oct-08	2.4918%	0.000068268	1,730,253,302.84	0.999318	36	72
15-Oct-08	2.5396%	0.000069579	1,684,267,690.93	0.999366	37	73
16-Oct-08	2.6388%	0.000072295	1,664,172,615.40	0.999346	45	82
17-Oct-08	2.5972%	0.000071157	1,685,940,934.54	0.999256	43	79
18-Oct-08	2.5972%	0.000071157	1,685,940,934.54	0.999256	43	79
19-Oct-08	2.5972%	0.000071157	1,685,940,934.54	0.999256	43	79
20-Oct-08	2.6161%	0.000071675	1,658,237,409.27	0.999696	43	79
21-Oct-08	2.6540%	0.000072713	1,664,310,310.32	0.999832	42	78
22-Oct-08	2.6716%	0.000073195	1,658,925,784.83	0.999948	42	78
23-Oct-08	2.6626%	0.000072949	1,652,686,454.94	0.999949	41	77
24-Oct-08	2.6628%	0.000072954	1,625,921,538.50	0.999833	41	76
25-Oct-08	2.6628%	0.000072954	1,625,921,538.50	0.999833	41	76
26-Oct-08	2.6628%	0.000072954	1,625,921,538.50	0.999833	41	76
27-Oct-08	2.6083%	0.000071460	1,717,312,967.80	0.999940	38	71
28-Oct-08	2.6066%	0.000071415	1,698,759,938.26	1.000036	38	71
29-Oct-08	2.3285%	0.000063794	1,693,535,047.88	1.000082	37	71
30-Oct-08	2.2798%	0.000062459	1,683,055,373.71	1.000355	37	71
31-Oct-08	2.3183%	0.000063514	1,625,272,627.28	1.000185	36	71
Average	2.5915%	0.000070999	1,709,422,488.07		39	75

PROSPERITY BANK
MONEY MARKET ACCOUNTS

October 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	6,105,113.39	32,649,555.62	30,390,219.27	7,641.34	8,372,091.08
030/150	Juvenile Operations	5,325,603.22	219,239.01	1,125,640.61	5,822.03	4,425,023.65
105/155	Road & Bridge	484,133.26	1,352,991.81	1,534,807.02	237.06	302,555.11
115/160	Drainage District	148,935.80	843,741.92	665,313.58	272.75	327,636.89
117/165	Lateral Road	211,829.14	-	-	409.58	212,238.72
120/170	Statue Restoration	4,081.39	-	-	7.89	4,089.28
121/175	City Water Assistance	16,631.05	255.00	-	32.19	16,918.24
123/185	Entex Contributions	1,678.71	-	-	3.25	1,681.96
124/190	H L & P Assistance	31,756.39	-	5,329.50	57.04	26,483.93
125/195	County Law Library	650,648.65	37,513.48	14,149.59	1,269.26	675,281.80
126/200	Law Enforcement Academy	527,076.20	39,992.00	455.90	1,065.07	567,677.37
129/210	Ambulance Paramedics	11,125.33	-	21.17	21.48	11,125.64
130/360	Law Enforcement Training	102,708.52	1,823.69	708.00	198.50	104,022.71
131/215	Library Donations	127,528.41	620.91	1,367.42	244.84	127,026.74
133/225	FBC Asset Forfei.Task-State	841,898.92	3,147.78	27,131.37	1,766.56	819,681.89
135/235	Probate Court Training	47,082.71	965.00	-	91.92	48,139.63
136/240	JP Technology Fund	522,399.65	8,017.52	9,537.20	1,007.81	521,887.78
137/245	Alert Program-Juvenile	26,956.06	110.00	-	52.28	27,118.34
141/255	D A Asset Forfeiture-Fed.	42.64	1,840.46	-	0.66	1,883.76
142/260	D A Bad Check Coll Fund	77,037.78	3,635.46	3,949.16	151.33	76,875.41
143/265	Gus George Memorial	7,137.21	-	-	13.80	7,151.01
144/270	Records Mgmt.Debt.Service	1,376,334.74	178,413.00	178,466.58	2,639.62	1,378,920.78
145/275	D A Special Fund Run	16,280.07	-	-	31.48	16,311.55
146/280	Co.Atty.Supplemental Salary	79,892.92	-	6,927.34	148.11	73,113.69
147/285	FBC Records Management	232,818.33	21,396.88	7,750.41	459.77	246,924.57

PROSPERITY
BANK
MONEY MARKET ACCOUNTS

October 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
148/290	VIT Interest (Tax Coll)	2,083.46	-	1,188.00	1.81	897.27
149/295	Courthouse Security	473,163.79	53,090.25	42,390.74	925.78	484,789.08
150/300	FBC Elections	639,554.17	3,085.00	13,195.03	1,223.29	630,667.43
151/305	FBC Asset Forfie.Task-Fed.	28,612.82	-	-	55.32	28,668.14
153/310	Sheriff Ofc/Forfei.Assets-St.	186,931.39	-	1,650.00	358.35	185,639.74
154/315	Sheriff Ofc/Forfei.Assets-Fed.	66,278.54	-	338.97	127.89	66,067.46
156/320	Constable Pct. 2 F/A	10,864.30	-	-	21.01	10,885.31
157/325	Constable Forfeiture-Federal	127.12	-	-	0.25	127.37
159/335	DA Asset Forfeit.-State	127,666.08	-	4,556.80	241.30	123,350.58
163/350	FBC Gates Foundation Grant	1,300.18	-	-	2.51	1,302.69
164/355	FBC Co.Child Abuse Prev.	1,176.90	200.00	1.90	2.30	1,377.30
201/702	Upper Oyster Creek	1,981,623.23	-	-	3,831.51	1,985,454.74
203/706	Clear Creek Fund	532,514.45	-	-	1,029.63	533,544.08
204/708	Lower Oyster Creek	1,402,255.34	-	-	2,711.29	1,404,966.63
205/710	County Big Creek	982,489.56	-	5,663.50	1,889.07	978,715.13
220/800	Toll Road Authority	584,877.76	-	15,037.42	706.91	570,547.25
230/718	Mobility Projects	492,775.39	1,228,678.24	1,538,650.88	411.03	183,213.78
231/732	2007 Facilities Const. Bonds	446,378.86	5,513,359.82	5,624,103.08	775.18	336,410.78
410/810	Toll Road Operations	3,396,365.72	585,011.46	1,503,026.32	5,188.98	2,483,539.84
504/SOCO	FBC Sheriff Commissary	315,455.39	-	-	609.94	316,065.33
520/894	Bail Bond Securities	3,235.65	-	6.16	6.25	3,235.74
534/896	On Site Wastewater	1,827.15	210.00	1,423.15	1.61	615.61
540/898	Consolidated Court Cost	573,271.67	369,532.26	608,270.64	1,347.34	335,880.63
801/380	Emergency Food & Shelter	41,393.38	43,113.06	44,880.28	83.03	39,709.19
805/390	Child Protective Service IV-E	170,840.80	214,861.36	8,524.55	481.35	377,658.96
813/400	CDBC 2001	45,790.59	133,622.22	135,264.29	47.38	44,195.90

PROSPERITY BANK
MONEY MARKET ACCOUNTS

October 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
826/402	Hope 3 Program Sales	43,526.73	-	3,036.83	78.48	40,568.38
860/410	Child Support IVD Reimb.	157,524.41	1,039.68	-	305.74	158,869.83
864/415	Local Law Enf.Block Grant	50,535.43	-	1,944.38	96.64	48,687.69
899/420	Grant Administration	5,896.88	-	-	11.40	5,908.28
960/440	Supervision	1,451,431.53	807,427.15	606,129.66	2,206.91	1,654,935.93
255/724	FBC Parkway	27,139.51	-	-	52.47	27,191.98
402/855	Workers Comp/Unem/Ins.	188,976.42	17,584.64	158,400.53	253.81	48,414.34
127/205	FBC Surface Water Sup.Corp	7,376.50	-	-	14.26	7,390.76
TREA	FBC Treasurers Account	601,855.15	3,126,816.64	3,651,520.97	754.63	77,905.45
400/850M	Boon-Chapman Medical	598,810.52	2,000,000.00	1,459,814.17	924.88	1,139,921.23
400/850D	Boon-Chapman Dental	518,539.72	-	85,069.22	556.82	434,027.32
400/850	FBC Employee Benefits	5,107,338.44	590,944.39	2,222,216.21	7,792.78	3,483,859.40
400/882	FBC Boon-Chapman 125	84,606.37	31,778.45	20,565.71	100.24	95,919.35
504/884	FBC Fee Officer's Account	2,813,179.42	1,720,583.87	2,388,383.99	3,129.50	2,148,508.80
IHC	FBC Boon-Chapman IHC	31,917.46	500,892.13	207,924.92	-	324,884.67
AP	FBC Accounts Payable	19,203.32	-	2,937.36	19.53	16,285.49
PAY	FBC Payroll Account	11,140.02	-	18.00	21.51	11,143.53
912	JP Credit Card Processing	19,852.10	83,559.00	91,735.10	14.84	11,690.84
908	EMS Credit Card Processing	1,265.99	4,685.72	4,412.16	3.72	1,543.27
600/605	FBC Debt Service	4,333,924.55	49,777.21	500.00	8,438.58	4,391,640.34
264/726	Oyster Creek	131,751.14	-	-	254.74	132,005.88
265/728	Flood Control	73,130.40	-	-	98.28	73,228.68
GAS	FBC FUEL ACCT (Susser)	-	335,398.70	325,571.35	104.92	9,932.27
	Total	45,764,506.19	52,778,510.79	54,750,126.39	70,960.61	43,863,851.20

Investment Report
Ft. Bend County
11/01/08 - 11/30/08

This report summarizes the investment position of Ft. Bend County for the period 11/01/08 to 11/30/08.

	10/31/08	11/30/08
Book Value	206,059,894.97	191,644,312.46
Market Value	206,107,039.15	191,652,869.43
Par Value	206,109,954.00	191,654,157.02
Change in Market Value		40,214.47
Weighted Average Maturity (in Days)	3	2
Weighted Average Yield-to-Maturity of Portfolio	2.1468%	2.0089%
Yield-to-Maturity of 90 Day T-Bill	0.4450%	0.0250%
Accrued Interest		0.00

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

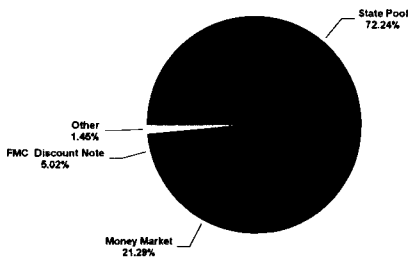
Pamela Gubbels

Director of Finance + Investments

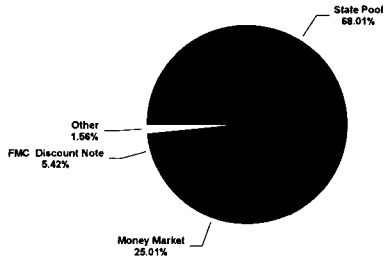
March 2, 2009

Investme t Report
Ft. Bend County
11/01/08 - 11/30/08

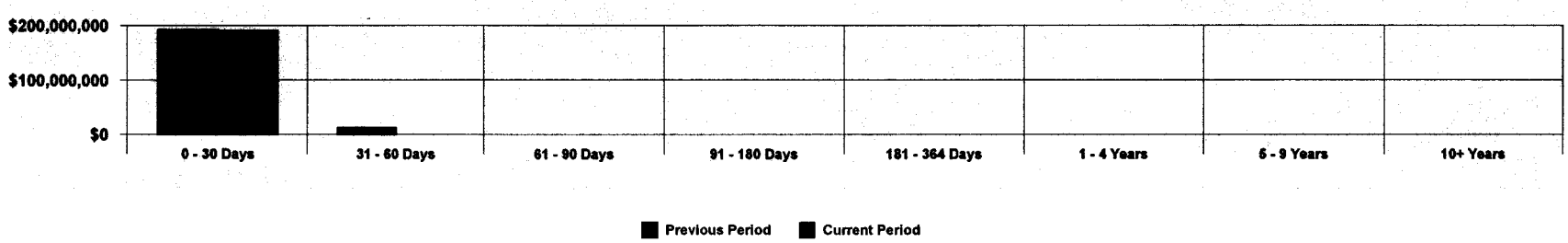
Portfolio Composition - 10/31/08



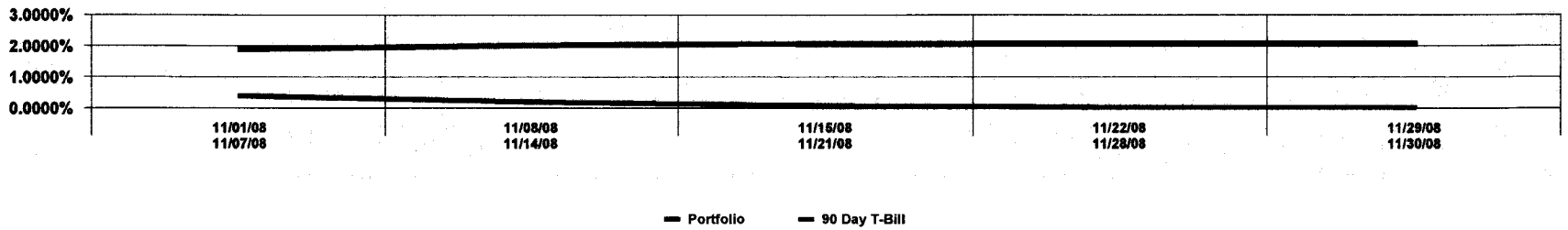
Portfolio Composition - 11/30/08



Maturity Aging - 10/31/08 vs 11/30/08



Portfolio Performance - 11/01/08 to 11/30/08



AS PER ORIGINAL

GASB 31 ompliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 11/01/08	Beginning Unit Price	Par Value On 11/01/08	Reported Value 11/01/08	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 11/30/08	Price Source 11/30/08	Reported Value 11/30/08	Change in Fair Value	Interest	Net Investment Income
313396S53	SB-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	Amort Value	3.5602		0.996036	10,390,000.00	10,348,523.03	0.00	0.00	0.999214	10,390,000.00		10,382,146.38	33,617.25	0.00	33,617.25
313588T1	SB-0011	FHMA Discount Note 0.00 12/10/08	06/19/08	Open	Amort Value	2.6726		0.997139	3,000,000.00	2,991,417.94	0.00	0.00	0.999939	3,000,000.00		2,998,035.16	6,597.22	0.00	6,597.22
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/02/02	Open	Fair Value	1.2050	Manual	1.000000	18.01	18.01	0.00	-1,972.56	1.000000	1,990.57	Manual	1,990.57	0.00	1,990.56	1,990.56
MBIA	AR-0005	State Pool	06/05/02	Open	Fair Value	0.0000	Manual	1.000000	104,765,206.01	104,765,206.01	0.00	104,765,206.01	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
Prosperity-Money Market Accts.	AR-0006	Money Market	12/30/03	Open	Fair Value	1.7584	Manual	1.000000	43,862,851.20	43,862,851.20	0.00	-4,975,967.29	1.000000	47,938,818.49	Manual	47,938,818.49	0.00	63,412.49	63,412.49
Texas Term	AR-0013	State Pool	07/13/07	Open	Fair Value	0.0000	Manual	1.000000	44,090,878.78	44,090,878.78	0.00	44,090,878.78	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
MBG1-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	Fair Value	1.6695	Manual	0.000000	0.00	0.00	1,508,730.26	-2,064.63	1.000000	1,510,794.89	Manual	1,510,794.89	0.00	2,064.63	2,064.63
MBG2-MBIA General	AR-0015	State Pool	11/01/08	Open	Fair Value	1.5951	Manual	0.000000	0.00	0.00	17,374,917.83	16,492,179.18	1.000000	882,838.65	Manual	882,838.65	0.00	7,920.82	7,920.82
MBG3-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	Fair Value	1.5801	Manual	0.000000	0.00	0.00	2,356,438.24	2,356,438.24	0.000000	0.00	Manual	0.00	0.00	739.15	739.15
MBG4-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	Fair Value	1.5801	Manual	0.000000	0.00	0.00	1,267,218.21	1,267,218.21	0.000000	0.00	Manual	0.00	0.00	327.91	327.91
MBG5-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	Fair Value	1.6420	Manual	0.000000	0.00	0.00	16,354,974.77	11,990,235.63	1.000000	4,364,739.14	Manual	4,364,739.14	0.00	8,764.37	8,764.37
MBG6-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	Fair Value	1.5463	Manual	0.000000	0.00	0.00	3,143,377.27	1,997,917.28	1.000000	1,145,459.99	Manual	1,145,459.99	0.00	2,062.72	2,062.72
MBG7-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	Fair Value	1.6400	Manual	0.000000	0.00	0.00	57,854,378.51	39,460,180.77	1.000000	18,394,197.74	Manual	18,394,197.74	0.00	35,815.23	35,815.23
MBG8-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	Fair Value	1.6428	Manual	0.000000	0.00	0.00	4,405,170.92	2,997,239.93	1.000000	1,407,930.99	Manual	1,407,930.99	0.00	2,700.07	2,700.07
TTG0-TX TERM General	AR-0022	State Pool	11/01/08	Open	Fair Value	2.1576	Manual	0.000000	0.00	0.00	10,036,457.67	4,985,251.06	1.000000	5,021,166.81	Manual	5,021,166.81	0.00	14,748.94	14,748.94
TTG1-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	Fair Value	2.1194	Manual	0.000000	0.00	0.00	8,483,566.82	-14,807.53	1.000000	8,498,374.35	Manual	8,498,374.35	0.00	14,807.53	14,807.53
TTG2-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
TTG3-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	Fair Value	2.1024	Manual	0.000000	0.00	0.00	25,480,636.00	-10,054,825.05	1.000000	35,535,461.05	Manual	35,535,461.05	0.00	54,825.05	54,825.05
TTG4-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	Fair Value	1.9936	Manual	0.000000	0.00	0.00	10,462.28	-1,359,116.54	1.000000	1,369,578.82	Manual	1,369,578.82	0.00	1,839.15	1,839.15
TTG5-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	Fair Value	2.5358	Manual	0.000000	0.00	0.00	109,774.61	-17,998.15	1.000000	127,772.76	Manual	127,772.76	0.00	452.03	452.03
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	12,000,000.00	-12,615.84	1.000000	12,012,615.84	Manual	12,012,615.84	0.00	12,615.84	12,615.84
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	2,000,000.00	-2,523.17	1.000000	2,002,523.17	Manual	2,002,523.17	0.00	2,523.17	2,523.17
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	3,000,000.00	-3,784.75	1.000000	3,003,784.75	Manual	3,003,784.75	0.00	3,784.75	3,784.75
LOG4-Logic-Facilities Const.Fnd	AR-0031	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	25,000,000.00	-31,539.60	1.000000	25,031,539.60	Manual	25,031,539.60	0.00	31,539.60	31,539.60
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	500,000.00	-630.79	1.000000	500,630.79	Manual	500,630.79	0.00	630.79	630.79
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	10,000,000.00	-12,615.84	1.000000	10,012,615.84	Manual	10,012,615.84	0.00	12,615.84	12,615.84
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	Fair Value	2.1998	Manual	0.000000	0.00	0.00	1,000,000.00	-1,261.58	1.000000	1,001,261.58	Manual	1,001,261.58	0.00	1,261.58	1,261.58
Investment Total						**2.0302**		**0.999757**	**206,109,954.00**	**206,059,894.97**	**200,356,084.79**	**214,811,881.77**	**0.999949**	**191,654,157.02**		**191,644,312.46**	**40,214.47**	**281,666.22**	**321,880.69**

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
732 - 2007 Facilities Const. Bonds													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	3.25	658.47	3.25	658.47	0.00	0.00	0.00	3.25	658.47
Prosperity- Investment Account Total					**3.25**	**658.47**	**3.25**	**658.47**	**0.00**	**0.00**	**0.00**	**3.25**	**658.47**
State Pool													
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	0.00	18,394,197.74	0.00	18,394,197.74	57,854,378.51	0.00	57,854,378.51	0.00	18,394,197.74
MBIA	AR-0005	State Pool	06/05/02	Open	57,854,378.51	0.00	57,854,378.51	0.00	0.00	0.00	0.00	57,854,378.51	0.00
TX03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	0.00	35,535,461.25	0.00	35,535,461.25	25,480,636.20	0.00	25,480,636.20	0.00	35,535,461.25
Texas Term	AR-0013	State Pool	07/13/07	Open	25,480,623.75	0.00	25,480,623.75	0.00	0.00	0.00	60,000,000.00	25,480,623.75	0.00
State Pool Total					**83,335,002.26**	**53,929,658.99**	**83,335,002.26**	**53,929,658.99**	**83,335,014.71**	**0.00**	**143,335,014.71**	**83,335,002.26**	**53,929,658.99**
732 - 2007 Facilities Const. Bonds Total					**83,335,005.51**	**53,930,317.46**	**83,335,005.51**	**53,930,317.46**	**83,335,014.71**	**0.00**	**143,335,014.71**	**83,335,005.51**	**53,930,317.46**
710 - Big Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
710 - Big Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
160 - Drainage District													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	7.46	126.36	7.46	126.36	0.00	0.00	0.00	7.46	126.36
Prosperity- Investment Account Total					**7.46**	**126.36**	**7.46**	**126.36**	**0.00**	**0.00**	**0.00**	**7.46**	**126.36**
State Pool													
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	1,267,218.21	0.00	1,267,218.21	0.00	0.00

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
MBIA	AR-0005	State Pool	06/05/02	Open	1,267,218.21	0.00	1,267,218.21	0.00	0.00	0.00	0.00	1,267,218.21	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	0.00	127,772.76	0.00	127,772.76	109,774.61	0.00	109,774.61	0.00	127,772.76
Texas Term	AR-0013	State Pool	07/13/07	Open	109,774.67	0.00	109,774.67	0.00	0.00	0.00	0.00	109,774.67	0.00
State Pool Total					**1,376,992.88**	**127,772.76**	**1,376,992.88**	**127,772.76**	**1,376,992.82**	**0.00**	**1,376,992.82**	**1,376,992.88**	**127,772.76**
160 - Drainage District Total					**1,377,000.34**	**127,899.12**	**1,377,000.34**	**127,899.12**	**1,376,992.82**	**0.00**	**1,376,992.82**	**1,377,000.34**	**127,899.12**
FBC NAR - FBC NARCOTICS													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FBC NAR - FBC NARCOTICS Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
810 - FBC Toll Road Operations													
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	10,390,000.00	10,390,000.00	10,388,285.15	10,388,712.41	0.00	0.00	9,999,800.64	10,348,523.03	10,382,140.28
FMC Discount Note Total					**10,390,000.00**	**10,390,000.00**	**10,388,285.15**	**10,388,712.41**	**0.00**	**0.00**	**9,999,800.64**	**10,348,523.03**	**10,382,140.28**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	3,000,000.00	2,998,800.00	3,000,000.00	0.00	0.00	2,962,174.67	2,991,417.94	2,998,015.16
FNMA Discount Note Total					**3,000,000.00**	**3,000,000.00**	**2,998,800.00**	**3,000,000.00**	**0.00**	**0.00**	**2,962,174.67**	**2,991,417.94**	**2,998,015.16**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	0.00	1,145,459.99	0.00	1,145,459.99	3,143,377.27	0.00	3,143,377.27	0.00	1,145,459.99
MBIA	AR-0005	State Pool	06/05/02	Open	3,143,377.27	0.00	3,143,377.27	0.00	0.00	0.00	0.00	3,143,377.27	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**3,143,377.27**	**1,145,459.99**	**3,143,377.27**	**1,145,459.99**	**3,143,377.27**	**0.00**	**3,143,377.27**	**3,143,377.27**	**1,145,459.99**
810 - FBC Toll Road Operations Total					**16,533,377.27**	**14,535,459.99**	**16,530,462.42**	**14,534,172.40**	**3,143,377.27**	**0.00**	**16,105,352.58**	**16,483,318.24**	**14,525,615.43**
892 - FBC SHERIFF COMMISSARY													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
892 - FBC SHERIFF COMMISSARY Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
728 - FBFCWSC BIG CREEK													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	0.00	1,407,870.99	0.00	1,407,870.99	4,405,170.92	0.00	4,405,170.92	0.00	1,407,870.99
MBIA	AR-0005	State Pool	06/05/02	Open	4,405,170.92	0.00	4,405,170.92	0.00	0.00	0.00	0.00	4,405,170.92	0.00
State Pool Total					**4,405,170.92**	**1,407,870.99**	**4,405,170.92**	**1,407,870.99**	**4,405,170.92**	**0.00**	**4,405,170.92**	**4,405,170.92**	**1,407,870.99**
728 - FBFCWSC BIG CREEK Total					**4,405,170.92**	**1,407,870.99**	**4,405,170.92**	**1,407,870.99**	**4,405,170.92**	**0.00**	**4,405,170.92**	**4,405,170.92**	**1,407,870.99**
100 - General Fund													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	7.29	0.00	7.29	0.00	0.00	0.00	50,000,000.00	7.29	0.00
Prosperity- Investment Account Total					**7.29**	**0.00**	**7.29**	**0.00**	**0.00**	**0.00**	**50,000,000.00**	**7.29**	**0.00**
State Pool													
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	0.00	882,838.65	0.00	882,838.65	17,374,917.83	0.00	17,374,917.83	0.00	882,838.65
MBIA	AR-0005	State Pool	06/05/02	Open	17,374,917.83	0.00	17,374,917.83	0.00	0.00	0.00	0.00	17,374,917.83	0.00

Portfol Position
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CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
TTGC-TX TERM General	AR-0022	State Pool	11/01/08	Open	0.00	5,021,186.81	0.00	5,021,186.81	10,006,437.87	0.00	10,006,437.87	0.00	5,021,186.81
Texas Term	AR-0013	State Pool	07/13/07	Open	10,006,437.87	0.00	10,006,437.87	0.00	0.00	0.00	0.00	10,006,437.87	0.00
State Pool Total					**27,381,355.70**	**5,904,025.46**	**27,381,355.70**	**5,904,025.46**	**27,381,355.70**	**0.00**	**27,381,355.70**	**27,381,355.70**	**5,904,025.46**
100 - General Fund Total					**27,381,362.99**	**5,904,025.46**	**27,381,362.99**	**5,904,025.46**	**27,381,355.70**	**0.00**	**77,381,355.70**	**27,381,362.99**	**5,904,025.46**
385 - Juvenile Foster Care													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
385 - Juvenile Foster Care Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
LOG4 - LOGIC 07 FACILITIES CONST.													
State Pool													
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/19/08	Open	0.00	25,031,539.60	0.00	25,031,539.60	25,000,000.00	0.00	25,000,000.00	0.00	25,031,539.60
State Pool Total					**0.00**	**25,031,539.60**	**0.00**	**25,031,539.60**	**25,000,000.00**	**0.00**	**25,000,000.00**	**0.00**	**25,031,539.60**
LOG4 - LOGIC 07 FACILITIES CONST. Total					**0.00**	**25,031,539.60**	**0.00**	**25,031,539.60**	**25,000,000.00**	**0.00**	**25,000,000.00**	**0.00**	**25,031,539.60**
LOG5 - LOGIC DRAINAGE													
State Pool													
LOG5-Logic-Drainage	AR-0032	State Pool	11/19/08	Open	0.00	500,630.79	0.00	500,630.79	500,000.00	0.00	500,000.00	0.00	500,630.79
State Pool Total					**0.00**	**500,630.79**	**0.00**	**500,630.79**	**500,000.00**	**0.00**	**500,000.00**	**0.00**	**500,630.79**
LOG5 - LOGIC DRAINAGE Total					**0.00**	**500,630.79**	**0.00**	**500,630.79**	**500,000.00**	**0.00**	**500,000.00**	**0.00**	**500,630.79**
LOG3 - LOGIC FLOOD CONT-BIG CREEK													
State Pool													
LOG3-Logic-Flood Control	AR-0030	State Pool	11/19/08	Open	0.00	3,003,784.75	0.00	3,003,784.75	3,000,000.00	0.00	3,000,000.00	0.00	3,003,784.75
State Pool Total					**0.00**	**3,003,784.75**	**0.00**	**3,003,784.75**	**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**	**3,003,784.75**
LOG3 - LOGIC FLOOD CONT-BIG CREEK Total					**0.00**	**3,003,784.75**	**0.00**	**3,003,784.75**	**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**	**3,003,784.75**
LOG1 - LOGIC GENERAL													
State Pool													
LOG1-Logic- General	AR-0029	State Pool	11/19/08	Open	0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84
State Pool Total					**0.00**	**10,012,615.84**	**0.00**	**10,012,615.84**	**10,000,000.00**	**0.00**	**10,000,000.00**	**0.00**	**10,012,615.84**
LOG1 - LOGIC GENERAL Total					**0.00**	**10,012,615.84**	**0.00**	**10,012,615.84**	**10,000,000.00**	**0.00**	**10,000,000.00**	**0.00**	**10,012,615.84**
LOG7 - LOGIC MOBILITY													
State Pool													
LOG7-Logic-Mobility	AR-0034	State Pool	11/19/08	Open	0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84

Portfoli Position
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CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
State Pool Total					0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84
LOG7 - LOGIC MOBILITY Total					0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84
LOG8 - LOGIC ROAD & BRIDGE													
State Pool													
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	0.00	1,001,261.58	0.00	1,001,261.58	1,000,000.00	0.00	1,000,000.00	0.00	1,001,261.58
State Pool Total					0.00	1,001,261.58	0.00	1,001,261.58	1,000,000.00	0.00	1,000,000.00	0.00	1,001,261.58
LOG8 - LOGIC ROAD & BRIDGE Total					0.00	1,001,261.58	0.00	1,001,261.58	1,000,000.00	0.00	1,000,000.00	0.00	1,001,261.58
LOG2 - LOGIC TOLL OPERATIONS													
State Pool													
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	0.00	2,002,523.17	0.00	2,002,523.17	2,000,000.00	0.00	2,000,000.00	0.00	2,002,523.17
State Pool Total					0.00	2,002,523.17	0.00	2,002,523.17	2,000,000.00	0.00	2,000,000.00	0.00	2,002,523.17
LOG2 - LOGIC TOLL OPERATIONS Total					0.00	2,002,523.17	0.00	2,002,523.17	2,000,000.00	0.00	2,000,000.00	0.00	2,002,523.17
708 - Lower Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
708 - Lower Oyster Creek Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
718 - Mobility Projects													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool													
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	0.00	4,364,739.14	0.00	4,364,739.14	16,354,974.77	0.00	16,354,974.77	0.00	4,364,739.14
MBIA	AR-0005	State Pool	06/05/02	Open	16,354,974.77	0.00	16,354,974.77	0.00	0.00	0.00	0.00	16,354,974.77	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	0.00	8,498,374.35	0.00	8,498,374.35	8,483,366.82	0.00	8,483,366.82	0.00	8,498,374.35
Texas Term	AR-0013	State Pool	07/13/07	Open	8,483,578.20	0.00	8,483,578.20	0.00	0.00	0.00	0.00	8,483,578.20	0.00
State Pool Total					24,838,553.97	12,863,113.49	24,838,553.97	12,863,113.49	24,838,541.59	0.00	24,838,541.59	24,838,553.97	12,863,113.49
718 - Mobility Projects Total					24,838,553.97	12,863,113.49	24,838,553.97	12,863,113.49	24,838,541.59	0.00	24,838,541.59	24,838,553.97	12,863,113.49
PROS - Prosperity Money Mkt. Accts.													
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	43,863,851.20	47,939,818.49	43,863,851.20	47,939,818.49	0.00	0.00	12,505,577.66	43,863,851.20	47,939,818.49
Money Market Total					43,863,851.20	47,939,818.49	43,863,851.20	47,939,818.49	0.00	0.00	12,505,577.66	43,863,851.20	47,939,818.49
PROS - Prosperity Money Mkt. Accts. Total					43,863,851.20	47,939,818.49	43,863,851.20	47,939,818.49	0.00	0.00	12,505,577.66	43,863,851.20	47,939,818.49
270 - Records Management Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
270 - Records Management Debt Service Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
155 - Road and Bridge													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	305.73	0.00	305.73	0.00	0.00	0.00	0.00	305.73
Prosperity- Investment Account Total					0.00	305.73	0.00	305.73	0.00	0.00	0.00	0.00	305.73
State Pool													
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	2,856,438.24	0.00	2,856,438.24	0.00	0.00
MBIA	AR-0005	State Pool	06/05/02	Open	2,856,438.24	0.00	2,856,438.24	0.00	0.00	0.00	0.00	2,856,438.24	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	0.00	1,869,579.82	0.00	1,869,579.82	10,463.28	0.00	10,463.28	0.00	1,869,579.82
Texas Term	AR-0013	State Pool	07/13/07	Open	10,463.29	0.00	10,463.29	0.00	0.00	0.00	0.00	10,463.29	0.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
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CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
State Pool Total					2,866,901.53	1,869,579.82	2,866,901.53	1,869,579.82	2,866,901.52	0.00	2,866,901.52	2,866,901.53	1,869,579.82
155 - Road and Bridge Total					2,866,901.53	1,869,885.55	2,866,901.53	1,869,885.55	2,866,901.52	0.00	2,866,901.52	2,866,901.53	1,869,885.55
800 - Toll Road Authority													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
Prosperity- Investment Account Total					0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
State Pool													
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	0.00	1,510,794.89	0.00	1,510,794.89	1,508,730.26	0.00	1,508,730.26	0.00	1,510,794.89
MBIA	AR-0005	State Pool	06/05/02	Open	1,508,730.26	0.00	1,508,730.26	0.00	0.00	0.00	5,000,000.00	1,508,730.26	0.00
State Pool Total					1,508,730.26	1,510,794.89	1,508,730.26	1,510,794.89	1,508,730.26	0.00	6,508,730.26	1,508,730.26	1,510,794.89
800 - Toll Road Authority Total					1,508,730.27	1,510,794.90	1,508,730.27	1,510,794.90	1,508,730.26	0.00	6,508,730.26	1,508,730.27	1,510,794.90
702 - Upper Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702 - Upper Oyster Creek Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Combined Port													
FMC Discount Note													
313396553	08-0002	Freddie Mac Disc Note 0.00 12/03/08	12/21/07	Open	10,390,000.00	10,390,000.00	10,388,285.15	10,388,712.41	0.00	0.00	9,999,800.64	10,348,523.03	10,382,140.28
FMC Discount Note Total					10,390,000.00	10,390,000.00	10,388,285.15	10,388,712.41	0.00	0.00	9,999,800.64	10,348,523.03	10,382,140.28
FNMA Discount Note													
313588871	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	3,000,000.00	2,998,800.00	3,000,000.00	0.00	0.00	2,962,174.67	2,991,417.94	2,998,015.16
FNMA Discount Note Total					3,000,000.00	3,000,000.00	2,998,800.00	3,000,000.00	0.00	0.00	2,962,174.67	2,991,417.94	2,998,015.16
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	43,863,851.20	47,939,818.49	43,863,851.20	47,939,818.49	0.00	0.00	12,505,577.66	43,863,851.20	47,939,818.49
Money Market Total					43,863,851.20	47,939,818.49	43,863,851.20	47,939,818.49	0.00	0.00	12,505,577.66	43,863,851.20	47,939,818.49
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	18.01	1,090.57	18.01	1,090.57	0.00	0.00	50,000,000.00	18.01	1,090.57
Prosperity- Investment Account Total					18.01	1,090.57	18.01	1,090.57	0.00	0.00	50,000,000.00	18.01	1,090.57
State Pool													
LOG1-Logic- General	AR-0026	State Pool	12/10/08	Open	0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	12/10/08	Open	0.00	2,002,523.17	0.00	2,002,523.17	2,000,000.00	0.00	2,000,000.00	0.00	2,002,523.17
LOG3-Logic-Flood Control	AR-0030	State Pool	12/10/08	Open	0.00	3,003,784.75	0.00	3,003,784.75	3,000,000.00	0.00	3,000,000.00	0.00	3,003,784.75
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	12/10/08	Open	0.00	25,031,539.60	0.00	25,031,539.60	25,000,000.00	0.00	25,000,000.00	0.00	25,031,539.60
LOG5-Logic-Drainage	AR-0032	State Pool	12/10/08	Open	0.00	500,630.79	0.00	500,630.79	500,000.00	0.00	500,000.00	0.00	500,630.79
LOG7-Logic-Mobility	AR-0034	State Pool	12/10/08	Open	0.00	10,012,615.84	0.00	10,012,615.84	10,000,000.00	0.00	10,000,000.00	0.00	10,012,615.84
LOG8-Logic-Road & Bridge	AR-0035	State Pool	12/10/08	Open	0.00	1,001,261.58	0.00	1,001,261.58	1,000,000.00	0.00	1,000,000.00	0.00	1,001,261.58
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	0.00	1,510,794.89	0.00	1,510,794.89	1,508,730.26	0.00	1,508,730.26	0.00	1,510,794.89
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	0.00	882,838.65	0.00	882,838.65	17,374,917.83	0.00	17,374,917.83	0.00	882,838.65
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	2,856,438.24	0.00	2,856,438.24	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	1,267,218.21	0.00	1,267,218.21	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	0.00	4,364,739.14	0.00	4,364,739.14	16,354,974.77	0.00	16,354,974.77	0.00	4,364,739.14
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	0.00	1,145,459.99	0.00	1,145,459.99	3,143,377.27	0.00	3,143,377.27	0.00	1,145,459.99
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	0.00	18,394,197.74	0.00	18,394,197.74	57,854,376.51	0.00	57,854,376.51	0.00	18,394,197.74
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	0.00	1,407,870.99	0.00	1,407,870.99	4,405,170.92	0.00	4,405,170.92	0.00	1,407,870.99
MBIA	AR-0005	State Pool	06/05/02	Open	104,765,206.01	0.00	104,765,206.01	0.00	0.00	0.00	5,000,000.00	104,765,206.01	0.00
TTD0-TX TERM General	AR-0022	State Pool	11/01/08	Open	0.00	5,021,186.81	0.00	5,021,186.81	10,006,437.87	0.00	10,006,437.87	0.00	5,021,186.81

Portfoli Position
Ft. Bend County
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Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 11/01/08	Par Value On 11/30/08	Market Val On 11/01/08	Market Val On 11/30/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 11/01/08	Amor Value On 11/30/08
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	0.00	8,498,374.35	0.00	8,498,374.35	8,483,566.82	0.00	8,483,566.82	0.00	8,498,374.35
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	0.00	35,535,461.25	0.00	35,535,461.25	35,480,636.20	0.00	25,480,636.20	0.00	35,535,461.25
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	0.00	1,869,579.82	0.00	1,869,579.82	10,463.28	0.00	10,463.28	0.00	1,869,579.82
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	0.00	127,772.76	0.00	127,772.76	109,774.61	0.00	109,774.61	0.00	127,772.76
Texas Term	AR-0013	State Pool	07/23/07	Open	44,090,878.78	0.00	44,090,878.78	0.00	0.00	0.00	60,000,000.00	44,090,878.78	0.00
State Pool Total					**148,856,084.79**	**130,323,247.96**	**148,856,084.79**	**130,323,247.96**	**200,356,084.79**	**0.00**	**265,356,084.79**	**148,856,084.79**	**130,323,247.96**
Combined Port Total					**206,109,954.00**	**191,654,157.02**	**206,107,039.15**	**191,652,869.43**	**200,356,084.79**	**0.00**	**340,823,637.76**	**206,059,894.97**	**191,644,312.46**

Earnings and Yields Summary
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

Security Description	11/01/08 11/07/08	11/08/08 11/14/08	11/15/08 11/21/08	11/22/08 11/28/08	11/29/08 11/30/08	11/01/08 11/30/08
Combined Port						
FMC Discount	7,834.28	7,840.20	7,846.14	7,852.08	2,244.55	33,617.25
FNMA Discount	1,536.76	1,538.33	1,539.91	1,541.50	440.72	6,597.22
Money Market	14,751.26	14,751.27	14,751.27	14,751.27	4,407.42	63,412.49
Prosperity- I	86.42	1,004.14	0.00	0.00	0.00	1,090.56
State Pool	48,020.39	48,387.02	54,888.57	51,329.64	14,537.55	217,163.17
Port Total	**72,229.11**	**73,520.96**	**79,025.89**	**75,474.49**	**21,630.24**	**321,880.69**
Combined Port						
FMC Discount	3.9553	3.9583	3.9613	3.9643	3.9662	3.9602
FNMA Discount	2.6681	2.6708	2.6736	2.6763	2.6781	2.6726
Money Market	1.7584	1.7584	1.7584	1.7584	1.7584	1.7584
Prosperity- I	1.2050	1.2050	1.2050	0.0005	0.0001	1.2050
State Pool	1.7846	1.9843	2.0282	2.0404	2.0448	1.9631
Port Total	**1.9044**	**2.0330**	**2.0792**	**2.0905**	**2.0906**	**2.0302**

Maturi Aging
Ft. Bena County
Effective Interest - Actual Life
Receipts in Period
11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	8	3.9962
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	10	2.6482
LOG1-Logic- General	AR-0028	State Pool	11/10/08	1	2.1998
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	1	2.1998
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	1	2.1998
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	1	2.1998
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	1	2.1998
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	1	2.1998
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	1	2.1998
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	1	1.6700
MB02-MBIA General	AR-0015	State Pool	11/01/08	1	1.6700
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	1	1.6700
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	1	1.6700
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	1	1.6700
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	1	1.6700
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	1	1.6700
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	1	1.6700
MBIA	AR-0005	State Pool	06/05/02	1	1.6700
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	1.2000
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	1.4000
TT00-TX TERM General	AR-0022	State Pool	11/01/08	1	2.1300
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	1	2.1300
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	1	2.1300
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	1	2.1300
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	1	2.1300
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	1	2.1300
Texas Term	AR-0013	State Pool	07/13/07	1	2.1300
0 - 30 Days Total				**2**	**2.0089**
Investment Total				**2**	**2.0089**

Investmen Purchased
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Order Type	Purchase Institut	SafeKeep Institut	Issuing Institut	Purchase Date	Call Date	Basis	Yield Matur	Yield Call	Beginning Unit Cost	Beginning Par Val/Shares	Beginning Unamor Val/Cost	Premium Discount	Purchased Interest	Commission Fees	Total Cost
State Pool																		
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	1,508,730.26	1,508,730.26	0.00	0.00	0.00	1,508,730.26
MB02-MBIA General	AR-0015	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	17,374,917.83	17,374,917.83	0.00	0.00	0.00	17,374,917.83
MB03-MBIA Road & Bridge	AR-0016	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	2,856,438.24	2,856,438.24	0.00	0.00	0.00	2,856,438.24
MB04-MBIA Drainage	AR-0017	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	1,267,218.21	1,267,218.21	0.00	0.00	0.00	1,267,218.21
MB05-MBIA Mobility	AR-0018	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	16,354,974.77	16,354,974.77	0.00	0.00	0.00	16,354,974.77
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	3,143,377.27	3,143,377.27	0.00	0.00	0.00	3,143,377.27
MB07-MBIA Fac. Construction	AR-0020	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	57,854,378.51	57,854,378.51	0.00	0.00	0.00	57,854,378.51
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool		2000	2000	2000	11/01/08	Open	Act/Act	1.6700	1.6700	1.000000	4,405,170.92	4,405,170.92	0.00	0.00	0.00	4,405,170.92
TT00-TX TERM General	AR-0022	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	1.000000	10,006,437.87	10,006,437.87	0.00	0.00	0.00	10,006,437.87
TT01-TX TERM-Mobility	AR-0023	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	1.000000	8,483,566.82	8,483,566.82	0.00	0.00	0.00	8,483,566.82
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	0.000000	0.00	0.00	0.00	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	1.000000	25,480,636.20	25,480,636.20	0.00	0.00	0.00	25,480,636.20
TT04-TX TERM Road & Bridge	AR-0026	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	1.000000	10,463.28	10,463.28	0.00	0.00	0.00	10,463.28
TT05-TX TERM Drainage	AR-0027	State Pool		2005	2005	2005	11/01/08	Open	Act/Act	2.1300	2.1300	1.000000	109,774.61	109,774.61	0.00	0.00	0.00	109,774.61
State Pool Total										**1.9030**	**1.9030**	**1.000000**	**148,856,084.79**	**148,856,084.79**	**0.00**	**0.00**	**0.00**	**148,856,084.79**
Investment Total										**1.9030**	**1.9030**	**1.000000**	**148,856,084.79**	**148,856,084.79**	**0.00**	**0.00**	**0.00**	**148,856,084.79**

Activity atement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

Purchase Date	Sale Date	CUSIP	Invest Number	Security Description	Amor Value On 11/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 11/30/08
FMC Discount Note											
12/21/07	Open	313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	10,348,523.03	0.00	0.00	0.00	0.00	0.00	10,382,140.28
FMC Discount Note Total					**10,348,523.03**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**10,382,140.28**
FNMA Discount Note											
06/17/08	Open	313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	2,991,417.94	0.00	0.00	0.00	0.00	0.00	2,998,015.16
FNMA Discount Note Total					**2,991,417.94**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,998,015.16**
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	43,863,851.20	4,075,967.29	0.00	0.00	0.00	63,412.49	47,939,818.49
Money Market Total					**43,863,851.20**	**4,075,967.29**	**0.00**	**0.00**	**0.00**	**63,412.49**	**47,939,818.49**
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	18.01	1,072.56	0.00	0.00	0.00	1,090.56	1,090.57
Prosperity- Investment Account Total					**18.01**	**1,072.56**	**0.00**	**0.00**	**0.00**	**1,090.56**	**1,090.57**
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	104,765,206.01	-104,765,206.01	0.00	0.00	0.00	0.00	0.00
07/13/07	Open	Texas Term	AR-0013	State Pool	44,090,878.78	-44,090,878.78	0.00	0.00	0.00	0.00	0.00
11/01/08	Open	MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	0.00	2,064.63	1,508,730.26	0.00	0.00	2,064.63	1,510,794.89
11/01/08	Open	MB02-MBIA General	AR-0015	State Pool	0.00	-16,492,079.18	17,374,917.83	0.00	0.00	7,920.82	882,838.65
11/01/08	Open	MB03-MBIA Road & Bridge	AR-0016	State Pool	0.00	-2,856,438.24	2,856,438.24	0.00	0.00	739.15	0.00
11/01/08	Open	MB04-MBIA Drainage	AR-0017	State Pool	0.00	-1,267,218.21	1,267,218.21	0.00	0.00	327.91	0.00
11/01/08	Open	MB05-MBIA Mobility	AR-0018	State Pool	0.00	-11,990,235.63	16,354,974.77	0.00	0.00	9,764.37	4,364,739.14
11/01/08	Open	MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	0.00	-1,997,917.28	3,143,377.27	0.00	0.00	2,082.72	1,145,459.99
11/01/08	Open	MB07-MBIA Fac. Construction	AR-0020	State Pool	0.00	-39,460,180.77	57,854,378.51	0.00	0.00	39,819.23	18,394,197.74
11/01/08	Open	MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	0.00	-2,997,299.93	4,405,170.92	0.00	0.00	2,700.07	1,407,870.99
11/01/08	Open	TT00-TX TERM General	AR-0022	State Pool	0.00	-4,985,251.06	10,006,437.87	0.00	0.00	14,748.94	5,021,186.81
11/01/08	Open	TT01-TX TERM-Mobility	AR-0023	State Pool	0.00	14,807.53	8,483,566.82	0.00	0.00	14,807.53	8,498,374.35
11/01/08	Open	TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/01/08	Open	TT03-TX TERM Fac. Construction	AR-0025	State Pool	0.00	10,054,825.05	25,480,636.20	0.00	0.00	54,825.05	35,535,461.25
11/01/08	Open	TT04-TX TERM Road & Bridge	AR-0026	State Pool	0.00	1,859,116.54	10,463.28	0.00	0.00	1,939.15	1,869,579.82
11/01/08	Open	TT05-TX TERM Drainage	AR-0027	State Pool	0.00	17,998.15	109,774.61	0.00	0.00	452.03	127,772.76
11/10/08	Open	LOG1-Logic- General	AR-0028	State Pool	0.00	12,615.84	10,000,000.00	0.00	0.00	12,615.84	10,012,615.84
11/10/08	Open	LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	0.00	2,523.17	2,000,000.00	0.00	0.00	2,523.17	2,002,523.17
11/10/08	Open	LOG3-Logic-Flood Control	AR-0030	State Pool	0.00	3,784.75	3,000,000.00	0.00	0.00	3,784.75	3,003,784.75
11/10/08	Open	LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	0.00	31,539.60	25,000,000.00	0.00	0.00	31,539.60	25,031,539.60
11/10/08	Open	LOG5-Logic-Drainage	AR-0032	State Pool	0.00	630.79	500,000.00	0.00	0.00	630.79	500,630.79
11/10/08	Open	LOG7-Logic-Mobility	AR-0034	State Pool	0.00	12,615.84	10,000,000.00	0.00	0.00	12,615.84	10,012,615.84
11/10/08	Open	LOG8-Logic-Road & Bridge	AR-0035	State Pool	0.00	1,261.58	1,000,000.00	0.00	0.00	1,261.58	1,001,261.58
State Pool Total					**148,856,084.79**	**-218,888,921.62**	**200,356,084.79**	**0.00**	**0.00**	**217,163.17**	**130,323,247.96**
Investment Total					**206,059,894.97**	**-214,811,881.77**	**200,356,084.79**	**0.00**	**0.00**	**281,666.22**	**191,644,312.46**

Interes \ccrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val/Shares	Ending Amor Val/Cost	Purchased Interest	Int/Div Rec In the Perd	Int/Div Accrued In the Perd	PTD Purch Received	Int/Div Rec Purch/Date	Int/Div Accrued Purch/Date
FMC Discount Note													
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	3.9602	10,390,000.00	10,382,140.28	0.00	0.00	0.00	0.00	0.00	0.00
FMC Discount Note Total					**3.9602**	**10,390,000.00**	**10,382,140.28**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/27/08	Open	2.6726	3,000,000.00	2,998,015.16	0.00	0.00	0.00	0.00	0.00	0.00
FNMA Discount Note Total					**2.6726**	**3,000,000.00**	**2,998,015.16**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/05	Open	1.7584	47,939,818.49	47,939,818.49	0.00	63,412.49	0.00	0.00	7,866,139.98	0.00
Money Market Total					**1.7584**	**47,939,818.49**	**47,939,818.49**	**0.00**	**63,412.49**	**0.00**	**0.00**	**7,866,139.98**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	1.2050	1,090.57	1,090.57	0.00	1,090.56	0.00	0.00	1,233,684.68	0.00
Prosperity- Investment Account Total					**1.2050**	**1,090.57**	**1,090.57**	**0.00**	**1,090.56**	**0.00**	**0.00**	**1,233,684.68**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	6,630,698.59	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	1,346,888.78	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/05	Open	1.6695	1,510,794.89	1,510,794.89	0.00	2,064.63	0.00	0.00	2,064.63	0.00
MB02-MBIA General	AR-0015	State Pool	11/01/05	Open	1.5951	882,838.65	882,838.65	0.00	7,920.82	0.00	0.00	7,920.82	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/05	Open	1.5801	0.00	0.00	0.00	739.15	0.00	0.00	739.15	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/05	Open	1.5801	0.00	0.00	0.00	327.91	0.00	0.00	327.91	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/05	Open	1.6420	4,364,739.14	4,364,739.14	0.00	9,764.37	0.00	0.00	9,764.37	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/05	Open	1.6463	1,145,459.99	1,145,459.99	0.00	2,082.72	0.00	0.00	2,082.72	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/05	Open	1.6400	16,394,197.74	16,394,197.74	0.00	39,819.23	0.00	0.00	39,819.23	0.00
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/05	Open	1.6428	1,467,870.99	1,467,870.99	0.00	2,700.07	0.00	0.00	2,700.07	0.00
TT00-TX TERM General	AR-0022	State Pool	11/01/05	Open	2.1576	5,021,186.81	5,021,186.81	0.00	14,748.94	0.00	0.00	14,748.94	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/05	Open	2.1294	8,498,374.35	8,498,374.35	0.00	14,807.53	0.00	0.00	14,807.53	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/05	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/05	Open	2.1024	35,535,461.25	35,535,461.25	0.00	54,825.05	0.00	0.00	54,825.05	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/05	Open	1.9936	1,869,579.82	1,869,579.82	0.00	1,939.15	0.00	0.00	1,939.15	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/05	Open	2.0358	127,772.76	127,772.76	0.00	452.03	0.00	0.00	452.03	0.00
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	2.1988	10,012,615.84	10,012,615.84	0.00	12,615.84	0.00	0.00	12,615.84	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	2.1988	2,002,523.17	2,002,523.17	0.00	2,523.17	0.00	0.00	2,523.17	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	2.1988	3,003,784.75	3,003,784.75	0.00	3,784.75	0.00	0.00	3,784.75	0.00
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	Open	2.1988	25,031,539.60	25,031,539.60	0.00	31,539.60	0.00	0.00	31,539.60	0.00
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	2.1988	500,630.79	500,630.79	0.00	630.79	0.00	0.00	630.79	0.00
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	2.1988	10,012,615.84	10,012,615.84	0.00	12,615.84	0.00	0.00	12,615.84	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	2.1988	1,001,261.58	1,001,261.58	0.00	1,261.58	0.00	0.00	1,261.58	0.00
State Pool Total					**1.9631**	**130,323,247.96**	**130,323,247.96**	**0.00**	**217,163.17**	**0.00**	**0.00**	**8,194,750.54**	**0.00**
Investment Total					**2.0302**	**191,654,157.02**	**191,644,312.46**	**0.00**	**281,666.22**	**0.00**	**0.00**	**17,294,575.20**	**0.00**

Premium/Discount Amortization

Ft. Bend County

Effective Interest - Actual Life

Receipts in Period

11/01/08 - 11/30/08

CUSIP	Invest Number	Security Description	Purchase Date	Amortiz Date	Yield Earned	Beginning Par Val/Shares	Beginning Unamor Val/Cost	Premium Discount	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt	Amortization In the Perd	Amortization Purch/Date
FMC Discount Note													
313396853	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	12/08/08	3.9602	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,382,140.28	7,859.72	33,617.25	382,339.64
FMC Discount Note Total					**3.9602**	**10,390,000.00**	**9,999,800.64**	**390,199.36**	**10,390,000.00**	**10,382,140.28**	**7,859.72**	**33,617.25**	**382,339.64**
FNMA Discount Note													
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	12/10/08	2.6726	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,998,015.16	1,984.84	6,597.22	35,840.49
FNMA Discount Note Total					**2.6726**	**3,000,000.00**	**2,962,174.67**	**37,825.33**	**3,000,000.00**	**2,998,015.16**	**1,984.84**	**6,597.22**	**35,840.49**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	1.7584	43,863,851.20	43,863,851.20	0.00	47,939,818.49	47,939,818.49	0.00	0.00	0.00
Money Market Total					**1.7584**	**43,863,851.20**	**43,863,851.20**	**0.00**	**47,939,818.49**	**47,939,818.49**	**0.00**	**0.00**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	1.2050	18.01	18.01	0.00	1,090.57	1,090.57	0.00	0.00	0.00
Prosperity- Investment Account Total					**1.2050**	**18.01**	**18.01**	**0.00**	**1,090.57**	**1,090.57**	**0.00**	**0.00**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	0.0000	104,765,206.01	104,765,206.01	0.00	0.00	0.00	0.00	0.00	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	0.0000	44,090,878.78	44,090,878.78	0.00	0.00	0.00	0.00	0.00	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	1.6695	1,508,730.26	1,508,730.26	0.00	1,510,794.89	1,510,794.89	0.00	0.00	0.00
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	1.5951	17,374,917.83	17,374,917.83	0.00	882,838.65	882,838.65	0.00	0.00	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	1.5801	2,856,438.24	2,856,438.24	0.00	0.00	0.00	0.00	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	1.5801	1,267,218.21	1,267,218.21	0.00	0.00	0.00	0.00	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	1.6420	16,354,974.77	16,354,974.77	0.00	4,364,739.14	4,364,739.14	0.00	0.00	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	1.6463	3,143,377.27	3,143,377.27	0.00	1,145,459.99	1,145,459.99	0.00	0.00	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	1.6400	57,854,378.51	57,854,378.51	0.00	18,394,197.74	18,394,197.74	0.00	0.00	0.00
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	1.6428	4,405,170.92	4,405,170.92	0.00	1,407,870.99	1,407,870.99	0.00	0.00	0.00
TT00-TX TERM General	AR-0022	State Pool	11/01/08	Open	2.1576	10,006,437.87	10,006,437.87	0.00	5,021,186.81	5,021,186.81	0.00	0.00	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	2.1294	8,483,566.82	8,483,566.82	0.00	8,498,374.35	8,498,374.35	0.00	0.00	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	2.1024	25,480,636.20	25,480,636.20	0.00	35,535,461.25	35,535,461.25	0.00	0.00	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	1.9936	10,463.28	10,463.28	0.00	1,869,579.82	1,869,579.82	0.00	0.00	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	2.0358	109,774.61	109,774.61	0.00	127,772.76	127,772.76	0.00	0.00	0.00
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	10,012,615.84	10,012,615.84	0.00	0.00	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	2,002,523.17	2,002,523.17	0.00	0.00	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	3,003,784.75	3,003,784.75	0.00	0.00	0.00
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	25,031,539.60	25,031,539.60	0.00	0.00	0.00
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	500,630.79	500,630.79	0.00	0.00	0.00
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	10,012,615.84	10,012,615.84	0.00	0.00	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	2.1988	0.00	0.00	0.00	1,001,261.58	1,001,261.58	0.00	0.00	0.00
State Pool Total					**1.9631**	**297,712,169.58**	**297,712,169.58**	**0.00**	**130,323,247.96**	**130,323,247.96**	**0.00**	**0.00**	**0.00**
Investment Total					**2.0302**	**354,966,038.79**	**354,538,014.10**	**428,024.69**	**191,654,157.02**	**191,644,312.46**	**9,844.56**	**40,214.47**	**418,180.13**

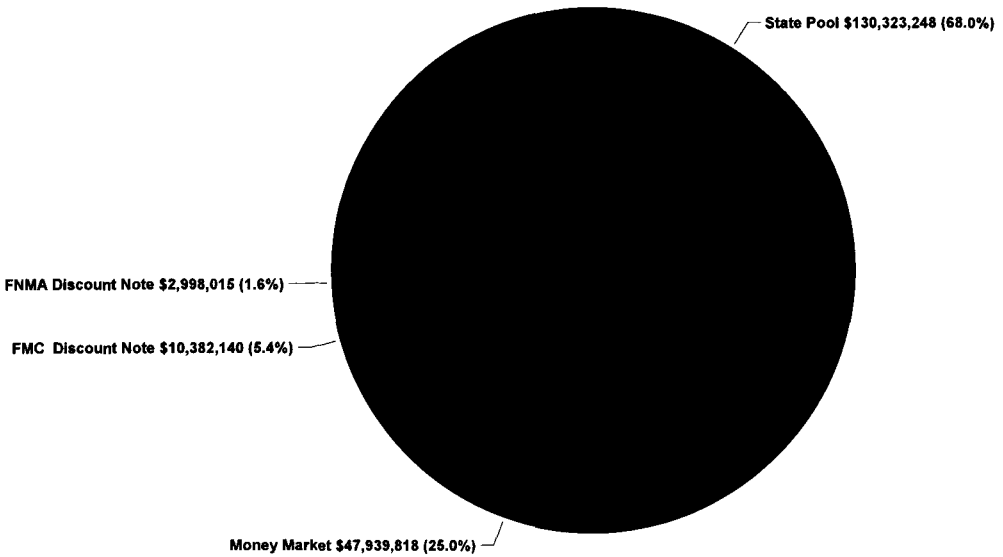
Open In stments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/30/08

CUSIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
FMC Discount Note																		
313396853	08-0002	Freddie Mac Disc Note 0.00 12/09/08		12/21/07	Open	2400	100	None	3.9962	3.9962	0.962445	10,390,000.00	9,999,800.64	390,199.36	0.999244	10,390,000.00	10,382,140.28	7,859.72
FMC Discount Note Total									**3.9962**	**3.9962**	**0.962445**	**10,390,000.00**	**9,999,800.64**	**390,199.36**	**0.999244**	**10,390,000.00**	**10,382,140.28**	**7,859.72**
FNMA Discount Note																		
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08		06/17/08	Open	2520	100	None	2.6482	2.6482	0.987392	3,000,000.00	2,962,174.67	37,825.33	0.999338	3,000,000.00	2,998,015.16	1,984.84
FNMA Discount Note Total									**2.6482**	**2.6482**	**0.987392**	**3,000,000.00**	**2,962,174.67**	**37,825.33**	**0.999338**	**3,000,000.00**	**2,998,015.16**	**1,984.84**
Money Market																		
Prosperity-Money Market Accts.	AR-0009	Money Market		11/30/03	Open	100	100	100	1.4000	1.4000	1.000000	12,505,577.66	12,505,577.66	0.00	1.000000	47,939,818.49	47,939,818.49	0.00
Money Market Total									**1.4000**	**1.4000**	**1.000000**	**12,505,577.66**	**12,505,577.66**	**0.00**	**1.000000**	**47,939,818.49**	**47,939,818.49**	**0.00**
Prosperity- Investment Account																		
Prosperity-Invest Acct	AR-0004	SWB - Investment Account		03/20/02	Open	100	100	100	1.2000	1.2000	1.000000	50,000,000.00	50,000,000.00	0.00	1.000000	1,090.57	1,090.57	0.00
Prosperity- Investment Account Total									**1.2000**	**1.2000**	**1.000000**	**50,000,000.00**	**50,000,000.00**	**0.00**	**1.000000**	**1,090.57**	**1,090.57**	**0.00**
State Pool																		
MBIA	AR-0005	State Pool		06/05/02	Open	2000	2000	2000	1.6700	1.6700	1.000000	5,000,000.00	5,000,000.00	0.00	0.000000	0.00	0.00	0.00
Texas Term	AR-0013	State Pool		07/23/07	Open	2005	2005	2005	2.1300	2.1300	1.000000	60,000,000.00	60,000,000.00	0.00	0.000000	0.00	0.00	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	1,508,730.26	1,508,730.26	0.00	1.000000	1,510,794.89	1,510,794.89	0.00
MB02-MBIA General	AR-0015	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	17,374,917.83	17,374,917.83	0.00	1.000000	882,838.65	882,838.65	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	2,856,438.24	2,856,438.24	0.00	0.000000	0.00	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	1,267,218.21	1,267,218.21	0.00	0.000000	0.00	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	16,354,874.77	16,354,874.77	0.00	1.000000	4,364,739.14	4,364,739.14	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	3,143,377.27	3,143,377.27	0.00	1.000000	1,145,459.99	1,145,459.99	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	57,854,378.51	57,854,378.51	0.00	1.000000	18,394,197.74	18,394,197.74	0.00
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	4,405,170.92	4,405,170.92	0.00	1.000000	1,407,870.99	1,407,870.99	0.00
TT00-TX TERM General	AR-0022	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	1.000000	10,006,437.87	10,006,437.87	0.00	1.000000	5,021,186.81	5,021,186.81	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	1.000000	8,483,566.82	8,483,566.82	0.00	1.000000	8,498,374.35	8,498,374.35	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	0.000000	0.00	0.00	0.00	0.000000	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	1.000000	25,480,636.20	25,480,636.20	0.00	1.000000	35,535,461.25	35,535,461.25	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	1.000000	10,463.28	10,463.28	0.00	1.000000	1,869,579.82	1,869,579.82	0.00
TT05-TX TERM Drainage	AR-0027	State Pool		11/01/08	Open	2005	2005	2005	2.1300	2.1300	1.000000	109,774.61	109,774.61	0.00	1.000000	127,772.76	127,772.76	0.00
LOG1-Logic- General	AR-0028	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,012,615.84	10,012,615.84	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	2,000,000.00	2,000,000.00	0.00	1.000000	2,002,523.17	2,002,523.17	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	3,003,784.75	3,003,784.75	0.00
LOG4-Logic-Facilities Const.End	AR-0031	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	25,000,000.00	25,000,000.00	0.00	1.000000	25,031,539.60	25,031,539.60	0.00
LOG5-Logic-Drainage	AR-0032	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	500,000.00	500,000.00	0.00	1.000000	500,630.79	500,630.79	0.00
LOG7-Logic-Mobility	AR-0034	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,012,615.84	10,012,615.84	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool		11/20/08	Open	200	200	200	2.1395	2.1395	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,001,261.58	1,001,261.58	0.00
State Pool Total									**2.0599**	**2.0599**	**1.000000**	**265,356,084.79**	**265,356,084.79**	**0.00**	**1.000000**	**130,323,247.96**	**130,323,247.96**	**0.00**
Investment Total									**2.0089**	**2.0089**	**0.998746**	**341,251,662.45**	**340,823,637.76**	**428,024.69**	**0.999949**	**191,654,157.02**	**191,644,312.46**	**9,844.56**

Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
11/30/08

By Security

Open Investments $191,644,312



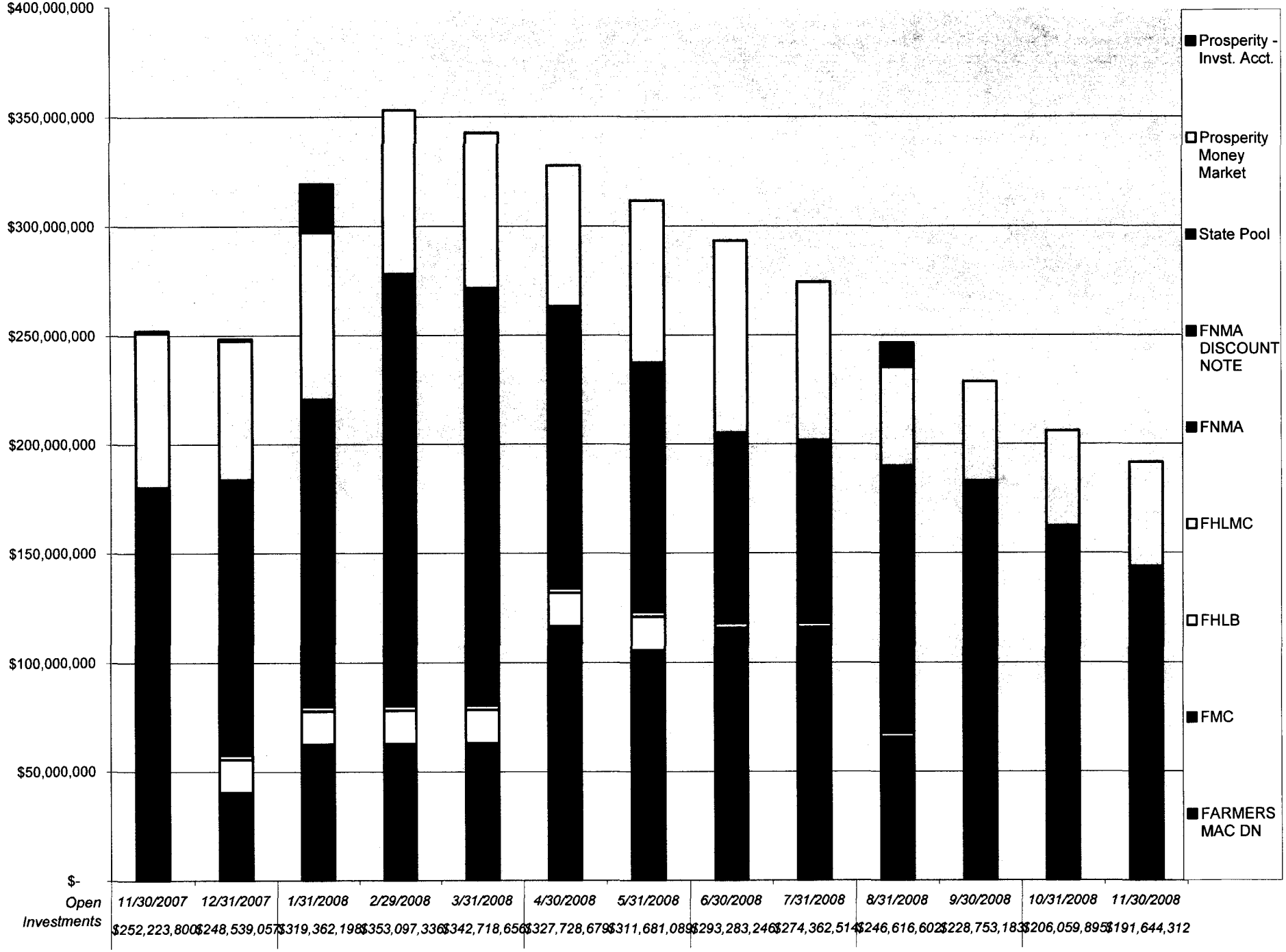
- FMC Discount Note $10,382,140 (5.4%)
- FNMA Discount Note $2,998,015 (1.6%)
- Money Market $47,939,818 (25.0%)
- Prosperity- Investment Account $1,091 (0.0%)
- State Pool $130,323,248 (68.0%)

AS PER ORIGINAL

FBC INVESTMENT TRAILING 12 MONTHS

Open Investments		FARMERS MAC DN	FMC	FHLB	FHLMC	FNMA	FNMA DISCOUNT NOTE	State Pool	Prosperity Money Market	Prosperity - Invst. Acct.
$ 252,223,800	11/30/2007	$ -	$30,414,012	$ -	$ -	$10,032,301	$30,424,820	$ 109,210,075	$71,125,302	$ 1,017,289
$ 248,539,057	12/31/2007	$ -	$40,547,670	$15,014,502	$ 2,070,046	$17,952,088	$30,554,409	$ 77,608,562	$63,841,416	$ 950,364
$ 319,362,198	1/31/2008	$ -	$62,731,439	$15,068,626	$ 2,071,125	$ 7,905,639	$41,698,206	$ 91,159,600	$76,508,551	$22,219,011
$ 353,097,336	2/29/2008	$ -	$62,936,496	$15,119,613	$ 2,072,197	$ 7,907,650	$11,043,895	$ 179,001,587	$74,976,274	$ 39,624
$ 342,718,656	3/31/2008	$ -	$63,156,872	$15,174,500	$ 2,073,274	$ 7,909,603	$11,077,006	$ 172,153,918	$70,986,373	$ 187,111
$ 327,728,679	4/30/2008	$45,075,707	$71,420,813	$15,227,996	$ 2,074,303	$ 7,911,505	$11,109,239	$ 110,348,085	$64,556,400	$ 4,632
$ 311,681,089	5/31/2008	$45,160,103	$60,446,155	$15,283,673	$ 2,075,366	$ 7,913,407	$11,142,743	$ 95,388,183	$74,271,455	$ 4
$ 293,283,246	6/30/2008	$55,191,030	$60,579,607	$ -	$ 2,076,394	$ 7,915,309	$ 2,964,670	$ 76,415,666	$88,037,185	$ 103,386
$ 274,362,514	7/31/2008	$55,296,166	$60,717,971	$ -	$ 2,077,457	$ 7,917,210	$ 2,971,366	$ 72,717,139	$72,565,072	$ 100,133
$ 246,616,602	8/31/2008	$55,401,544	$10,280,503	$ -	$ 2,078,520	$ 7,919,112	$ 2,978,093	$ 111,274,803	$45,437,117	$11,225,138
$ 228,753,183	9/30/2008	$45,493,780	$10,313,900	$ -	$ -	$ -	$ 2,984,631	$ 124,194,371	$45,764,506	$ 1,996
$ 206,059,895	10/31/2008	$ -	$10,348,523	$ -	$ -	$ -	$ 2,991,418	$ 148,856,085	$43,863,851	$ 18
$ 191,644,312	11/30/2008	$ -	$10,382,140	$ -	$ -	$ -	$ 2,998,015	$ 130,323,248	$47,939,818	$ 1,091

FBC Investments Trailing 12 mos.



AS PER ORIGINAL

Sue Brock - November interest rates

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: "Sue Brock" <brocksue@co.fort-bend.tx.us>, <schulpat@co.fort-bend.tx.us>, <sturdrob@co.fort-bend.tx.us>, "Debbie Gasser" <gassedeb@co.fort-bend.tx.us>
Date: 11/4/2008 8:16 AM
Subject: November interest rates

In accordance to the Depository bid, the variable interest rate for the month of November will reflect the change in the 91 day t-bill rate. The 91 day t-bill investment rate is 0.91% plus 0.29. Rate paid will be 1.20%. We will pay the Texpool rate of 1.872% on the designated investment accounts.

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
Fax 281.269.7108

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mbia
ASSET MANAGEMENT

Texas CLASS Daily Rates November 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

Date	*Daily Rates*	*Annual Yield*
11/01/08	1.72%	1.74%
11/02/08	1.72%	1.74%
11/03/08	1.65%	1.66%
11/04/08	1.50%	1.51%
11/05/08	1.46%	1.47%
11/06/08	1.42%	1.43%
11/07/08	1.52%	1.53%
11/08/08	1.52%	1.53%
11/09/08	1.52%	1.53%
11/10/08	1.53%	1.54%
11/11/08	1.53%	1.54%
11/12/08	1.45%	1.47%
11/13/08	1.72%	1.73%
11/14/08	1.75%	1.77%
11/15/08	1.75%	1.77%
11/16/08	1.75%	1.77%
11/17/08	1.76%	1.77%
11/18/08	1.76%	1.78%
11/19/08	1.76%	1.77%
11/20/08	1.76%	1.77%
11/21/08	1.76%	1.77%
11/22/08	1.76%	1.77%
11/23/08	1.76%	1.77%
11/24/08	1.80%	1.81%
11/25/08	1.76%	1.77%
11/26/08	1.77%	1.78%
11/27/08	1.77%	1.78%
11/28/08	1.72%	1.73%
11/29/08	1.72%	1.73%
11/30/08	1.72%	1.73%
Average	1.67%	1.68%

Rates can vary over time. Past performance is no guarantee of future results.

TexasDAILY

a portfolio established by the TexasTERM Local Government Investment Pool

Current Rates (1)

	As of November 30, 2008
Current Yield	**1.97%**
One-Day Yield	**1.92%**
Allocation Factor	**0.000052422**

Historical Rates

Monthly Distribution Yields (2)

	2002	2003	2004	2005	2006	2007	2008
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	2.39%
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	2.38%
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	2.65%
November	1.70%	1.03%	1.82%	3.92%	5.25%	4.80%	2.13%
December	1.49%	1.05%	2.05%	4.13%	5.25%	4.53%	

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1 866 TEX-TERM

Past performance is not indicative of future results and yields may vary.

(1) The current yield, which is also known as the current annualized yield or current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally $1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The allocation factor represents the daily net income dividend declared by the TexasDAILY portfolio divided by the portfolio's daily net assets. The one-day yield represents the allocation factor of the TexasDAILY portfolio divided by the daily net asset value per share (normally $1.00) multiplied by 365. Unlike the current yield – which excludes capital changes and income other than investment income – the allocation factor and one-day yield are inclusive of capital changes and any income other than investment income.

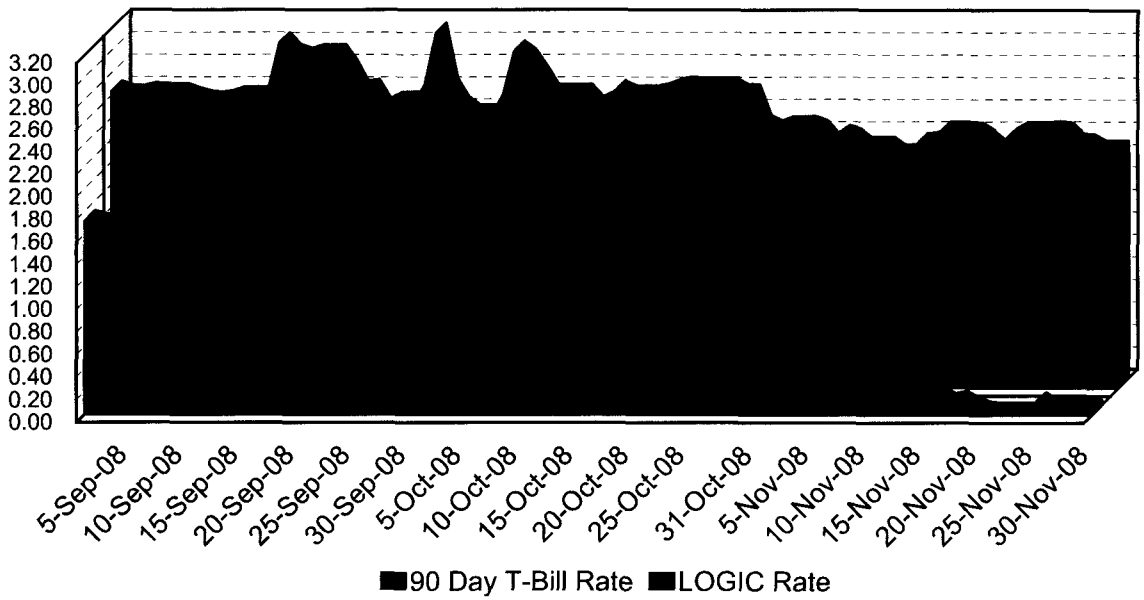
(2) The monthly distribution yield represents the sum of a month's one-day allocation factors divided by the number of days in that month, and multiplied by 365.

(3) The TexasDAILY portfolio began operations on March 25, 2002.

Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAF & AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a $1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities.

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing. This and other information about the Pool is available in the Pool's Information Statements, which should be read carefully before investing. Copies of the Pool's Information Statements may be obtained by calling 1-866-839-8376 or are available on the Pool's website at www.texasterm.net. While TexasDAILY seeks to maintain a stable net asset value of $1.00 per share and TexasTERM seeks to achieve a net asset value of $1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Shares of the Pool are distributed by ***PFM Fund Distributors, Inc.****, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC*

LOGIC versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is *shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities* as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for November 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Nov-08	2.3183%	0.000063514	1,625,272,627.28	1.000185	36	71
2-Nov-08	2.3183%	0.000063514	1,625,272,627.28	1.000185	36	71
3-Nov-08	2.2825%	0.000062535	1,664,024,412.97	1.000336	35	69
4-Nov-08	2.1684%	0.000059407	1,673,001,373.19	1.000550	34	67
5-Nov-08	2.2378%	0.000061310	1,674,276,988.11	1.000635	35	68
6-Nov-08	2.2112%	0.000060580	1,681,388,311.01	1.000722	34	67
7-Nov-08	2.1361%	0.000058524	1,710,390,202.78	1.001011	32	64
8-Nov-08	2.1361%	0.000058524	1,710,390,202.78	1.001011	32	64
9-Nov-08	2.1361%	0.000058524	1,710,390,202.78	1.001011	32	64
10-Nov-08	2.0671%	0.000056634	1,767,564,957.11	1.000857	34	63
11-Nov-08	2.0671%	0.000056634	1,767,564,957.11	1.000857	34	63
12-Nov-08	2.1666%	0.000059359	1,760,417,568.81	1.000945	34	65
13-Nov-08	2.1753%	0.000059598	1,753,981,630.22	1.001032	39	68
14-Nov-08	2.2695%	0.000062179	1,720,425,743.51	1.000985	39	70
15-Nov-08	2.2695%	0.000062179	1,720,425,743.51	1.000985	39	70
16-Nov-08	2.2695%	0.000062179	1,720,425,743.51	1.000985	39	70
17-Nov-08	2.2630%	0.000061999	1,717,340,479.15	1.000907	38	69
18-Nov-08	2.1945%	0.000060123	1,773,026,032.44	1.000839	37	66
19-Nov-08	2.1076%	0.000057742	1,786,169,343.39	1.000631	36	65
20-Nov-08	2.2161%	0.000060715	1,695,980,549.39	1.000720	39	69
21-Nov-08	2.2709%	0.000062217	1,683,358,973.82	1.000636	42	72
22-Nov-08	2.2709%	0.000062217	1,683,358,973.82	1.000636	42	72
23-Nov-08	2.2709%	0.000062217	1,683,358,973.82	1.000636	42	72
24-Nov-08	2.2744%	0.000062311	1,680,781,172.55	1.000700	42	72
25-Nov-08	2.2608%	0.000061941	1,689,860,849.67	1.000544	43	73
26-Nov-08	2.1605%	0.000059191	1,725,414,572.64	1.000592	43	71
27-Nov-08	2.1605%	0.000059191	1,725,414,572.64	1.000592	43	71
28-Nov-08	2.1043%	0.000057653	1,765,294,651.20	1.000520	41	68
29-Nov-08	2.1043%	0.000057653	1,765,294,651.20	1.000520	41	68
30-Nov-08	2.1043%	0.000057653	1,765,294,651.20	1.000520	41	68
Average	2.1998%	0.000060267	1,714,172,057.96		38	68

PROSPERITY
BANK
MONEY MARKET ACCOUNTS

November 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	8,372,091.08	33,796,403.61	32,079,575.83	6,174.66	10,095,093.52
030/150	Juvenile Operations	4,425,023.65	53,592.61	1,027,691.95	3,928.41	3,454,852.72
105/155	Road & Bridge	302,555.11	1,948,608.58	2,113,971.17	587.46	137,779.98
115/160	Drainage District	327,636.89	1,303,211.39	1,120,696.16	674.08	510,826.20
117/165	Lateral Road	212,238.72	-	-	330.43	212,569.15
120/170	Statue Restoration	4,089.28	-	-	6.37	4,095.65
121/175	City Water Assistance	16,918.24	-	-	26.34	16,944.58
123/185	Entex Contributions	1,681.96	-	-	2.62	1,684.58
124/190	H L & P Assistance	26,483.93	-	3,866.90	37.91	22,654.94
125/195	County Law Library	675,281.80	535.75	12,565.71	1,039.75	664,291.59
126/200	Law Enforcement Academy	567,677.37	4,150.21	8,840.26	880.89	563,868.21
129/210	Ambulance Paramedics	11,125.64	-	21.48	17.31	11,121.47
130/360	Law Enforcement Training	104,022.71	-	2,404.03	159.61	101,778.29
131/215	Library Donations	127,026.74	1,236.36	2,456.99	197.16	126,003.27
133/225	FBC Asset Forfei.Task-State	819,681.89	840.00	8,451.66	1,445.45	813,515.68
135/235	Probate Court Training	48,139.63	-	-	74.95	48,214.58
136/240	JP Technology Fund	521,887.78	940.40	15,248.77	806.00	508,385.41
137/245	Alert Program-Juvenile	27,118.34	220.00	-	42.34	27,380.68
141/255	D A Asset Forfeiture-Fed.	1,883.76	-	-	2.93	1,886.69
142/260	D A Bad Check Coll Fund	76,875.41	4,432.67	2,003.63	122.89	79,427.34
143/265	Gus George Memorial	7,151.01	-	-	11.13	7,162.14
144/270	Records Mgmt.Debt.Service	1,378,920.78	-	71,732.53	2,096.94	1,309,285.19
145/275	D A Special Fund Run	16,311.55	-	-	25.40	16,336.95
146/280	Co.Atty.Supplemental Salary	73,113.69	-	5,824.99	108.82	67,397.52
147/285	FBC Records Management	246,924.57	3,057.68	435.00	386.47	249,933.72

PROSPERITY
BANK
MONEY MARKET ACCOUNTS

November 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
148/290	VIT Interest (Tax Coll)	897.27	-	-	1.40	898.67
149/295	Courthouse Security	484,789.08	940.39	36,168.52	724.42	450,285.37
150/300	FBC Elections	630,667.43	16,423.00	6,373.63	991.47	641,708.27
151/305	FBC Asset Forfie.Task-Fed.	28,668.14	-	-	44.63	28,712.77
153/310	Sheriff Ofc/Forfei.Assets-St.	185,639.74	-	-	289.02	185,928.76
154/315	Sheriff Ofc/Forfei.Assets-Fed.	66,067.46	-	2,162.69	99.98	64,004.75
156/320	Constable Pct. 2 F/A	10,885.31	-	-	16.95	10,902.26
157/325	Constable Forfeiture-State	127.37	-	-	0.20	127.57
159/335	DA Asset Forfeit.-State	123,350.58	9,474.68	4,597.03	193.90	128,422.13
163/350	FBC Gates Foundation Grant	1,302.69	-	-	2.03	1,304.72
164/355	FBC Co.Child Abuse Prev.	1,377.30	-	2.30	2.14	1,377.14
201/702	Upper Oyster Creek	1,985,454.74	-	-	3,091.10	1,988,545.84
203/706	Clear Creek Fund	533,544.08	-	-	830.66	534,374.74
204/708	Lower Oyster Creek	1,404,966.63	-	-	2,187.35	1,407,153.98
205/710	County Big Creek	978,715.13	-	7,334.28	1,521.86	972,902.71
220/800	Toll Road Authority	570,547.25	-	-	571.44	571,118.69
230/718	Mobility Projects	183,213.78	15,037,599.39	14,001,229.59	3,258.02	1,222,841.60
231/732	2007 Facilities Const. Bonds	336,410.78	29,516,270.12	28,556,717.41	5,199.82	1,301,163.31
410/810	Toll Road Operations	2,483,539.84	2,000,000.00	2,565,671.44	4,023.59	1,921,891.99
504/SOCO	FBC Sheriff Commissary	316,065.33	-	-	492.07	316,557.40
520/894	Bail Bond Securities	3,235.74	-	6.25	5.03	3,234.52
534/896	On Site Wastewater	615.61	290.00	180.00	1.16	726.77
540/898	Consolidated Court Cost	335,880.63	31,043.25	8,025.00	547.03	359,445.91
801/380	Emergency Food & Shelter	39,709.19	-	24,414.78	42.06	15,336.47
805/390	Child Protective Service IV-E	377,658.96	280.00	17,360.80	579.83	361,157.99
813/400	CDGB 2001	44,195.90	76,762.45	94,681.13	28.41	26,305.63

PROSPERITY BANK
MONEY MARKET ACCOUNTS

November 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
826/402	Hope 3 Program Sales	40,568.38	-	-	63.16	40,631.54
860/410	Child Support IVD Reimb.	158,869.83	-	-	247.34	159,117.17
864/415	Local Law Enf.Block Grant	48,687.69	-	-	75.80	48,763.49
899/420	Grant Administration	5,908.28	-	-	9.20	5,917.48
960/440	Supervision	1,654,935.93	23,605.72	377,038.37	1,457.76	1,302,961.04
255/724	FBC Parkway	27,191.98	-	-	42.33	27,234.31
402/855	Workers Comp/Unem/Ins.	48,414.34	1,061,237.39	1,468.65	396.94	1,108,580.02
127/205	FBC Surface Water Sup.Corp	7,390.76	-	-	11.51	7,402.27
TREA	FBC Treasurers Account	77,905.45	1,940,846.44	183,106.59	694.53	1,836,339.83
400/850M	Boon-Chapman Medical	1,139,921.23	1,300,331.72	1,990,093.43	790.11	450,949.63
400/850D	Boon-Chapman Dental	434,027.32	200,000.00	77,040.50	464.76	557,451.58
400/850	FBC Employee Benefits	3,483,859.40	641,538.06	1,588,852.00	4,969.23	2,541,514.69
400/882	FBC Boon-Chapman 125	95,919.35	29,898.47	21,731.21	96.88	104,183.49
504/884	FBC Fee Officer's Account	2,148,508.80	935,276.57	201,245.11	2,518.61	2,885,058.87
IHC	FBC Boon-Chapman IHC	324,884.67	500,508.20	202,721.11	-	622,671.76
AP	FBC Accounts Payable	16,285.49	-	19.53	16.26	16,282.22
PAY	FBC Payroll Account	11,143.53	-	21.51	17.34	11,139.36
912	JP Credit Card Processing	11,690.84	66,890.00	74,456.84	23.78	4,147.78
908	EMS Credit Card Processing	1,543.27	4,934.17	6,053.43	2.52	426.53
600/605	FBC Debt Service	4,391,640.34	48,489.69	-	6,893.48	4,447,023.51
264/726	Oyster Creek	132,005.88	-	-	205.52	132,211.40
265/728	Flood Control	73,228.68	3,000,000.00	3,012,925.91	374.68	60,677.45
GAS	FBC FUEL ACCT (Susser)	9,932.27	424,722.18	434,550.25	108.86	213.06
	Total	43,863,851.20	93,984,591.15	89,972,036.35	63,412.49	47,939,818.49

Investment Report
Ft. Bend County
12/01/08 - 12/31/08

This report summarizes the investment position of Ft. Bend County for the period 12/01/08 to 12/31/08.

	11/30/08	12/31/08
Book Value	191,644,312.46	192,992,250.26
Market Value	191,652,869.43	192,992,250.26
Par Value	191,654,157.02	192,992,250.26
Change in Market Value		9,844.56
Weighted Average Maturity (in Days)	2	1
Weighted Average Yield-to-Maturity of Portfolio	2.0089%	1.7170%
Yield-to-Maturity of 90 Day T-Bill	0.0250%	0.5500%
Accrued Interest		0.00

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

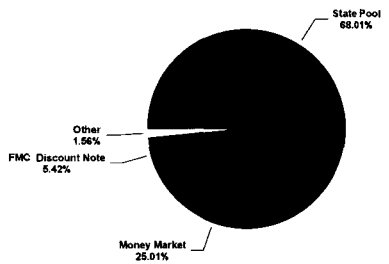
Pamela Hubbard

Director of Finance + Investments

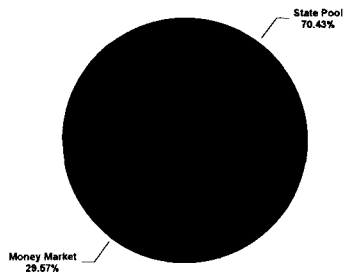
March 2, 2009

Investment Report
Ft. Bend County
12/01/08 - 12/31/08

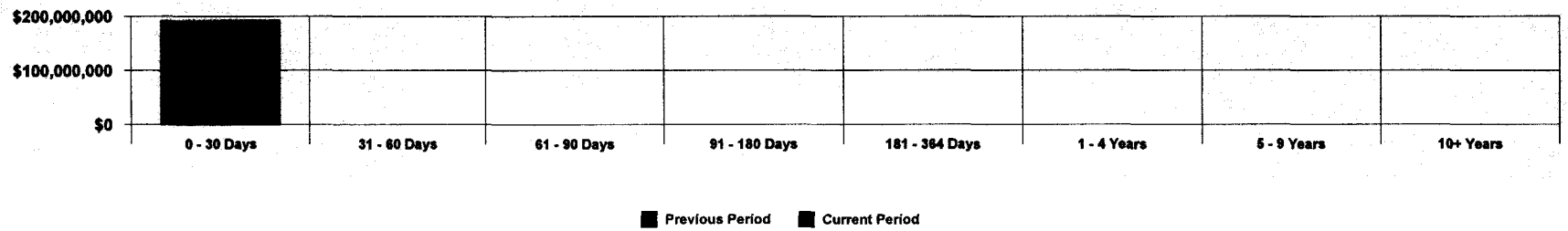
Portfolio Composition - 11/30/08



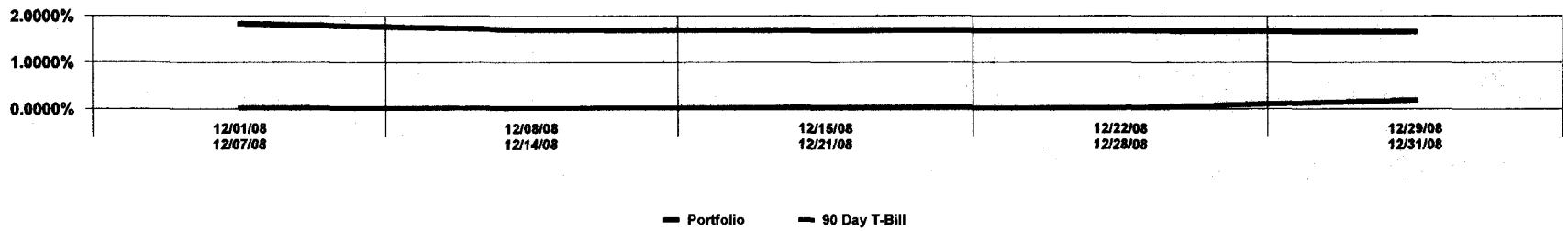
Portfolio Composition - 12/31/08



Maturity Aging - 11/30/08 vs 12/31/08



Portfolio Performance - 12/01/08 to 12/31/08



AS PER ORIGINAL

GASB 31 mpliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 12/01/08	Beginning Unit Price	Par Value On 12/01/08	Reported Value 12/01/08	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 12/31/08	Price Source 12/31/08	Reported Value 12/31/08	Change in Fair Value	Interest	Net Investment Income
313396853	03-0002-01	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	12/08/08	Amort Value	3.9681		0.999244	10,390,000.00	10,382,140.28	0.00	10,390,000.00	0.000000	0.00		0.00	7,859.72	0.00	7,859.72
3135385T1	03-0021-01	FNMA Discount Note 0.00 12/10/08	06/17/08	12/10/08	Amort Value	2.6603		0.999338	3,000,000.00	2,998,015.16	0.00	3,000,000.00	0.000000	0.00		0.00	1,984.84	0.00	1,984.84
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/30/92	Open	Fair Value	0.9310	Manual	1.000000	1,090.57	1,090.57	0.00	-0.86	1.000000	1,091.43	Manual	1,091.43	0.00	0.86	0.86
MBIA	AR-0005	State Pool	06/05/02	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
Prosperity-Money Market Accts.	AR-0009	Money Market	12/31/03	Open	Fair Value	1.3624	Manual	1.000000	47,939,818.49	47,939,818.49	0.00	-6,130,972.52	1.000000	57,069,891.01	Manual	57,069,891.01	0.00	55,697.27	55,697.27
Texas Term	AR-0013	State Pool	07/13/07	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	12/01/08	Open	Fair Value	1.4654	Manual	1.000000	1,510,794.39	1,512,794.39	0.00	-2,900.89	1.000000	1,512,695.78	Manual	1,512,695.78	0.00	1,900.89	1,900.89
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	Fair Value	1.4654	Manual	1.000000	882,838.65	882,838.65	0.00	-1,110.78	1.000000	883,949.43	Manual	883,949.43	0.00	1,110.78	1,110.78
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool	12/01/08	Open	Fair Value	1.4654	Manual	1.000000	4,364,739.14	4,364,739.14	0.00	-5,491.67	1.000000	4,370,230.81	Manual	4,370,230.81	0.00	5,491.67	5,491.67
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	12/01/08	Open	Fair Value	1.4654	Manual	1.000000	1,145,459.99	1,145,459.99	0.00	-1,441.22	1.000000	1,146,901.21	Manual	1,146,901.21	0.00	1,441.22	1,441.22
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	Fair Value	1.4892	Manual	1.000000	18,394,197.74	18,394,197.74	0.00	3,579,128.70	1.000000	14,815,069.04	Manual	14,815,069.04	0.00	20,871.30	20,871.30
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	Fair Value	1.4654	Manual	1.000000	1,407,870.99	1,407,870.99	0.00	-2,771.33	1.000000	1,405,642.32	Manual	1,405,642.32	0.00	1,771.33	1,771.33
TT00-TX TERM General	AR-0022	State Pool	11/01/08	Open	Fair Value	1.8281	Manual	1.000000	5,021,186.81	5,021,186.81	0.00	3,335,221.73	1.000000	1,025,865.08	Manual	1,025,865.08	0.00	4,678.27	4,678.27
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	Fair Value	1.7919	Manual	1.000000	8,498,374.35	8,498,374.35	0.00	-22,898.97	1.000000	8,511,273.32	Manual	8,511,273.32	0.00	12,898.97	12,898.97
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	12/01/08	Open	Fair Value	1.7638	Manual	1.000000	0.00	0.00	0.00	-3,003,180.59	1.000000	3,003,180.59	Manual	3,003,180.59	0.00	3,180.59	3,180.59
TT03-TX TERM Fac. Construction	AR-0025	State Pool	12/01/08	Open	Fair Value	1.7919	Manual	1.000000	35,535,461.25	35,535,461.25	0.00	-53,936.31	1.000000	35,589,397.56	Manual	35,589,397.56	0.00	53,936.31	53,936.31
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	Fair Value	1.7919	Manual	1.000000	1,869,579.82	1,869,579.82	0.00	-2,837.68	1.000000	1,872,417.50	Manual	1,872,417.50	0.00	2,837.68	2,837.68
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	Fair Value	1.7919	Manual	1.000000	127,772.76	127,772.76	0.00	-193.94	1.000000	127,966.70	Manual	127,966.70	0.00	193.94	193.94
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	10,012,615.84	10,012,615.84	0.00	-16,567.22	1.000000	10,029,183.06	Manual	10,029,183.06	0.00	16,567.22	16,567.22
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	Fair Value	1.9536	Manual	1.000000	2,002,523.17	2,002,523.17	0.00	-10,405,699.16	1.000000	12,408,222.33	Manual	12,408,222.33	0.00	15,699.16	15,699.16
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	3,003,784.75	3,003,784.75	0.00	-4,970.17	1.000000	3,008,754.92	Manual	3,008,754.92	0.00	4,970.17	4,970.17
LOG4-Logic-Facilities Const.Rnd	AR-0031	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	25,031,539.60	25,031,539.60	0.00	-41,418.06	1.000000	25,072,957.66	Manual	25,072,957.66	0.00	41,418.06	41,418.06
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	500,630.79	500,630.79	0.00	-828.36	1.000000	501,459.15	Manual	501,459.15	0.00	828.36	828.36
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	10,012,615.84	10,012,615.84	0.00	-16,567.22	1.000000	10,029,183.06	Manual	10,029,183.06	0.00	16,567.22	16,567.22
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	Fair Value	1.9535	Manual	1.000000	1,001,261.58	1,001,261.58	0.00	-1,656.72	1.000000	1,002,918.30	Manual	1,002,918.30	0.00	1,656.72	1,656.72
Investment Total						**1.7210**		**0.999949**	**191,654,157.02**	**191,644,312.46**	**0.00**	**-1,338,093.24**	**1.000000**	**192,992,250.26**		**192,992,250.26**	**9,844.56**	**263,717.99**	**273,562.55**

Portfoli Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
732 - 2007 Facilities Const. Bonds													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	658.47	658.99	658.47	658.99	0.00	0.00	0.00	658.47	658.99
Prosperity- Investment Account Total					**658.47**	**658.99**	**658.47**	**658.99**	**0.00**	**0.00**	**0.00**	**658.47**	**658.99**
State Pool													
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	18,394,197.74	14,415,069.04	18,394,197.74	14,415,069.04	0.00	0.00	57,854,378.51	18,394,197.74	14,415,069.04
MBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	35,535,461.25	35,589,397.56	35,535,461.25	35,589,397.56	0.00	0.00	25,480,636.20	35,535,461.25	35,589,397.56
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	60,000,000.00	0.00	0.00
State Pool Total					**53,929,658.99**	**50,004,466.60**	**53,929,658.99**	**50,004,466.60**	**0.00**	**0.00**	**143,335,014.71**	**53,929,658.99**	**50,004,466.60**
732 - 2007 Facilities Const. Bonds Total					**53,930,317.46**	**50,005,125.59**	**53,930,317.46**	**50,005,125.59**	**0.00**	**0.00**	**143,335,014.71**	**53,930,317.46**	**50,005,125.59**
710 - Big Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
710 - Big Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
704 - Capital Improvement Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
390 - Child Protective Services Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
706 - Clear Creek Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
295 - Courthouse Security Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
605 - Debt Service Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
160 - Drainage District													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	126.36	126.46	126.36	126.46	0.00	0.00	0.00	126.36	126.46
Prosperity- Investment Account Total					**126.36**	**126.46**	**126.36**	**126.46**	**0.00**	**0.00**	**0.00**	**126.36**	**126.46**
State Pool													
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	1,067,218.21	0.00	0.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
TBIA	AR-0003	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	127,772.76	127,966.70	127,772.76	127,966.70	0.00	0.00	189,774.61	127,772.76	127,966.70
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**127,772.76**	**127,966.70**	**127,772.76**	**127,966.70**	**0.00**	**0.00**	**1,376,992.82**	**127,772.76**	**127,966.70**
160 - Drainage District Total					**127,899.12**	**128,093.16**	**127,899.12**	**128,093.16**	**0.00**	**0.00**	**1,376,992.82**	**127,899.12**	**128,093.16**
FBC NAR - FBC NARCOTICS													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FBC NAR - FBC NARCOTICS Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
810 - FBC Toll Road Operations													
FMC Discount Note													
313396S53	08-0002-01	Freddie Mac Disc Note 0.00 12/08/09	12/21/07	Open	10,390,000.00	0.00	10,388,712.41	0.00	0.00	10,390,000.00	9,999,800.64	10,382,140.28	0.00
FMC Discount Note Total					**10,390,000.00**	**0.00**	**10,388,712.41**	**0.00**	**0.00**	**10,390,000.00**	**9,999,800.64**	**10,382,140.28**	**0.00**
FNMA Discount Note													
313588S71	08-0011-01	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00	2,962,174.67	2,998,015.16	0.00
FNMA Discount Note Total					**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**	**0.00**	**3,000,000.00**	**2,962,174.67**	**2,998,015.16**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MB06-TBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	1,145,459.99	1,146,801.21	1,145,459.99	1,146,801.21	0.00	0.00	3,143,377.27	1,145,459.99	1,146,801.21
TBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	0.00	3,003,280.59	0.00	3,003,280.59	0.00	0.00	0.00	0.00	3,003,280.59
State Pool Total					**1,145,459.99**	**4,150,081.80**	**1,145,459.99**	**4,150,081.80**	**0.00**	**0.00**	**3,143,377.27**	**1,145,459.99**	**4,150,081.80**
810 - FBC Toll Road Operations Total					**14,535,459.99**	**4,150,081.80**	**14,534,172.40**	**4,150,081.80**	**0.00**	**13,390,000.00**	**16,105,352.58**	**14,525,615.43**	**4,150,081.80**
892 - FBC SHERIFF COMMISSARY													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
892 - FBC SHERIFF COMMISSARY Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
728 - FBFCWSC BIG CREEK													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
State Pool													
MB08-TBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	1,407,870.99	1,409,642.32	1,407,870.99	1,409,642.32	0.00	0.00	4,405,170.92	1,407,870.99	1,409,642.32
TBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**1,407,870.99**	**1,409,642.32**	**1,407,870.99**	**1,409,642.32**	**0.00**	**0.00**	**4,405,170.92**	**1,407,870.99**	**1,409,642.32**
728 - FBFCWSC BIG CREEK Total					**1,407,870.99**	**1,409,642.32**	**1,407,870.99**	**1,409,642.32**	**0.00**	**0.00**	**4,405,170.92**	**1,407,870.99**	**1,409,642.32**
100 - General Fund													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	50,000,000.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**50,000,000.00**	**0.00**	**0.00**
State Pool													
MB02-TBIA General	AR-0015	State Pool	11/01/08	Open	882,838.65	883,949.43	882,838.65	883,949.43	0.00	0.00	17,374,917.83	882,838.65	883,949.43
TBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
TT00-TX TERM General	AR-0022	State Pool	11/01/08	Open	5,021,186.81	1,025,865.08	5,021,186.81	1,025,865.08	0.00	0.00	10,006,437.87	5,021,186.81	1,025,865.08
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					**5,904,025.46**	**1,909,814.51**	**5,904,025.46**	**1,909,814.51**	**0.00**	**0.00**	**27,381,355.70**	**5,904,025.46**	**1,909,814.51**
100 - General Fund Total					**5,904,025.46**	**1,909,814.51**	**5,904,025.46**	**1,909,814.51**	**0.00**	**0.00**	**77,381,355.70**	**5,904,025.46**	**1,909,814.51**
385 - Juvenile Foster Care													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
385 - Juvenile Foster Care Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
150 - Juvenile Operations Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
200 - Law Enforcement Academy Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
720 - Library Bond Construction Total					**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
LOG4 - LOGIC 07 FACILITIES CONST.													
State Pool													
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	Open	25,031,539.60	25,072,957.66	25,031,539.60	25,072,957.66	0.00	0.00	25,000,000.00	25,031,539.60	25,072,957.66
State Pool Total					**25,031,539.60**	**25,072,957.66**	**25,031,539.60**	**25,072,957.66**	**0.00**	**0.00**	**25,000,000.00**	**25,031,539.60**	**25,072,957.66**
LOG4 - LOGIC 07 FACILITIES CONST. Total					**25,031,539.60**	**25,072,957.66**	**25,031,539.60**	**25,072,957.66**	**0.00**	**0.00**	**25,000,000.00**	**25,031,539.60**	**25,072,957.66**
LOG5 - LOGIC DRAINAGE													
State Pool													
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	500,630.79	501,459.15	500,630.79	501,459.15	0.00	0.00	500,000.00	500,630.79	501,459.15
State Pool Total					**500,630.79**	**501,459.15**	**500,630.79**	**501,459.15**	**0.00**	**0.00**	**500,000.00**	**500,630.79**	**501,459.15**
LOG5 - LOGIC DRAINAGE Total					**500,630.79**	**501,459.15**	**500,630.79**	**501,459.15**	**0.00**	**0.00**	**500,000.00**	**500,630.79**	**501,459.15**
LOG3 - LOGIC FLOOD CONT-BIG CREEK													
State Pool													
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	3,003,784.75	3,008,754.92	3,003,784.75	3,008,754.92	0.00	0.00	3,000,000.00	3,003,784.75	3,008,754.92
State Pool Total					**3,003,784.75**	**3,008,754.92**	**3,003,784.75**	**3,008,754.92**	**0.00**	**0.00**	**3,000,000.00**	**3,003,784.75**	**3,008,754.92**
LOG3 - LOGIC FLOOD CONT-BIG CREEK Total					**3,003,784.75**	**3,008,754.92**	**3,003,784.75**	**3,008,754.92**	**0.00**	**0.00**	**3,000,000.00**	**3,003,784.75**	**3,008,754.92**
LOG1 - LOGIC GENERAL													
State Pool													
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	10,012,615.84	10,029,183.06	10,012,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,012,615.84	10,029,183.06
State Pool Total					**10,012,615.84**	**10,029,183.06**	**10,012,615.84**	**10,029,183.06**	**0.00**	**0.00**	**10,000,000.00**	**10,012,615.84**	**10,029,183.06**
LOG1 - LOGIC GENERAL Total					**10,012,615.84**	**10,029,183.06**	**10,012,615.84**	**10,029,183.06**	**0.00**	**0.00**	**10,000,000.00**	**10,012,615.84**	**10,029,183.06**
LOG7 - LOGIC MOBILITY													
State Pool													
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	10,012,615.84	10,029,183.06	10,012,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,012,615.84	10,029,183.06

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
State Pool Total					10,012,615.84	10,029,183.06	10,012,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,012,615.84	10,029,183.06
LOG7 - LOGIC MOBILITY Total					10,012,615.84	10,029,183.06	10,012,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,012,615.84	10,029,183.06
LOG8 - LOGIC ROAD & BRIDGE													
State Pool													
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	1,001,261.58	1,002,918.30	1,001,261.58	1,002,918.30	0.00	0.00	1,000,000.00	1,001,261.58	1,002,918.30
State Pool Total					1,001,261.58	1,002,918.30	1,001,261.58	1,002,918.30	0.00	0.00	1,000,000.00	1,001,261.58	1,002,918.30
LOG8 - LOGIC ROAD & BRIDGE Total					1,001,261.58	1,002,918.30	1,001,261.58	1,002,918.30	0.00	0.00	1,000,000.00	1,001,261.58	1,002,918.30
LOG2 - LOGIC TOLL OPERATIONS													
State Pool													
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	2,002,523.17	12,408,222.33	2,002,523.17	12,408,222.33	0.00	0.00	2,000,000.00	2,002,523.17	12,408,222.33
State Pool Total					2,002,523.17	12,408,222.33	2,002,523.17	12,408,222.33	0.00	0.00	2,000,000.00	2,002,523.17	12,408,222.33
LOG2 - LOGIC TOLL OPERATIONS Total					2,002,523.17	12,408,222.33	2,002,523.17	12,408,222.33	0.00	0.00	2,000,000.00	2,002,523.17	12,408,222.33
708 - Lower Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
708 - Lower Oyster Creek Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
718 - Mobility Projects													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool													
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	4,364,739.14	4,370,230.81	4,364,739.14	4,370,230.81	0.00	0.00	16,354,974.77	4,364,739.14	4,370,230.81
MBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	8,498,374.35	8,511,273.32	8,498,374.35	8,511,273.32	0.00	0.00	8,483,566.82	8,498,374.35	8,511,273.32
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool Total					12,863,113.49	12,881,504.13	12,863,113.49	12,881,504.13	0.00	0.00	24,838,541.59	12,863,113.49	12,881,504.13
718 - Mobility Projects Total					12,863,113.49	12,881,504.13	12,863,113.49	12,881,504.13	0.00	0.00	24,838,541.59	12,863,113.49	12,881,504.13
PROS - Prosperity Money Mkt. Accts.													
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	47,939,818.49	57,069,891.01	47,939,818.49	57,069,891.01	0.00	0.00	12,505,577.66	47,939,818.49	57,069,891.01
Money Market Total					47,939,818.49	57,069,891.01	47,939,818.49	57,069,891.01	0.00	0.00	12,505,577.66	47,939,818.49	57,069,891.01
PROS - Prosperity Money Mkt. Accts. Total					47,939,818.49	57,069,891.01	47,939,818.49	57,069,891.01	0.00	0.00	12,505,577.66	47,939,818.49	57,069,891.01
270 - Records Management Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
270 - Records Management Debt Service Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
155 - Road and Bridge													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	305.73	305.97	305.73	305.97	0.00	0.00	0.00	305.73	305.97
Prosperity- Investment Account Total					305.73	305.97	305.73	305.97	0.00	0.00	0.00	305.73	305.97
State Pool													
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	1,856,438.24	0.00	0.00
MBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	1,869,579.82	1,870,417.50	1,869,579.82	1,870,417.50	0.00	0.00	13,463.26	1,869,579.82	1,870,417.50
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
State Pool Total					1,869,579.82	1,872,417.50	1,869,579.82	1,872,417.50	0.00	0.00	2,866,901.52	1,869,579.82	1,872,417.50
155 - Road and Bridge Total					1,869,885.55	1,872,723.47	1,869,885.55	1,872,723.47	0.00	0.00	2,866,901.52	1,869,885.55	1,872,723.47
800 - Toll Road Authority													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
Prosperity- Investment Account Total					0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
State Pool													
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	1,510,794.89	1,512,695.78	1,510,794.89	1,512,695.78	0.00	0.00	1,508,730.26	1,510,794.89	1,512,695.78
MBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00
State Pool Total					1,510,794.89	1,512,695.78	1,510,794.89	1,512,695.78	0.00	0.00	6,508,730.26	1,510,794.89	1,512,695.78
800 - Toll Road Authority Total					1,510,794.90	1,512,695.79	1,510,794.90	1,512,695.79	0.00	0.00	6,508,730.26	1,510,794.90	1,512,695.79
702 - Upper Oyster Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702 - Upper Oyster Creek Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Combined Port													
FMC Discount Note													
3133396S3	08-0002-01	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	10,390,000.00	0.00	10,388,712.41	0.00	0.00	10,390,000.00	9,999,800.64	10,382,140.28	0.00
FMC Discount Note Total					10,390,000.00	0.00	10,388,712.41	0.00	0.00	10,390,000.00	9,999,800.64	10,382,140.28	0.00
FNMA Discount Note													
313588S71	08-0011-01	FNMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00	2,962,174.67	2,998,015.16	0.00
FNMA Discount Note Total					3,000,000.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00	2,962,174.67	2,998,015.16	0.00
Money Market													
Prosperity-Money Market Accts.	AR-0003	Money Market	11/30/03	Open	47,939,818.49	57,069,891.01	47,939,818.49	57,069,891.01	0.00	0.00	12,505,577.66	47,939,818.49	57,069,891.01
Money Market Total					47,939,818.49	57,069,891.01	47,939,818.49	57,069,891.01	0.00	0.00	12,505,577.66	47,939,818.49	57,069,891.01
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	1,090.57	1,091.43	1,090.57	1,091.43	0.00	0.00	50,000,000.00	1,090.57	1,091.43
Prosperity- Investment Account Total					1,090.57	1,091.43	1,090.57	1,091.43	0.00	0.00	50,000,000.00	1,090.57	1,091.43
State Pool													
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	10,011,615.84	10,029,183.06	10,011,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,011,615.84	10,029,183.06
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	2,002,523.17	12,408,222.33	2,002,523.17	12,408,222.33	0.00	0.00	2,000,000.00	2,002,523.17	12,408,222.33
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	3,003,784.75	3,008,754.92	3,003,784.75	3,008,754.92	0.00	0.00	3,000,000.00	3,003,784.75	3,008,754.92
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	Open	25,031,539.60	25,072,957.66	25,031,539.60	25,072,957.66	0.00	0.00	25,000,000.00	25,031,539.60	25,072,957.66
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	500,630.79	501,459.15	500,630.79	501,459.15	0.00	0.00	500,000.00	500,630.79	501,459.15
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	10,011,615.84	10,029,183.06	10,011,615.84	10,029,183.06	0.00	0.00	10,000,000.00	10,011,615.84	10,029,183.06
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	1,001,261.58	1,002,918.30	1,001,261.58	1,002,918.30	0.00	0.00	1,000,000.00	1,001,261.58	1,002,918.30
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	1,510,794.89	1,512,695.78	1,510,794.89	1,512,695.78	0.00	0.00	1,508,730.26	1,510,794.89	1,512,695.78
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	882,838.65	883,949.43	882,838.65	883,949.43	0.00	0.00	17,374,317.83	882,838.65	883,949.43
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	2,856,438.24	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	0.00	0.00	0.00	0.00	0.00	0.00	1,267,218.21	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	4,364,739.14	4,370,230.81	4,364,739.14	4,370,230.81	0.00	0.00	16,354,974.77	4,364,739.14	4,370,230.81
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	1,145,459.99	1,146,901.21	1,145,459.99	1,146,901.21	0.00	0.00	3,143,377.27	1,145,459.99	1,146,901.21
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	18,394,197.74	14,415,069.04	18,394,197.74	14,415,069.04	0.00	0.00	57,854,378.51	18,394,197.74	14,415,069.04
MB08-MBIA Fld.Cont. (Big Crk)	AR-0021	State Pool	11/01/08	Open	1,407,870.99	1,409,642.32	1,407,870.99	1,409,642.32	0.00	0.00	4,405,170.92	1,407,870.99	1,409,642.32
MBIA	AR-0005	State Pool	06/05/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00
TT00-TX TERM General	AR-0022	State Pool	11/01/08	Open	5,021,186.81	1,025,865.08	5,021,186.81	1,025,865.08	0.00	0.00	10,006,437.87	5,021,186.81	1,025,865.08

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 12/01/08	Par Value On 12/31/08	Market Val On 12/01/08	Market Val On 12/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cost	Amor Value On 12/01/08	Amor Value On 12/31/08
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	8,498,374.35	8,511,273.32	8,498,374.35	8,511,273.32	0.00	0.00	8,483,566.82	8,498,374.35	8,511,273.32
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	0.00	3,003,180.59	0.00	3,003,180.59	0.00	0.00	0.00	0.00	3,003,180.59
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	35,535,461.25	35,589,397.56	35,535,461.25	35,589,397.56	0.00	0.00	25,480,636.20	35,535,461.25	35,589,397.56
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	1,869,579.82	1,872,417.50	1,869,579.82	1,872,417.50	0.00	0.00	10,463.26	1,869,579.82	1,872,417.50
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	127,772.76	127,966.70	127,772.76	127,966.70	0.00	0.00	139,774.61	127,772.76	127,966.70
Texas Term	AR-0013	State Pool	07/13/07	Open	0.00	0.00	0.00	0.00	0.00	0.00	60,000,000.00	0.00	0.00
State Pool Total					**130,323,247.96**	**135,921,267.82**	**130,323,247.96**	**135,921,267.82**	**0.00**	**0.00**	**265,356,084.79**	**130,323,247.96**	**135,921,267.82**
Combined Port Total					**191,654,157.02**	**192,992,250.26**	**191,652,869.43**	**192,992,250.26**	**0.00**	**13,390,000.00**	**340,823,637.76**	**191,644,312.46**	**192,992,250.26**

Earnings and Yields Summary
Ft. Bena County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

Security Description	12/01/08 12/07/08	12/08/08 12/14/08	12/15/08 12/21/08	12/22/08 12/28/08	12/29/08 12/31/08	12/01/08 12/31/08
Combined Port						
FMC Discount	7,859.72	0.00	0.00	0.00	0.00	7,859.72
FNMA Discount	1,543.54	441.30	0.00	0.00	0.00	1,984.84
Money Market	12,466.52	12,466.52	12,466.52	12,466.52	5,831.19	55,697.27
Prosperity- I	0.17	0.20	0.20	0.20	0.09	0.86
State Pool	45,297.51	48,492.96	47,825.11	46,791.46	19,612.82	208,019.86
Port Total	**67,167.46**	**61,400.98**	**60,291.83**	**59,258.18**	**25,444.10**	**273,562.55**
Combined Port						
FMC Discount	3.9681	0.0000	0.0000	0.0000	0.0000	3.9681
FNMA Discount	2.6799	2.6816	0.0000	0.0000	0.0000	2.6803
Money Market	1.3597	1.3597	1.3597	1.3597	1.3959	1.3634
Prosperity- I	0.7801	0.9751	0.9751	0.9751	0.9751	0.9310
State Pool	1.8173	1.8118	1.8008	1.7989	1.7627	1.8028
Port Total	**1.8326**	**1.7009**	**1.6876**	**1.6844**	**1.6626**	**1.7210**

Maturi[illegible] Aging
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
LOG1-Logic- General	AR-0028	State Pool	11/10/08	1	1.9482
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	1	1.9482
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	1	1.9482
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	1	1.9482
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	1	1.9482
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	1	1.9482
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	1	1.9482
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	1	1.4800
MB02-MBIA General	AR-0015	State Pool	11/01/08	1	1.4800
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	1	1.6700
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	1	1.6700
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	1	1.4800
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	1	1.4800
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	1	1.4800
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	1	1.4800
MBIA	AR-0005	State Pool	06/05/02	1	1.6700
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	1.5000
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	1.5000
TT00-TX TERM General	AR-0022	State Pool	11/01/08	1	1.7900
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	1	1.7900
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	1	1.7900
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	1	1.7900
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	1	1.7900
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	1	1.7900
Texas Term	AR-0013	State Pool	07/13/07	1	2.1300
0 - 30 Days Total				**1**	**1.7170**
Investment Total				**1**	**1.7170**

Investm ts Sold
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Order Type	Sale Institut	Purchase Date	Sale Date	Yield Sale	Unit Sale Price	Par Val/Shares Sold	Beginning Unamor Val/Cost	Int Received On Sale	Premium Discount	Amortize Sale Date	Unamor Prem/Dscnt	Ending Amor Val/Cost	Sale Price	Commission Fees	Gain/ Loss
FMC Discount Note																		
3133968S3	08-0002-01	Freddie Mac Disc Note 0.00 12/08/08	MAT	2400	12/21/07	12/08/08	3.9962	1.000000	10,390,000.00	9,999,800.64	0.00	390,199.36	390,199.36	0.00	10,390,000.00	10,390,000.00	0.00	0.00
FMC Discount Note Total							**3.9962**	**1.000000**	**10,390,000.00**	**9,999,800.64**	**0.00**	**390,199.36**	**390,199.36**	**0.00**	**10,390,000.00**	**10,390,000.00**	**0.00**	**0.00**
FNMA Discount Note																		
313588S7	08-0011-01	FNMA Discount Note 0.00 12/10/08	MAT	2520	06/17/08	12/10/08	2.6482	1.000000	3,000,000.00	2,962,174.67	0.00	37,825.33	37,825.33	0.00	3,000,000.00	3,000,000.00	0.00	0.00
FNMA Discount Note Total							**2.6482**	**1.000000**	**3,000,000.00**	**2,962,174.67**	**0.00**	**37,825.33**	**37,825.33**	**0.00**	**3,000,000.00**	**3,000,000.00**	**0.00**	**0.00**
Investment Total							**3.6293**	**1.000000**	**13,390,000.00**	**12,961,975.31**	**0.00**	**428,024.69**	**428,024.69**	**0.00**	**13,390,000.00**	**13,390,000.00**	**0.00**	**0.00**

Activity Statement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

Purchase Date	Sale Date	CUSIP	Invest Number	Security Description	Amor Value On 12/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 12/31/08
FMC Discount Note											
12/21/07	12/08/08	313396S53	08-0002-01	Freddie Mac Disc Note 0.00 12/08/08	10,382,140.28	0.00	0.00	10,390,000.00	0.00	0.00	0.00
FMC Discount Note Total					**10,382,140.28**	**0.00**	**0.00**	**10,390,000.00**	**0.00**	**0.00**	**0.00**
FNMA Discount Note											
06/17/08	12/10/08	313588S71	08-0011-01	FNMA Discount Note 0.00 12/10/08	2,998,015.16	0.00	0.00	3,000,000.00	0.00	0.00	0.00
FNMA Discount Note Total					**2,998,015.16**	**0.00**	**0.00**	**3,000,000.00**	**0.00**	**0.00**	**0.00**
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	47,939,818.49	9,130,072.52	0.00	0.00	0.00	55,697.27	57,069,891.01
Money Market Total					**47,939,818.49**	**9,130,072.52**	**0.00**	**0.00**	**0.00**	**55,697.27**	**57,069,891.01**
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	1,090.57	0.86	0.00	0.00	0.00	0.86	1,091.43
Prosperity- Investment Account Total					**1,090.57**	**0.86**	**0.00**	**0.00**	**0.00**	**0.86**	**1,091.43**
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00
07/13/07	Open	Texas Term	AR-0013	State Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/01/08	Open	MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	1,510,794.89	1,900.89	0.00	0.00	0.00	1,900.89	1,512,695.78
11/01/08	Open	MB02-MBIA General	AR-0015	State Pool	882,838.65	1,110.78	0.00	0.00	0.00	1,110.78	883,949.43
11/01/08	Open	MB03-MBIA Road & Bridge	AR-0016	State Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/01/08	Open	MB04-MBIA Drainage	AR-0017	State Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/01/08	Open	MB05-MBIA Mobility	AR-0018	State Pool	4,364,739.14	5,491.67	0.00	0.00	0.00	5,491.67	4,370,230.81
11/01/08	Open	MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	1,145,459.99	1,441.22	0.00	0.00	0.00	1,441.22	1,146,901.21
11/01/08	Open	MB07-MBIA Fac. Construction	AR-0020	State Pool	18,394,197.74	-3,979,128.70	0.00	0.00	0.00	20,871.30	14,415,069.04
11/01/08	Open	MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	1,407,870.99	1,771.33	0.00	0.00	0.00	1,771.33	1,409,642.32
11/01/08	Open	TT00-TX TERM General	AR-0022	State Pool	5,021,186.81	-3,995,321.73	0.00	0.00	0.00	4,678.27	1,025,865.08
11/01/08	Open	TT01-TX TERM-Mobility	AR-0023	State Pool	8,498,374.35	12,898.97	0.00	0.00	0.00	12,898.97	8,511,273.32
11/01/08	Open	TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	0.00	3,003,180.59	0.00	0.00	0.00	3,180.59	3,003,180.59
11/01/08	Open	TT03-TX TERM Fac. Construction	AR-0025	State Pool	35,535,461.25	53,936.31	0.00	0.00	0.00	53,936.31	35,589,397.56
11/01/08	Open	TT04-TX TERM Road & Bridge	AR-0026	State Pool	1,869,579.82	2,837.68	0.00	0.00	0.00	2,837.68	1,872,417.50
11/01/08	Open	TT05-TX TERM Drainage	AR-0027	State Pool	127,772.76	193.94	0.00	0.00	0.00	193.94	127,966.70
11/10/08	Open	LOG1-Logic- General	AR-0028	State Pool	10,012,615.84	16,567.22	0.00	0.00	0.00	16,567.22	10,029,183.06
11/10/08	Open	LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	2,002,523.17	10,405,699.16	0.00	0.00	0.00	15,699.16	12,408,222.33
11/10/08	Open	LOG3-Logic-Flood Control	AR-0030	State Pool	3,003,784.75	4,970.17	0.00	0.00	0.00	4,970.17	3,008,754.92
11/10/08	Open	LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	25,031,539.60	41,418.06	0.00	0.00	0.00	41,418.06	25,072,957.66
11/10/08	Open	LOG5-Logic-Drainage	AR-0032	State Pool	500,630.79	828.36	0.00	0.00	0.00	828.36	501,459.15
11/10/08	Open	LOG7-Logic-Mobility	AR-0034	State Pool	10,012,615.84	16,567.22	0.00	0.00	0.00	16,567.22	10,029,183.06
11/10/08	Open	LOG8-Logic-Road & Bridge	AR-0035	State Pool	1,001,261.58	1,656.72	0.00	0.00	0.00	1,656.72	1,002,918.30
State Pool Total					**130,323,247.96**	**5,598,019.86**	**0.00**	**0.00**	**0.00**	**208,019.86**	**135,921,267.82**
Investment Total					**191,644,312.46**	**14,728,093.24**	**0.00**	**13,390,000.00**	**0.00**	**263,717.99**	**192,992,250.26**

Interest Accrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val/Shares	Ending Amor Val/Cost	Purchased Interest	Int/Div Rec In the Perd	Int/Div Accrued In the Perd	PTD Purch Received	Int/Div Rec Purch/Date	Int/Div Accrued Purch/Date
FMC Discount Note													
313396853	08-0002-01	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	12/08/08	3.9681	10,390,000.00	10,390,000.00	0.00	0.00	0.00	0.00	0.00	0.00
FMC Discount Note Total					**3.9681**	**10,390,000.00**	**10,390,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FNMA Discount Note													
313588871	08-0011-01	FNMA Discount Note 0.00 12/10/08	06/17/08	12/10/08	2.6803	3,000,000.00	3,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00
FNMA Discount Note Total					**2.6803**	**3,000,000.00**	**3,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/05	Open	1.3634	57,069,891.01	57,069,891.01	0.00	55,697.27	0.00	0.00	7,921,837.25	0.00
Money Market Total					**1.3634**	**57,069,891.01**	**57,069,891.01**	**0.00**	**55,697.27**	**0.00**	**0.00**	**7,921,837.25**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.9310	1,091.43	1,091.43	0.00	0.86	0.00	0.00	1,233,685.54	0.00
Prosperity- Investment Account Total					**0.9310**	**1,091.43**	**1,091.43**	**0.00**	**0.86**	**0.00**	**0.00**	**1,233,685.54**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	6,630,698.59	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	1,346,888.78	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/05	Open	1.4854	1,512,695.78	1,512,695.78	0.00	1,900.89	0.00	0.00	3,965.52	0.00
MB02-MBIA General	AR-0015	State Pool	11/01/05	Open	1.4854	883,949.43	883,949.43	0.00	1,110.78	0.00	0.00	8,031.60	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/05	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	739.15	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/05	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	327.91	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/05	Open	1.4854	4,370,230.81	4,370,230.81	0.00	5,491.67	0.00	0.00	15,256.04	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/05	Open	1.4854	1,146,901.21	1,146,901.21	0.00	1,441.22	0.00	0.00	3,523.94	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/05	Open	1.4972	14,415,069.04	14,415,069.04	0.00	20,671.30	0.00	0.00	60,690.53	0.00
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/05	Open	1.4854	1,409,642.32	1,409,642.32	0.00	1,771.33	0.00	0.00	4,471.40	0.00
TT00-TX TERM General	AR-0022	State Pool	11/01/05	Open	1.8282	1,035,865.08	1,035,865.08	0.00	4,678.27	0.00	0.00	19,427.21	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/05	Open	1.7919	8,511,273.32	8,511,273.32	0.00	12,898.97	0.00	0.00	37,706.50	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/05	Open	1.7638	3,003,180.59	3,003,180.59	0.00	3,180.59	0.00	0.00	3,180.59	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/05	Open	1.7919	35,589,397.56	35,589,397.56	0.00	53,936.31	0.00	0.00	108,761.36	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/05	Open	1.7919	1,872,417.50	1,872,417.50	0.00	2,837.68	0.00	0.00	4,776.83	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/05	Open	1.7920	127,966.70	127,966.70	0.00	193.94	0.00	0.00	645.97	0.00
LOG1-Logic- General	AR-0028	State Pool	11/10/05	Open	1.9535	10,029,183.06	10,029,183.06	0.00	16,567.22	0.00	0.00	29,183.06	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/05	Open	1.9086	12,408,222.33	12,408,222.33	0.00	15,699.16	0.00	0.00	18,222.33	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/05	Open	1.9535	3,008,754.92	3,008,754.92	0.00	4,970.17	0.00	0.00	8,754.92	0.00
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/05	Open	1.9535	25,072,957.66	25,072,957.66	0.00	41,418.06	0.00	0.00	72,957.66	0.00
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/05	Open	1.9535	501,459.15	501,459.15	0.00	828.36	0.00	0.00	1,459.15	0.00
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/05	Open	1.9535	10,029,183.06	10,029,183.06	0.00	16,567.22	0.00	0.00	29,183.06	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/05	Open	1.9535	1,002,918.30	1,002,918.30	0.00	1,656.72	0.00	0.00	2,918.30	0.00
State Pool Total					**1.8028**	**135,921,267.82**	**135,921,267.82**	**0.00**	**208,019.86**	**0.00**	**0.00**	**8,402,770.40**	**0.00**
Investment Total					**1.7210**	**206,382,250.26**	**206,382,250.26**	**0.00**	**263,717.99**	**0.00**	**0.00**	**17,558,293.19**	**0.00**

Premium/Discount Amortization

Ft. Bend County

Effective Interest - Actual Life

Receipts in Period

12/01/08 - 12/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Amortiz Date	Yield Earned	Beginning Par Val/Shares	Beginning Unamor Val/Cost	Premium Discount	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt	Amortization In the Perd	Amortization Purch/Date
FMC Discount Note													
313396S53	08-0002-01	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	12/08/08	3.9681	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,390,000.00	0.00	7,859.72	390,199.36
FMC Discount Note Total					**3.9681**	**10,390,000.00**	**9,999,800.64**	**390,199.36**	**10,390,000.00**	**10,390,000.00**	**0.00**	**7,859.72**	**390,199.36**
FNMA Discount Note													
313588S71	08-0011-01	FNMA Discount Note 0.00 12/10/08	06/17/08	12/10/08	2.6803	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	3,000,000.00	0.00	1,984.84	37,825.33
FNMA Discount Note Total					**2.6803**	**3,000,000.00**	**2,962,174.67**	**37,825.33**	**3,000,000.00**	**3,000,000.00**	**0.00**	**1,984.84**	**37,825.33**
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/05	Open	1.3634	47,939,818.49	47,939,818.49	0.00	57,069,891.01	57,069,891.01	0.00	0.00	0.00
Money Market Total					**1.3634**	**47,939,818.49**	**47,939,818.49**	**0.00**	**57,069,891.01**	**57,069,891.01**	**0.00**	**0.00**	**0.00**
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/28/02	Open	0.9310	1,090.57	1,090.57	0.00	1,091.43	1,091.43	0.00	0.00	0.00
Prosperity- Investment Account Total					**0.9310**	**1,090.57**	**1,090.57**	**0.00**	**1,091.43**	**1,091.43**	**0.00**	**0.00**	**0.00**
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Term	AR-0013	State Pool	07/23/07	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool	11/01/08	Open	1.4854	1,510,794.89	1,510,794.89	0.00	1,512,695.78	1,512,695.78	0.00	0.00	0.00
MB02-MBIA General	AR-0015	State Pool	11/01/08	Open	1.4854	882,838.65	882,838.65	0.00	883,949.43	883,949.43	0.00	0.00	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool	11/01/08	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool	11/01/08	Open	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool	11/01/08	Open	1.4854	4,364,739.14	4,364,739.14	0.00	4,370,230.81	4,370,230.81	0.00	0.00	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool	11/01/08	Open	1.4854	1,145,459.99	1,145,459.99	0.00	1,146,901.21	1,146,901.21	0.00	0.00	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool	11/01/08	Open	1.4872	18,394,187.74	18,394,187.74	0.00	14,415,069.04	14,415,069.04	0.00	0.00	0.00
MB08-MBIA Fld.Cont.(Big Crk)	AR-0021	State Pool	11/01/08	Open	1.4854	1,407,870.99	1,407,870.99	0.00	1,409,642.32	1,409,642.32	0.00	0.00	0.00
TT00-TX TERM General	AR-0022	State Pool	11/01/08	Open	1.8282	5,021,186.81	5,021,186.81	0.00	1,025,865.08	1,025,865.08	0.00	0.00	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool	11/01/08	Open	1.7919	8,498,374.35	8,498,374.35	0.00	8,511,273.32	8,511,273.32	0.00	0.00	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool	11/01/08	Open	1.7638	0.00	0.00	0.00	3,003,180.59	3,003,180.59	0.00	0.00	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool	11/01/08	Open	1.7919	35,535,461.25	35,535,461.25	0.00	35,589,397.56	35,589,397.56	0.00	0.00	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool	11/01/08	Open	1.7919	1,869,579.82	1,869,579.82	0.00	1,872,417.50	1,872,417.50	0.00	0.00	0.00
TT05-TX TERM Drainage	AR-0027	State Pool	11/01/08	Open	1.7920	127,772.76	127,772.76	0.00	127,966.70	127,966.70	0.00	0.00	0.00
LOG1-Logic- General	AR-0028	State Pool	11/10/08	Open	1.9535	10,012,615.84	10,012,615.84	0.00	10,029,183.06	10,029,183.06	0.00	0.00	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool	11/10/08	Open	1.9086	2,002,523.17	2,002,523.17	0.00	12,408,222.33	12,408,222.33	0.00	0.00	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool	11/10/08	Open	1.9535	3,003,784.75	3,003,784.75	0.00	3,008,754.92	3,008,754.92	0.00	0.00	0.00
LOG4-Logic-Facilities Const.Bnd	AR-0031	State Pool	11/10/08	Open	1.9535	25,031,539.60	25,031,539.60	0.00	25,072,957.66	25,072,957.66	0.00	0.00	0.00
LOG5-Logic-Drainage	AR-0032	State Pool	11/10/08	Open	1.9535	500,630.79	500,630.79	0.00	501,459.15	501,459.15	0.00	0.00	0.00
LOG7-Logic-Mobility	AR-0034	State Pool	11/10/08	Open	1.9535	10,012,615.84	10,012,615.84	0.00	10,029,183.06	10,029,183.06	0.00	0.00	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool	11/10/08	Open	1.9535	1,001,261.58	1,001,261.58	0.00	1,002,918.30	1,002,918.30	0.00	0.00	0.00
State Pool Total					**1.8028**	**130,323,247.96**	**130,323,247.96**	**0.00**	**135,921,267.82**	**135,921,267.82**	**0.00**	**0.00**	**0.00**
Investment Total					**1.7210**	**191,654,157.02**	**191,226,132.33**	**428,024.69**	**206,382,250.26**	**206,382,250.26**	**0.00**	**9,844.56**	**428,024.69**

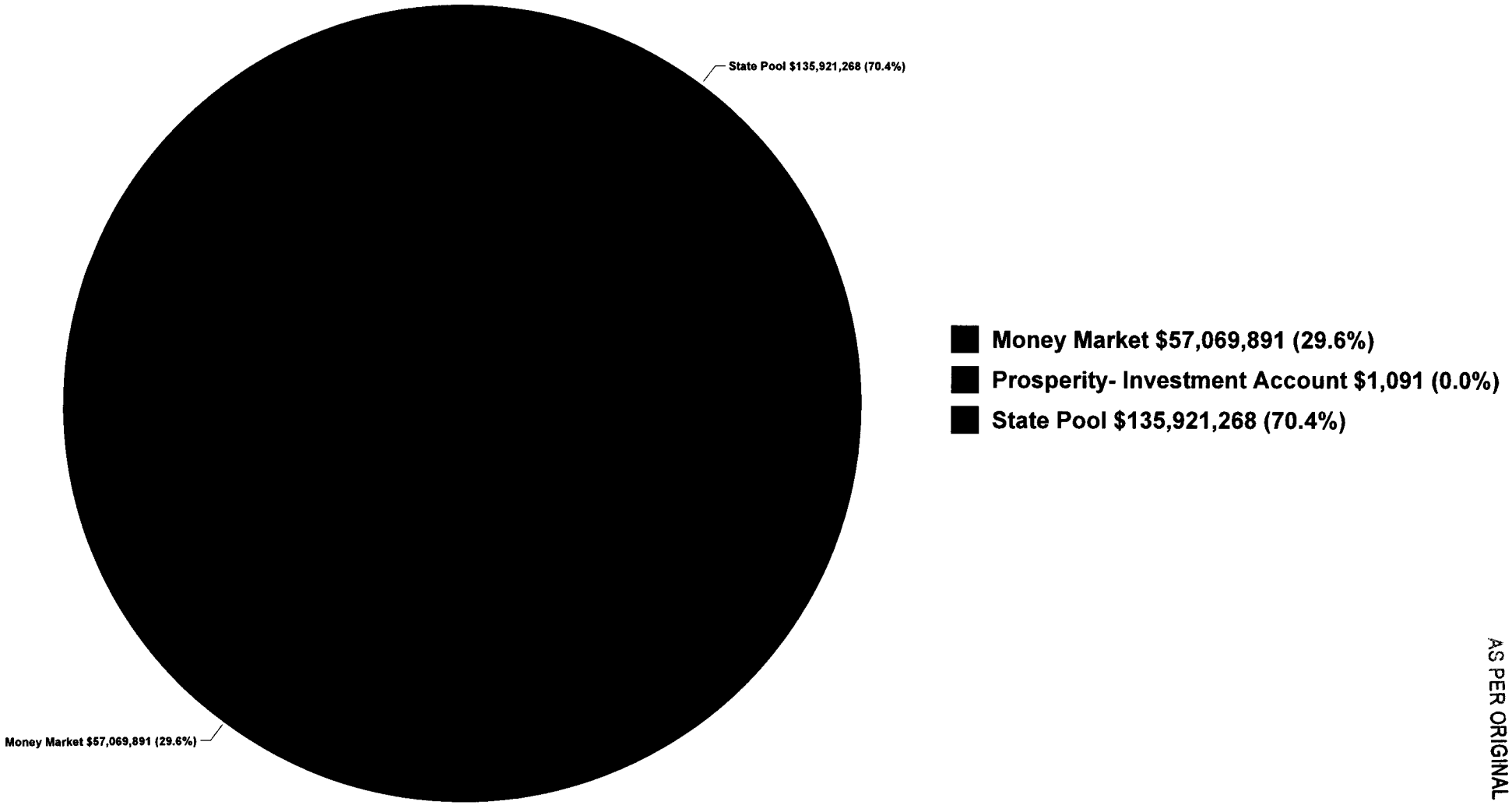
Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/31/08

CUSIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
Money Market																		
Prosperity-Money Market Accts.	AR-0009	Money Market		11/30/03	Open	100	100	100	1.5000	1.5000	1.000000	12,505,577.66	12,505,577.66	0.00	1.000000	57,069,891.01	57,069,891.01	0.00
Money Market Total									**1.5000**	**1.5000**	**1.000000**	**12,505,577.66**	**12,505,577.66**	**0.00**	**1.000000**	**57,069,891.01**	**57,069,891.01**	**0.00**
Prosperity- Investment Account																		
Prosperity-Invest Acct	AR-0004	SJB - Investment Account		03/29/02	Open	100	100	100	1.5000	1.5000	1.000000	50,000,000.00	50,000,000.00	0.00	1.000000	1,091.43	1,091.43	0.00
Prosperity- Investment Account Total									**1.5000**	**1.5000**	**1.000000**	**50,000,000.00**	**50,000,000.00**	**0.00**	**1.000000**	**1,091.43**	**1,091.43**	**0.00**
State Pool																		
MBIA	AR-0005	State Pool		06/05/02	Open	2000	2000	2000	1.6700	1.6700	1.000000	5,000,000.00	5,000,000.00	0.00	0.000000	0.00	0.00	0.00
Texas Term	AR-0013	State Pool		07/13/07	Open	2005	2005	2005	2.1300	2.1300	1.000000	60,000,000.00	60,000,000.00	0.00	0.000000	0.00	0.00	0.00
MB01-MBIA Toll Rd. Auth	AR-0014	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	1,508,730.26	1,508,730.26	0.00	1.000000	1,512,695.78	1,512,695.78	0.00
MB02-MBIA General	AR-0015	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	17,374,917.83	17,374,917.83	0.00	1.000000	883,949.43	883,949.43	0.00
MB03-MBIA Road & Bridge	AR-0016	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	2,856,438.24	2,856,438.24	0.00	0.000000	0.00	0.00	0.00
MB04-MBIA Drainage	AR-0017	State Pool		11/01/08	Open	2000	2000	2000	1.6700	1.6700	1.000000	1,267,218.21	1,267,218.21	0.00	0.000000	0.00	0.00	0.00
MB05-MBIA Mobility	AR-0018	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	16,354,974.77	16,354,974.77	0.00	1.000000	4,370,230.81	4,370,230.81	0.00
MB06-MBIA Toll Rd. Operations	AR-0019	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	5,143,377.27	5,143,377.27	0.00	1.000000	1,146,301.21	1,146,301.21	0.00
MB07-MBIA Fac. Construction	AR-0020	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	57,854,378.51	57,854,378.51	0.00	1.000000	14,415,069.04	14,415,069.04	0.00
MB08-MBIA Fld.Cont.(Big Crk	AR-0021	State Pool		11/01/08	Open	2000	2000	2000	1.4800	1.4800	1.000000	4,405,170.92	4,405,170.92	0.00	1.000000	1,409,642.32	1,409,642.32	0.00
TT00-TX TERM General	AR-0022	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	1.000000	10,006,437.87	10,006,437.87	0.00	1.000000	1,025,865.08	1,025,865.08	0.00
TT01-TX TERM-Mobility	AR-0023	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	1.000000	8,483,566.82	8,483,566.82	0.00	1.000000	8,511,273.32	8,511,273.32	0.00
TT02-TX TERM Toll Rd. Operation	AR-0024	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	0.000000	0.00	0.00	0.00	1.000000	3,003,180.59	3,003,180.59	0.00
TT03-TX TERM Fac. Construction	AR-0025	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	1.000000	25,480,636.20	25,480,636.20	0.00	1.000000	35,569,397.56	35,569,397.56	0.00
TT04-TX TERM Road & Bridge	AR-0026	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	1.000000	10,463.28	10,463.28	0.00	1.000000	1,872,417.50	1,872,417.50	0.00
TT05-TX TERM Drainage	AR-0027	State Pool		11/01/08	Open	2005	2005	2005	1.7900	1.7900	1.000000	109,774.61	109,774.61	0.00	1.000000	127,966.70	127,966.70	0.00
LOG1-Logic- General	AR-0028	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,029,183.06	10,029,183.06	0.00
LOG2-Logic-Toll Rd.Operations	AR-0029	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	2,000,000.00	2,000,000.00	0.00	1.000000	12,408,222.33	12,408,222.33	0.00
LOG3-Logic-Flood Control	AR-0030	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	3,008,754.92	3,008,754.92	0.00
LOG4-Logic-Facilities Const.End	AR-0031	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	25,000,000.00	25,000,000.00	0.00	1.000000	25,072,957.66	25,072,957.66	0.00
LOG5-Logic-Drainage	AR-0032	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	500,000.00	500,000.00	0.00	1.000000	501,459.15	501,459.15	0.00
LOG7-Logic-Mobility	AR-0034	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,029,183.06	10,029,183.06	0.00
LOG8-Logic-Road & Bridge	AR-0035	State Pool		11/10/08	Open	200	200	200	1.9482	1.9482	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,002,918.30	1,002,918.30	0.00
State Pool Total									**1.8081**	**1.8081**	**1.000000**	**265,356,084.79**	**265,356,084.79**	**0.00**	**1.000000**	**135,921,267.82**	**135,921,267.82**	**0.00**
Investment Total									**1.7170**	**1.7170**	**1.000000**	**327,861,662.45**	**327,861,662.45**	**0.00**	**1.000000**	**192,992,250.26**	**192,992,250.26**	**0.00**

Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
12/31/08

By Security

Open Investments $192,992,250

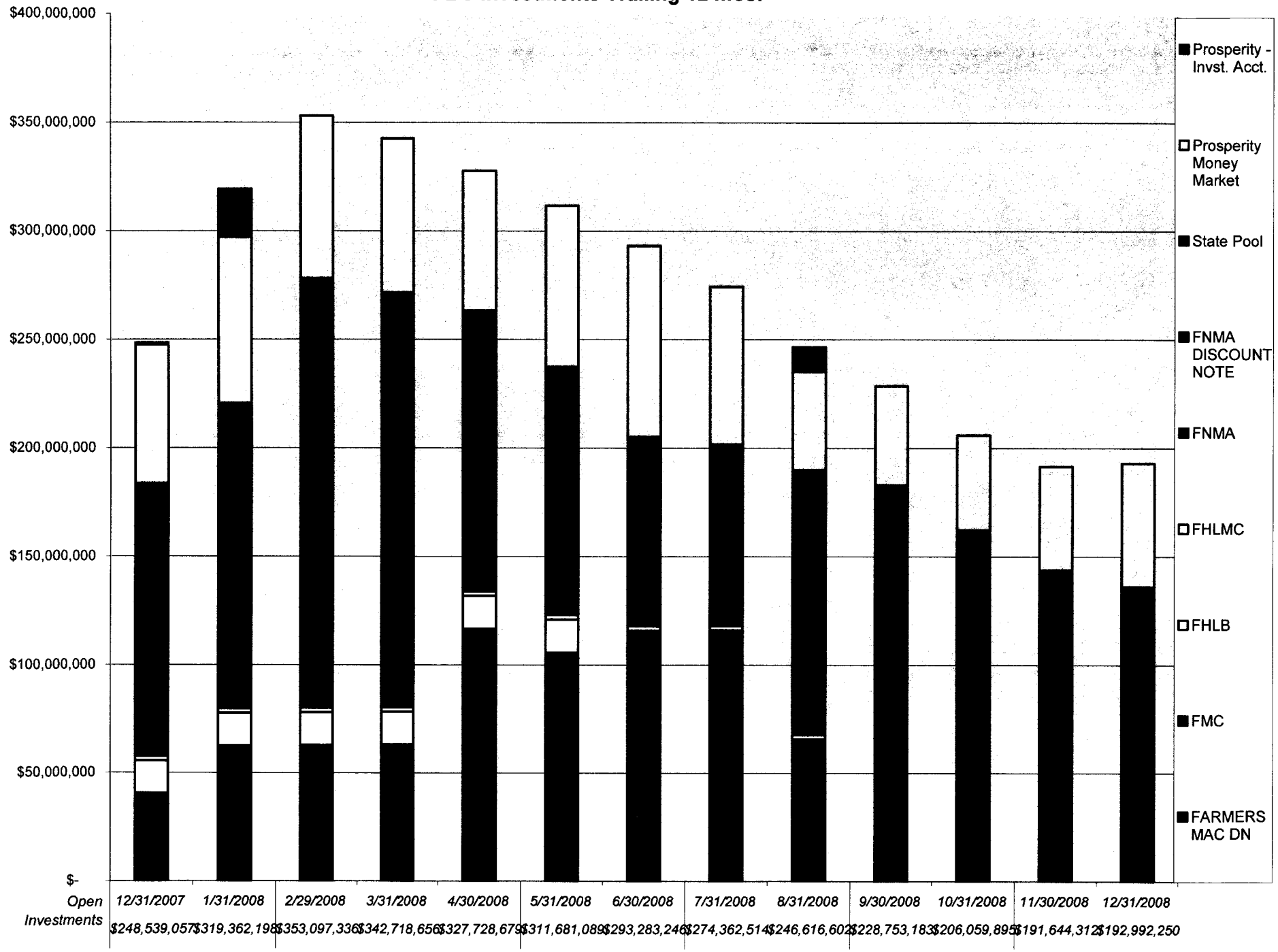


AS PER ORIGINAL

FBC INVESTMENT TRAILING 12 MONTHS

Open Investments		FARMERS MAC DN	FMC	FHLB	FHLMC	FNMA	FNMA DISCOUNT NOTE	State Pool	Prosperity Money Market	Prosperity - Invst. Acct.
$ 248,539,057	12/31/2007	$ -	$40,547,670	$15,014,502	$ 2,070,046	$17,952,088	$30,554,409	$ 77,608,562	$63,841,416	$ 950,364
$ 319,362,198	1/31/2008	$ -	$62,731,439	$15,068,626	$ 2,071,125	$ 7,905,639	$41,698,206	$ 91,159,600	$76,508,551	$22,219,011
$ 353,097,336	2/29/2008	$ -	$62,936,496	$15,119,613	$ 2,072,197	$ 7,907,650	$11,043,895	$ 179,001,587	$74,976,274	$ 39,624
$ 342,718,656	3/31/2008	$ -	$63,156,872	$15,174,500	$ 2,073,274	$ 7,909,603	$11,077,006	$ 172,153,918	$70,986,373	$ 187,111
$ 327,728,679	4/30/2008	$45,075,707	$71,420,813	$15,227,996	$ 2,074,303	$ 7,911,505	$11,109,239	$ 110,348,085	$64,556,400	$ 4,632
$ 311,681,089	5/31/2008	$45,160,103	$60,446,155	$15,283,673	$ 2,075,366	$ 7,913,407	$11,142,743	$ 95,388,183	$74,271,455	$ 4
$ 293,283,246	6/30/2008	$55,191,030	$60,579,607	$ -	$ 2,076,394	$ 7,915,309	$ 2,964,670	$ 76,415,666	$88,037,185	$ 103,386
$ 274,362,514	7/31/2008	$55,296,166	$60,717,971	$ -	$ 2,077,457	$ 7,917,210	$ 2,971,366	$ 72,717,139	$72,565,072	$ 100,133
$ 246,616,602	8/31/2008	$55,401,544	$10,280,503	$ -	$ 2,078,520	$ 7,919,112	$ 2,978,093	$ 111,274,803	$45,437,117	$11,225,138
$ 228,753,183	9/30/2008	$45,493,780	$10,313,900	$ -	$ -	$ -	$ 2,984,631	$ 124,194,371	$45,764,506	$ 1,996
$ 206,059,895	10/31/2008	$ -	$10,348,523	$ -	$ -	$ -	$ 2,991,418	$ 148,856,085	$43,863,851	$ 18
$ 191,644,312	11/30/2008	$ -	$10,382,140	$ -	$ -	$ -	$ 2,998,015	$ 130,323,248	$47,939,818	$ 1,091
$ 192,992,250	12/31/2008	$ -	$ -	$ -	$ -	$ -	$ -	$ 135,921,268	$57,069,891	$ 1,091

FBC Investments Trailing 12 mos.



AS PER ORIGINAL

20

Sue Brock - December interest rate

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: "Sue Brock" <brocksue@co.fort-bend.tx.us>
Date: 1/7/2009 10:10 AM
Subject: December interest rate
CC: "Jenny Gortney (111)" <jenny.gortney@prosperitybanktx.com>, "John Rebeles (111)" <john.rebeles@prosperitybanktx.com>

Sue,

Here is the email for the December rate:

In accordance to the Depository bid, the variable interest rate for the month of December will reflect the change in the 91 day t-bill rate. The 91 day t-bill investment rate is 0.05%. Rate paid will be 1.50%. We will pay the Texpool rate of 1.67% on the designated investment accounts.

The January rate was sent 1-5-08 at 12:11 PM. Here is the information:

In accordance to the Depository bid, the variable interest rate for the month of January will reflect the change in the 91 day t-bill rate. The 91 day t-bill investment rate is 0.051%. Rate paid will be 1.50%. We will pay the Texpool rate of 1.2376% on the designated investment accounts.

I will need to get with Jenny and John regarding the floor of 1.50% as that is on the operating accounts not the investment accounts which are paid the Texpool rate per the bid that was submitted.

Sorry...

Laura ☺

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
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laura.turner@prosperitybanktx.com

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mbia
ASSET MANAGEMENT

Texas CLASS Daily Rates December 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

Date	*Daily Rates*	*Annual Yield*
12/01/08	1.66%	1.67%
12/02/08	1.72%	1.74%
12/03/08	1.71%	1.73%
12/04/08	1.68%	1.69%
12/05/08	1.63%	1.65%
12/06/08	1.63%	1.65%
12/07/08	1.63%	1.65%
12/08/08	1.47%	1.48%
12/09/08	1.50%	1.51%
12/10/08	1.51%	1.52%
12/11/08	1.50%	1.51%
12/12/08	1.51%	1.52%
12/13/08	1.51%	1.52%
12/14/08	1.51%	1.52%
12/15/08	1.54%	1.55%
12/16/08	1.50%	1.51%
12/17/08	1.51%	1.52%
12/18/08	1.50%	1.51%
12/19/08	1.49%	1.50%
12/20/08	1.49%	1.50%
12/21/08	1.49%	1.50%
12/22/08	1.48%	1.49%
12/23/08	1.46%	1.47%
12/24/08	1.34%	1.35%
12/25/08	1.34%	1.35%
12/26/08	1.31%	1.32%
12/27/08	1.31%	1.32%
12/28/08	1.31%	1.32%
12/29/08	1.30%	1.31%
12/30/08	1.26%	1.27%
12/31/08	1.22%	1.23%
Average	1.48%	1.50%

Rates can vary over time. Past performance is no guarantee of future results.

TexasDAILY

a portfolio established by the TexasTERM Local Government Investment Pool

Current Rates (1)

	As of December 31, 2008
Current Yield	**1.63%**
One-Day Yield	**1.53%**
Allocation Factor	**0.000041673**

Historical Rates

Monthly Distribution Yields (2)

	2002	2003	2004	2005	2006	2007	2008
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	2.39%
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	2.38%
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	2.65%
November	1.70%	1.03%	1.82%	3.92%	5.25%	4.80%	2.13%
December	1.49%	1.05%	2.05%	4.13%	5.25%	4.53%	1.79%

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Past performance is not indicative of future results and yields may vary.

(1) The current yield, which is also known as the current annualized yield or current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally $1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The allocation factor represents the daily net income dividend declared by the TexasDAILY portfolio divided by the portfolio's daily net assets. The one-day yield represents the allocation factor of the TexasDAILY portfolio divided by the daily net asset value per share (normally $1.00) multiplied by 365. Unlike the current yield – which excludes capital changes and income other than investment income – the allocation factor and one-day yield are inclusive of capital changes and any income other than investment income.

(2) The monthly distribution yield represents the sum of a month's one-day allocation factors divided by the number of days in that month, and multiplied by 365.

(3) The TexasDAILY portfolio began operations on March 25, 2002.

Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAF & AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a $1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities.

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing. This and other information about the Pool is available in the Pool's Information Statements, which should be read carefully before investing. Copies of the Pool's Information Statements may be obtained by calling 1-866-839-8376 or are available on the Pool's website at www.texasterm.net. While TexasDAILY seeks to maintain a stable net asset value of $1.00 per share and TexasTERM seeks to achieve a net asset value of $1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Shares of the Pool are distributed by ***PFM Fund Distributors, Inc.****, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC*

LOGIC Newsletter

December 2008

Performance

As of December 31, 2008

Current Invested Balance	**$2,020,016,178.64**
Weighted Average Maturity (1)*	**43 Days**
Weighted Average Maturity (2)*	**62 Days**
Net Asset Value	**1.001380**
Total Number of Participants	**396**
Management Fee on Invested Balance	**0.0875%**
Interest Distributed	**$3,216,710.16**
Management Fee Collected	**$138,124.76**
% of Portfolio Invested Beyond 1 Year	**1.78%**
Standard & Poor's Current Rating	**AAAm**

December Averages:

Average Invested Balance	**$1,863,724,027.01**
Average Monthly Yield, on a simple basis	**1.9482%**
Average Weighted Average Maturity (1)*	**49 Days**
Average Weighted Average Maturity (2)*	**71 Days**

*Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

Rates reflect historical information and are not an indication of future performance.

News

Holiday Reminder

In observance of the ***Martin Luther King, Jr. holiday***, ***LOGIC will be closed on Monday, January 19, 2009.*** All ACH transactions initiated on Friday, January 16th, will settle on Tuesday, January 20th.

New Participants

We would like to welcome the following entities who joined the LOGIC program in December:

★ Big Sandy ISD

Economic Outlook

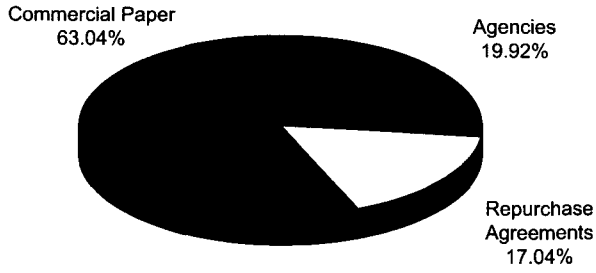
While coordinated global policy steps have helped stabilize the markets, the macroeconomic impact has been significant. Job losses in the U.S. have only seen one period of more dramatic decline on record – the third quarter of 1945 – and consumer spending and industrial production have fallen off precipitously. Driven by weaker employment prospects, falling house prices, volatile equity markets and tighter credit availability, consumer spending is currently on pace for a 2.2% decline during the fourth quarter. Accordingly, the Fed in December cut its target rate to between 0% and 0.25%, and during the quarter committed the expanded use of its balance sheet to provide non-traditional monetary stimulus to the economy. Investors' flight to quality and the extent of the U.S. government's initiatives have contributed to a significant bid for Treasury and agency debt, causing Treasuries to rally strongly and mortgage rates to decline. By the end of the quarter, one-month and three month Treasury yields were close to zero and had occasionally crossed into negative yield territory. The credit crisis affected all corners of the market, causing investors to flock to Treasuries. Treasury yields reached new historic lows during the fourth quarter, with the yield of the two-year note down 120 bps from the third quarter, ending at 0.76%.

A policy-induced recovery should take hold in the second half of 2009, although growth markedly below-trend is expected. Two key risks to this forecast are that the economy could respond more aggressively and swiftly to the stimulus and household balance sheet repair may be even more prolonged than anticipated. This recovery cycle is likely to be different from past cycles for three reasons. First, an excess of housing inventories precludes any rebound in housing through 2009 and probably any measurable rebound in 2010. Second, the deleveraging theme that currently characterizes U.S. households is likely to stay in place. Third, large inventory cycles have become rare due to better inventory management. To be sure, given how low a share of GDP both housing and consumer durable goods are likely to be in the near future, the possibility of an aggressive rebound exists. However, the hurdles of household deleveraging and excess housing inventories must first be passed. This is probably a story for 2011 rather than the next two years in the forecast horizon.

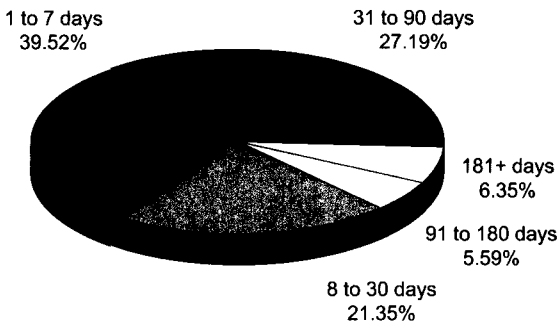
This information is an excerpt from an economic report dated December 2008 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.

Information at a Glance

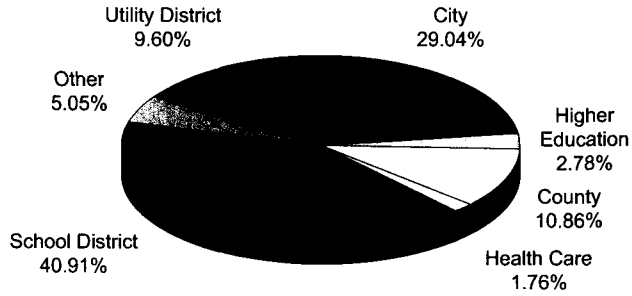
Portfolio by Type of Investment As of December 31, 2008



Portfolio by Maturity As of December 31, 2008



Distribution of Participants by Type As of December 31, 2008



History

Historical Program Information

Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Dec 08	1.9482%	$ 2,020,016,178.64	$ 2,022,893,475.12	1.001380	49	71	396
Nov 08	2.1998%	1,765,294,651.20	1,766,214,274.71	1.000520	38	68	395
Oct 08	2.5915%	1,625,272,627.28	1,625,758,410.05	1.000185	39	75	392
Sep 08	2.6931%	1,842,768,859.42	1,841,395,940.75	0.999254	37	75	390
Aug 08	2.5795%	1,694,895,892.95	1,694,463,300.94	0.999684	41	76	390
Jul 08	2.5562%	1,968,322,569.65	1,968,063,025.42	0.999868	43	70	388
Jun 08	2.5390%	1,768,188,130.30	1,767,820,751.22	0.999792	45	68	387
May 08	2.5557%	1,808,683,438.47	1,808,946,922.73	1.000093	49	76	386
Apr 08	2.7531%	1,675,291,965.81	1,675,019,473.24	0.999837	42	68	386
Mar 08	3.1871%	1,778,824,386.38	1,779,062,369.97	1.000133	32	57	384
Feb 08	3.6259%	1,905,151,545.52	1,905,845,969.73	1.000262	23	45	383
Jan 08	4.4959%	1,774,368,545.12	1,775,758,264.68	1.000783	27	48	382
Dec 07	4.8750%	1,356,320,155.73	1,356,313,558.24	0.999916	37	65	382

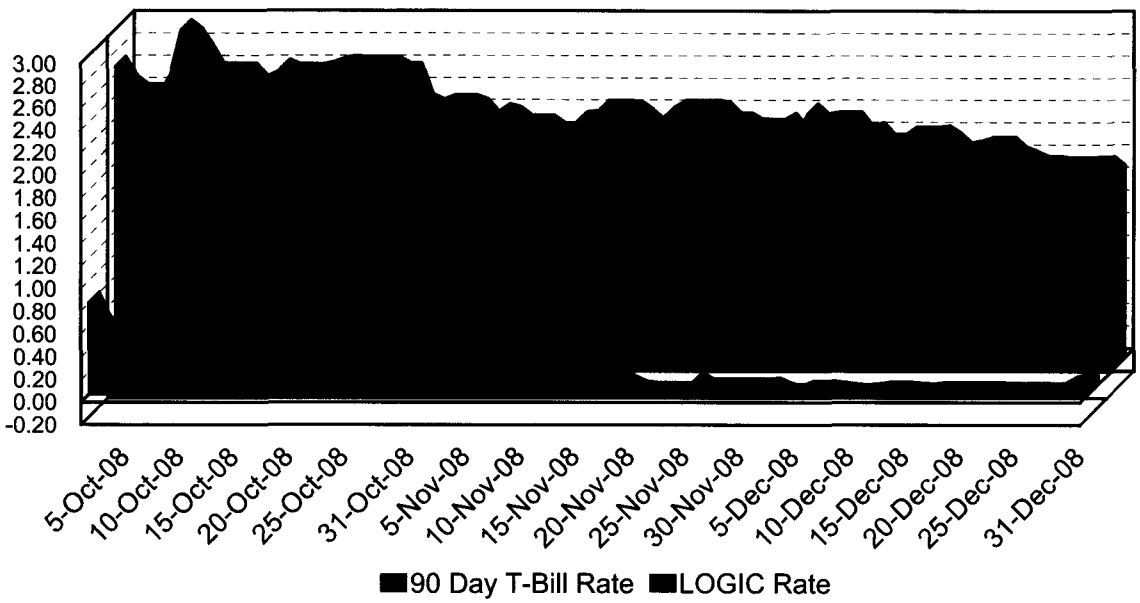
Assets

Portfolio Asset Summary as of December 31, 2008

	Book Value	Market Value
Uninvested Balance	$ 568.24	$ 568.24
Accrual of Interest Income	437,923.34	437,923.34
Interest and Management Fees Payable	(3,242,953.54)	(3,242,953.54)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	344,788,000.00	344,788,000.00
Commercial Paper	1,275,077,297.07	1,276,684,449.68
Government Securities	402,955,343.53	404,225,487.40
Total	**$ 2,020,016,178.64**	**$ 2,022,893,475.12**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for December 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Dec-08	2.1602%	0.000059184	1,786,850,240.57	1.000513	42	69
2-Dec-08	2.0380%	0.000055835	1,792,610,890.62	1.000564	46	71
3-Dec-08	2.2455%	0.000061521	1,810,160,516.92	1.000582	54	80
4-Dec-08	2.1533%	0.000058995	1,837,636,736.49	1.000702	53	78
5-Dec-08	2.0801%	0.000056988	1,842,891,608.92	1.000842	52	76
6-Dec-08	2.0801%	0.000056988	1,842,891,608.92	1.000842	52	76
7-Dec-08	2.0801%	0.000056988	1,842,891,608.92	1.000842	52	76
8-Dec-08	2.0461%	0.000056057	1,846,212,469.18	1.000961	52	76
9-Dec-08	2.0721%	0.000056770	1,851,013,774.98	1.000909	53	77
10-Dec-08	1.9692%	0.000053950	1,866,050,647.47	1.001109	53	76
11-Dec-08	1.9677%	0.000053909	1,872,035,605.69	1.001216	52	75
12-Dec-08	2.0320%	0.000055672	1,859,389,251.17	1.001174	51	74
13-Dec-08	2.0320%	0.000055672	1,859,389,251.17	1.001174	51	74
14-Dec-08	2.0320%	0.000055672	1,859,389,251.17	1.001174	51	74
15-Dec-08	2.0459%	0.000056053	1,846,176,905.66	1.001290	50	73
16-Dec-08	1.9812%	0.000054279	1,846,740,028.22	1.001378	50	72
17-Dec-08	1.8922%	0.000051842	1,832,861,399.95	1.001729	49	72
18-Dec-08	1.9102%	0.000052333	1,801,153,977.18	1.001781	51	74
19-Dec-08	1.9455%	0.000053302	1,794,373,200.10	1.001667	49	71
20-Dec-08	1.9455%	0.000053302	1,794,373,200.10	1.001667	49	71
21-Dec-08	1.9455%	0.000053302	1,794,373,200.10	1.001667	49	71
22-Dec-08	1.8577%	0.000050897	1,815,547,056.98	1.001684	50	72
23-Dec-08	1.8186%	0.000049826	1,853,792,635.41	1.001610	48	70
24-Dec-08	1.7742%	0.000048608	1,918,687,824.49	1.001534	46	67
25-Dec-08	1.7742%	0.000048608	1,918,687,824.49	1.001534	46	67
26-Dec-08	1.7600%	0.000048218	1,942,254,784.06	1.001460	43	64
27-Dec-08	1.7600%	0.000048218	1,942,254,784.06	1.001460	43	64
28-Dec-08	1.7600%	0.000048218	1,942,254,784.06	1.001460	43	64
29-Dec-08	1.7716%	0.000048538	1,960,073,169.54	1.001469	43	63
30-Dec-08	1.7677%	0.000048431	1,982,410,422.22	1.001398	45	65
31-Dec-08	1.6958%	0.000046459	2,020,016,178.64	1.001380	43	62
Average	1.9482%	0.000053375	1,863,724,027.01		49	71

PROSPERITY BANK
MONEY MARKET ACCOUNTS

December 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	10,095,093.52	40,858,121.42	35,773,327.63	7,556.50	15,187,443.81
030/150	Juvenile Operations	3,454,852.72	848,570.14	1,201,979.47	2,578.54	3,104,021.93
105/155	Road & Bridge	137,779.98	2,831,318.33	1,156,236.27	1,019.55	1,813,881.59
115/160	Drainage District	510,826.20	884,054.99	633,641.63	785.61	762,025.17
117/165	Lateral Road	212,569.15	-	-	301.79	212,870.94
120/170	Statue Restoration	4,095.65	-	-	5.81	4,101.46
121/175	City Water Assistance	16,944.58	253.00	-	24.25	17,221.83
123/185	Entex Contributions	1,684.58	-	-	2.39	1,686.97
124/190	H L & P Assistance	22,654.94	-	6,751.12	27.53	15,931.35
125/195	County Law Library	664,291.59	36,647.89	18,101.88	970.32	683,807.92
126/200	Law Enforcement Academy	563,868.21	4,859.00	4,147.57	801.64	565,381.28
129/210	Ambulance Paramedics	11,121.47	-	520.00	15.43	10,616.90
130/360	Law Enforcement Training	101,778.29	-	997.03	143.52	100,924.78
131/215	Library Donations	126,003.27	1,618.04	2,459.52	177.94	125,339.73
133/225	FBC Asset Forfei.Task-State	813,515.68	-	5,221.07	1,316.97	809,611.58
135/235	Probate Court Training	48,214.58	433.00	-	69.07	48,716.65
136/240	JP Technology Fund	508,385.41	7,323.51	990.44	730.41	515,448.89
137/245	Alert Program-Juvenile	27,380.68	110.00	-	38.95	27,529.63
141/255	D A Asset Forfeiture-Fed.	1,886.69	-	-	2.68	1,889.37
142/260	D A Bad Check Coll Fund	79,427.34	3,523.40	1,583.99	115.40	81,482.15
143/265	Gus George Memorial	7,162.14	-	439.48	9.87	6,732.53
144/270	Records Mgmt.Debt.Service	1,309,285.19	54,105.00	73,618.03	1,886.45	1,291,658.61
145/275	D A Special Fund Run	16,336.95	-	-	23.19	16,360.14
146/280	Co.Atty.Supplemental Salary	67,397.52	1,313.80	5,230.18	94.00	63,575.14
147/285	FBC Records Management	249,933.72	20,911.64	11,408.44	371.01	259,807.93

PROSPERITY BANK
MONEY MARKET ACCOUNTS

December 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
148/290	VIT Interest (Tax Coll)	898.67	5,000.00	2,285.44	1.63	3,614.86
149/295	Courthouse Security	450,285.37	26,199.56	63,043.31	625.25	414,066.87
150/300	FBC Elections	641,708.27	-	135.84	910.97	642,483.40
151/305	FBC Asset Forfie.Task-Fed.	28,712.77	5,588.07	-	44.09	34,344.93
153/310	Sheriff Ofc/Forfei.Assets-St.	185,928.76	3,322.74	-	267.62	189,519.12
154/315	Sheriff Ofc/Forfei.Assets-Fed.	64,004.75	11,870.05	5,994.70	103.01	69,983.11
156/320	Constable Pct. 2 F/A	10,902.26	-	7,340.34	5.39	3,567.31
157/325	Constable Forfeiture-State	127.57	-	-	0.18	127.75
159/335	DA Asset Forfeit.-State	128,422.13	283.25	1,793.02	181.47	127,093.83
163/350	FBC Gates Foundation Grant	1,304.72	-	-	1.85	1,306.57
164/355	FBC Co.Child Abuse Prev.	1,377.14	600.00	-	2.81	1,979.95
201/702	Upper Oyster Creek	1,988,545.84	-	2,986.05	2,820.19	1,988,379.98
203/706	Clear Creek Fund	534,374.74	-	-	758.67	535,133.41
204/708	Lower Oyster Creek	1,407,153.98	-	24,972.00	1,972.62	1,384,154.60
205/710	County Big Creek	972,902.71	-	-	1,381.26	974,283.97
220/800	Toll Road Authority	571,118.69	-	9,601.70	444.37	561,961.36
230/718	Mobility Projects	1,222,841.60	229.60	924,979.38	847.90	298,939.72
231/732	2007 Facilities Const. Bonds	1,301,163.31	4,000,000.00	4,345,305.15	1,380.57	957,238.73
410/810	Toll Road Operations	1,921,891.99	11,615,777.35	11,151,799.59	4,524.46	2,390,394.21
504/SOCO	FBC Sheriff Commissary	316,557.40	-	-	449.43	317,006.83
520/894	Bail Bond Securities	3,234.52	-	-	4.59	3,239.11
534/896	On Site Wastewater	726.77	330.00	-	1.26	1,058.03
540/898	Consolidated Court Cost	359,445.91	322,392.73	68,571.04	820.33	614,087.93
801/380	Emergency Food & Shelter	15,336.47	-	14,975.20	9.56	370.83
805/390	Child Protective Service IV-E	361,157.99	-	-	512.75	361,670.74
813/400	CDGB 2001	26,305.63	114,085.99	104,859.30	37.45	35,569.77

PROSPERITY BANK
MONEY MARKET ACCOUNTS

December 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
826/402	Hope 3 Program Sales	40,631.54	-	1,769.22	57.60	38,919.92
860/410	Child Support IVD Reimb.	159,117.17	1,975.58	-	227.93	161,320.68
864/415	Local Law Enf.Block Grant	48,763.49	24,242.00	351.49	98.90	72,752.90
899/420	Grant Administration	5,917.48	-	-	8.40	5,925.88
960/440	Supervision	1,302,961.04	1,126,387.10	650,699.51	1,454.79	1,780,103.42
255/724	Pkwy Construction/ Pkwy Debt Ser	27,234.31	-	-	38.67	27,272.98
402/855	Workers Comp/Unem/Ins.	1,108,580.02	9,248.32	32,024.14	1,554.02	1,087,358.22
127/205	FBC Surface Water Sup.Corp	7,402.27	-	-	10.51	7,412.78
TREA	FBC Treasurers Account	1,836,339.83	3,905,751.61	4,371,657.63	588.63	1,371,022.44
400/850M	Boon-Chapman Medical	450,949.63	2,500,000.00	1,805,758.40	908.32	1,146,099.55
400/850D	Boon-Chapman Dental	557,451.58	-	100,098.05	386.38	457,739.91
400/850	FBC Employee Benefits	2,541,514.69	3,676,276.26	3,183,829.49	3,044.03	3,037,005.49
400/882	FBC Boon-Chapman 125	104,183.49	29,775.53	19,850.03	88.60	114,197.59
504/884	FBC Fee Officer's Account	2,885,058.87	1,088,974.33	1,614,577.01	1,763.11	2,361,219.30
IHC	FBC Boon-Chapman IHC	622,671.76	802.88	345,641.41	-	277,833.23
AP	FBC Accounts Payable	16,282.22	-	-	12.82	16,295.04
PAY	FBC Payroll Account	11,139.36	-	-	15.81	11,155.17
912	JP Credit Card Processing	4,147.78	72,120.00	64,236.00	8.17	12,039.95
908	EMS Credit Card Processing	426.53	5,222.50	2,790.97	2.34	2,860.40
600/605	FBC Debt Service	4,447,023.51	2,793,935.80	500.00	8,001.59	7,248,460.90
264/726	Oyster Creek	132,211.40	-	-	187.70	132,399.10
265/728	Flood Control	60,677.45	-	100.00	55.03	60,632.48
GAS	FBC Fuel Acct. (Susser)	213.06	105,142.74	105,142.74	5.42	218.48
	Total	47,939,818.49	76,998,697.15	67,924,321.90	55,697.27	57,069,891.01

9a

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

On this the ~~16~~ 24 day of ~~December~~ March ~~2008~~ 2009, 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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: **County Judge** Accounting Unit: **100400100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
IT	65000	$ 26
	TOTAL TRANSFERRED TO:	**$ 26**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Travel	63200	$ 26
	TOTAL TRANSFERRED FROM:	**$ 26**

EXPLANATION: To fund increase in software cost

Department Head: Robert E Hebert Date: 24-Mar-09

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

THE COUNTY OF FORT BEND

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

PV

Form BO1
Revised 10/2005

96

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

On this the **24** day of **March** 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** Accounting Unit: **100550100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	100550100-64500	$ 6,220
	TOTAL TRANSFERRED TO:	**$ 6,220**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	100550100 - 65000	$ 525
Property & Equipment	100550100 - 64000	$ 5,695
	TOTAL TRANSFERRED FROM:	**$ 6,220**

EXPLANATION: Original amount budgeted did not cover the increase from Motorola for the purchase of the MW-810 Mobile Workstation CPU that will be installed in the new PU. The increase is for the required modem.

Department Head: _____ Date: 17-Mar-09

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

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

M

7840 N. Sam Houston Pkwy W.
Houston, Texas 77064
Prepared by: Ben Zotyka
(832)657-5086

2/5/2009

Fort Bend County Const Pct 1

FORT BEND COUNTY CONSTABLE PCT 1
REGIONAL RADIO SUBSCRIBER EQUIPMENT

	Quant	Model	MW-810 Mobile Workstation Description		SZ User Price	Extended
1	1	F5208	MW810 MOBILE WORKSTATION CPU	2995	$ 2,246.25	$ 2,246.25
1a	1	VA00385	COMM & VIDEO I/O EXPANSION BOARD	350	$ 262.50	$ 262.50
1b	1	VA00364	INTEL CORE 2 DUO 1.66GHZ T5500	0	$ -	$ -
1c	1	VA00038	WIN XP PRO. OS MW	250	$ 187.50	$ 187.50
1d	1	VA00367	HARD DRIVE, 80GB W/WIN XP PRO	0	$ -	$ -
1e	1	VA00256	1GB DDR2, SINGLE SLOT, MW810	295	$ 221.25	$ 221.25
1f	1	VA00024	WLAN 802.11A/B/G, 2 CONN, 1 ANT	395	$ 296.25	$ 296.25
1g	1	VA00370	DISP. 12.1" XGA 350NIT TOUCHSCREEN	1695	$ 1,271.25	$ 1,271.25
1h	1	V145	LASSEN IQ GPS RECEIVER	450	$ 337.50	$ 337.50
1i	0	VA00048	PRIVATE DATATAC, 2W, 800MHZ, 1 ANT(CANCELLED)	0	$ -	$ -
	1		TRADE IN VALUE		$ (300.00)	$ (300.00)
1j	1	V591	1.5M(4.9FT) MW810 DISP-CPU CBL,RGB	65	$ 48.75	$ 48.75
1k	1	VA00045	KEYBOARD, BACKLIT, US, MW810	255	$ 191.25	$ 191.25
1l	1	V699AX	TWO (2) YR REPAIR SERVICE ADVANTAGE*	632	$ 632.00	$ 632.00
			EQUIPMENT TOTAL			$ 5,394.50
2	1	F4455	10-15 WATTS TX806-824MHZ, VRM850	2450	$ 1,960.00	$ 1,960.00
3	1	RAF4220A	ADD:3DB GAIN LOW-PROFILE ANTENNA (WHITE)	38	$ 31.16	$ 31.16
4	1	01-80355A35	ADD:ANTENNA GASKET SET	5.8	$ 4.76	$ 4.76
5	1	01-80355A13	ADD:22FT TEFLON COAX WITH MINI-UHF CONN.	23.75	$ 19.48	$ 19.48
			EQUIPMENT TOTAL			$ 2,015.39

NOTE:TRADE VALUE ONLY VALID ON ORDERS RECEIVED BY MARCH 30,2009

TOTAL	$	7,409.89
HGAC FEE(Included)	$	111.15
TAX		EXEMPT
SHIPPING		FREE
TOTAL	**$**	**7,409.89**

M

7840 N. Sam Houston Pkwy W.
Houston, Texas 77064
Prepared by: Ben Zotyka
(832)657-5086

2/5/2009

Fort Bend County Const Pct 1

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1h	1	V145	LASSEN IQ GPS RECEIVER	450	$ 337.50	$ 337.50
1i	0	VA00048	PRIVATE DATATAC, 2W, 800MHZ, 1 ANT(CANCELLED)	0	$ -	$ -
1j	1	V591	1.5M(4.9FT) MW810 DISP-CPU CBL,RGB	65	$ 48.75	$ 48.75
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			EQUIPMENT TOTAL			$ 5,694.50
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3	0	RAF4220A	ADD:3DB GAIN LOW-PROFILE ANTENNA (WHITE)	38	$ 31.16	$ -
4	0	01-80355A35	ADD:ANTENNA GASKET SET	5.8	$ 4.76	$ -
5	0	01-80355A13	ADD:22FT TEFLON COAX WITH MINI-UHF CONN.	23.75	$ 19.48	$ -
			EQUIPMENT TOTAL			$ -

TOTAL	$ 5,694.50
HGAC FEE(Included)	$ 85.42
TAX	EXEMPT
SHIPPING	FREE
TOTAL	**$ 5,694.50**

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

On this the 24 day of **MARCH** 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

9C
AGENDA ITEM

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 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: **TAX** Dept. #: **4991A**

TRANSFER TO:

LINE-ITEM NAME	**LINE-ITEM NUMBER**	**AMOUNT**
INFORMATION TECHNOLOGY	65000	$ 695
	TOTAL TRANSFERRED TO:	**$ 695**

TRANSFER FROM:

LINE-ITEM NAME	**LINE-ITEM NUMBER**	**AMOUNT**
OFFICE SUPPLIES	63500	$ 695
	TOTAL TRANSFERRED FROM:	**$ 695**

EXPLANATION: TOGGLE PC'S AND MOVE TO RANSOM ROAD.

Department Head: KAREN STELL Karen Stell Date: 12-Mar-09

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

THE COUNTY OF FORT BEND

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

RG

Form BO1
Revised 10/2005

10A

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: 03/17/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/24/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 09-~~01~~-02 1 (Pay Estimate No.12) in the amount of $56,400.00 to Kelly Kaluza & Associates, Inc. regarding Professional Engineering and Surveying Services related to West Bellfort Paving and Drainage Project (from Martinez Street to Farm Market 1464), Precincts 3&4. (Fund:Construction in Progress) Lawson P.O.#13705

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):

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

INVOICE

Invoice No. 09-02-021
Term: Net 30 Days

March 12, 2009

Twelfth Billing
Purchase Order # 13705

Jesse Hegemier, P.E.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471

For Professional Engineering and Surveying Services Rendered for the West Bellfort paving project from Martinez Street to Farm Market 1464, Fort Bend County, Texas.

I.	**Preliminary Engineering Phase Services (Budget $118,000.00)**	
	Total Due this Invoice (100% Complete) =	$ 0.00
II.	**Preliminary Surveying Phase Services (Budget $80,000.00)**	
	Total Due this Invoice (100% Complete) =	$ 16,800.00
III.	**Final Design Phase Service (Budget $324,000.00)**	
	Total Due this Invoice (100% Complete) =	$ 32,400.00
IV.	**Bidding and Construction Phase (Budget $48,000.00)**	
	Total Due this Invoice (15% Complete) =	$ 7,200.00
V.	**Geotechnical Investigation (Budget $14,950.00)**	
	Total Due this Invoice (100% Complete) =	$ 0.00
	Total Amount Due =	**$ 56,400.00**

THANK YOU!

OK DHH

Contract Summary (Budget $584,950.00)

First Billing - (Invoice No. 08-03-027) =	$ 44,820.00
Second Billing - (Invoice No. 08-04-023) =	$ 9,520.00
Third Billing - (Invoice No. 08-05-048) =	$ 36,400.00
Fourth Billing - (Invoice No. 08-06-015) =	$ 49,560.00
Fifth Billing - (Invoice No. 08-07-036) =	$ 27,355.00
Sixth Billing - (Invoice No. 08-08-023) =	$ 3,960.00
Seventh Billing - (Invoice No. 08-09-014) =	$ 3,540.00
Eighth Billing - (Invoice No. 08-10-020) =	$ 43,100.00
Ninth Billing - (Invoice No. 08-11-015) =	$ 41,825.50
Tenth Billing - (Invoice No. 08-12-018) =	$ 159,669.50
Eleventh Billing - (Invoice No. 09-01-022) =	$ 66,400.00
Twelfth Billing - (Invoice No. 09-02-021) =	$ 56,400.00
Total Remaining for Completion of Project =	$ 42,400.00

10B

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: 03/09/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/24/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. CB030539-05 in the amount of $816.35 to Carter & Burgess for actual rates regarding Fort Bend County Mobility Projects, Precincts 1,2,3 &4. (PC04300002361)

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Carter=Burgess

Invoice Date: 02/18/09

Invoice No.: CB030539-05

Project No(s).: CB030539
WHXH3500

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

Attn: Jesse Hegemier, P.E.

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

INVOICE

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

Project: Fort Bend County Mobility Projects

Services Rendered through January 30, 2009

Employee Name	Title	Hours	Rate	Total
Program Management				
William Thurber	Project Director	2.00	$224.88	$449.76
Michael Keck	Sr. Engineer	2.00	$135.00	$270.00
	Subtotal Labor	**4.00**		**$719.76**
Gaines Road Environmental Services (WHXH3500)				
Craig Rollins	Sr. Environmental Planner	0.50	$157.90	$78.95
Flo Fruge	Clerical	0.25	$70.57	$17.64
	Subtotal Labor	**0.75**		**$96.59**

INVOICE AMOUNT $816.35

Amount Previous Billed	$1,288,828.81
Current Invoice Amount:	$816.35
Total Invoiced to Date:	$1,289,645.16

CARTER & BURGESS, INC. APPROVAL:

OK DTH

Todd Thurber, P.E.
Project Manager

This statement may not include disbursements and other charges incurred during the period shown but not yet reflected on our accounting records.

Terms: Net 15 days: Please reference invoice # with all payments.
Remit To: Carter & Burgess, Inc., P.O. Box 99350, Fort Worth, TX 76199-0350
ACH Payment: JP Morgan Chase, Texas ABA # 111 000 614, Credit: Carter & Burgess, Account #1881137242

Detail Project Charges

Services Rendered through January 30, 2009

Invoice No.:	**CB030539-05**	Date:	**02/18/2009**
Project Number:	030539.010	Client Name:	**Fort Bend County**
Project Name:	Fort Bend County General Eng.		**Attn: Jesse Hegemier, P.E.**
Project Manager:	Todd Thurber, P.E.		**P.O. Box 1449**
Owning Organization:	1.90.03		**Rosenberg, TX 77471-1449**
Contract Type:	Time + Materials	Phone Number:	281-342-3039 ext. 132

PERF ORG	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE
1.90.03	THURBER, WILLIAM T	01/23/2009	0.50	224.88	112.44
1.90.03	THURBER, WILLIAM T	01/30/2009	1.50	224.88	337.32
			2.00		**449.76**
1.90.03	KECK, MICHAEL	01/09/2009	1.00	135.00	135.00
1.90.03	KECK, MICHAEL	01/16/2009	1.00	135.00	135.00
			2.00		**270.00**
1.90.03	ROLLINS, CRAIG	01/30/2009	0.50	157.90	78.94
			0.50		**78.94**
1.90.03	FRUGE, FLO	01/19/2009	0.25	70.57	17.64
			0.25		**17.64**
	Total for Project Number 030539.010				**$816.34**

10C

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: 03/17/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/24/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 0108166 (Pay Estimate No.9) in the amount of $6,322.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17499

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	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):

PATE ENGINEERS

February 26, 2009
Project No: 057001800
Invoice No: 0108166

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

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road
Professional Services from January 26, 2009 to February 25, 2009

	Amount	% Complete	Amount	Previously Invoiced	This Invoice
Drainage & Culvert Analysis	8,200.00	100.00	8,200.00	7,708.00	492.00
Basic Services	55,000.00	71.00	39,050.00	33,220.00	5,830.00
Control and Topo Survey	30,000.00	100.00	30,000.00	30,000.00	0.00
Deed Research, ROW Resolution	22,000.00	100.00	22,000.00	22,000.00	0.00
Additional Topography	3,000.00	0.00	0.00	0.00	0.00
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ $1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
Total Fee					**6,322.00**

Total this Invoice **$6,322.00**

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

TS

VOD

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AMPRO CONSTRUCTION SERVICES, INC.

Job Location RABB RIDGE ROAD

Dated 03/16/09 Bond No. LLI 2093534 Permit No. 83630

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

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3-24-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fisk
Deputy

(REVISED 5/30/08)

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

AUTHORIZED

BOND NO LLI 2093534

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, AMPRO Construction Services Inc. **whose address is** 19901 Southwest Frwy Sugarland **Texas, hereinafter called the Principal, and** Old Republic Surety Company **, a Corporation existing under and by virtue of the laws of the State of** Wisconsin **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** 7610 Stemmons Frwy, Dallas **, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** Texas **and whose address is** 7610 Stemmons Frwy, Dallas, TX**, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** Five Thousand and No/100 **Dollars ($** 5,000.00 **) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

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

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

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

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

EXECUTED this 12th **day of** March **, 20**09 **.**

AMPRO Construction Services Inc.
PRINCIPAL

BY

Old Republic Surety Company
SURETY

BY Andrea M. Penaloza, Attorney-in-Fact

AS PER ORIGINAL

OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

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

WES WEATHERRED, MICHAEL HOTCHKISS, ANDREA M. PENALOZA, MONICA ENGLISH, TYE H. JUSTICE, DAPHNE B. CLARK, OF HOUSTON, TX

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

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS ($2,000,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of JANUARY, 2009.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of JANUARY, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

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

89-4417

Signed and sealed at the City of Brookfield, WI this 12th day of March, 2009.

HOTCHKISS INSURANCE AGENCY, LLC

Assistant Secretary

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

PO Box 569480
Dallas, TX 75356-9480

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

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

PO Box 569480
Dallas, TX 75356-9480

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

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection(@tdi.state.tx.us

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

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

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083630

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

X (1) Complete Application Form.

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

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

- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. LLI 2093534
  Amount $5,000.00
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 03/16/2009
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 836030 (County Use Only)

Applicant Name AMPRO CONSTRUCTION SERVICES, INC.
Applicant Mailing Address 19901 Southwest Fwy.
City Sugar Land State Texas Zip 77479
Work Phone 281.207.5433 Daytime Phone 832.309.2091
Property Owner's Name Dr. Rodney Anderson DVM Phone 281.342.7770
Property Owner's Mailing Address 401 Crabb River Rd.
City Richmond State Texas Zip 77469

LOCATION OF PROPERTY

Subdivision Robbs Ridge Sec _____ Lot _____ Blk _____
Physical Address 401 Crabb River Rd., Richmond, TX 77469

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section ✓
Culvert Only _____

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 2
(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes (✓)** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

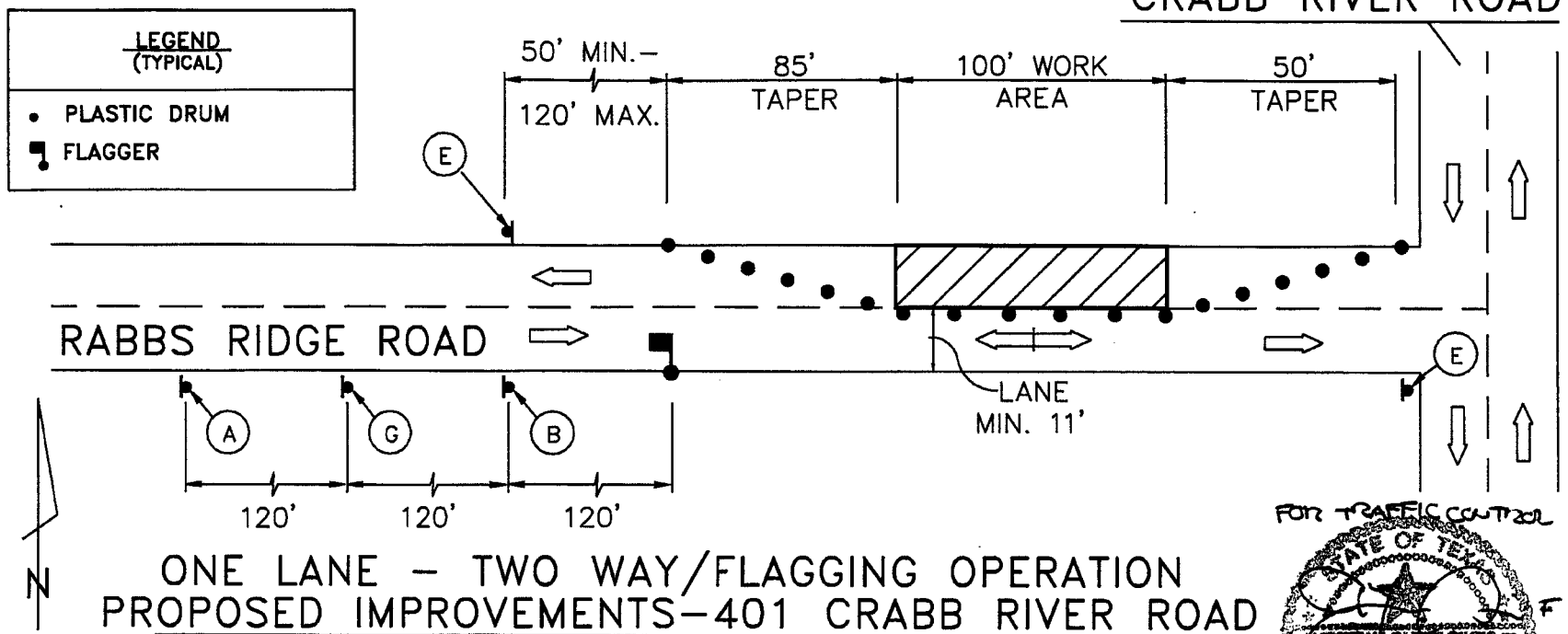
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

_____ 3/11/09
Signature of Applicant, Agent or Attorney **Date**

Rodney C. Anderson
Printed Name



ONE LANE – TWO WAY/FLAGGING OPERATION
PROPOSED IMPROVEMENTS–401 CRABB RIVER ROAD

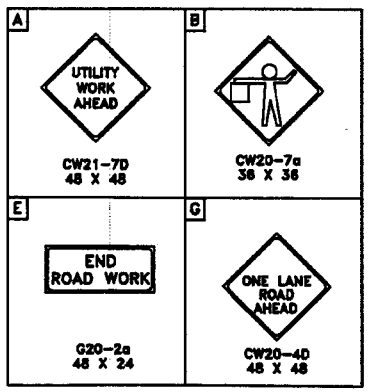
n.t.s.

(DAY TIME WORKING HOURS ONLY)

FOR TRAFFIC CONTROL

STATE OF TEXAS
ANDREW LONNIE SIKES II
82084
REGISTERED
PROFESSIONAL ENGINEER
03/10/09

1. Contractor shall provide and install traffic control devices in conformance with part VI of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD, most recent edition with revisions) during construction.
2. Contractor will be responsible for replacing and maintaining pavement markings which include centerline, barrier lines, lane lines and raised pavement markings.
3. This traffic control plan represents the minimum required by traffic conditions in the field. Contractor to maintain access to adjacent properties at all times.
4. Provide flagger when construction activity occurs during peak local traffic hours.
5. Contractor shall cover open pavement excavations with anchored steel plates during non–working hours, and open lanes for normal traffic flow – no major pavement excavation is anticipated.
6. If the contractor chooses to use a different method of "Traffic Control Plans" during the construction than what is outlined in the contract drawings, they shall be responsible to prepare and submit an alternate set of plans to the County Engineer for approval prior to implementation.
7. Approved copies of Traffic Control Plans and lane closure permits shall be available for inspection at job site at all times.
8. Lanes shall be kept closed during pavement surface restoration and opened only after pavement is restored completely – it is anticipated that very limited pavement repairs will be required.
9. Fort Bend County requires driveway connections to be completed within a 48 hour time period – coordinate schedule for placement and removal of traffic controls with Fort Bend County inspector.



10 E

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of C. E. BARKER,LTD.

Job Location SPRING GREEN BOULEVARD

Dated 03/16/09 Bond No. 6622386 Permit No. 83631

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

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3-24-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiebig
Deputy

(REVISED 5/30/08)

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

AUTHORIZED

BOND NO 6622386

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, C.E. BARKER, LTD. BY: C.E. BARKER MANAGEMENT, LLC **whose address is** P.O. Box 1596, Montgomery, Texas **hereinafter called the Principal, and** SAFECO INSURANCE COMPANY OF AMERICA**, a Corporation existing under and by virtue of the laws of the State of** WA **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** SEATTLE, WASHINGTON**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** * **and whose address is** 750 N. St. Paul St., #2900, Dallas, TX 75201 **hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** TWENTY THOUSAND & NO/100-- **Dollars ($**20,000.**) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.** *Beatrice Casarez, C T Corporation System

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

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

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

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

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

EXECUTED this 10th **day of** March**,** 20 09**.**

C.E. BARKER, LTD.
BY: C.E. BARKER MANAGEMENT, LLC
PRINCIPAL

BY _____

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

SAFECO INSURANCE COMPANY OF AMERICA
SURETY

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

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Safeco

POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9197

KNOW ALL BY THESE PRESENTS:

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

**********C. W. ADAMS; HARLAN J. BERGER; SHARON CAVANAUGH; MICHAEL COLE; CHERYL R. COLSON; ANDREW J. JANDA; SUE KOHLER; JO ANN PARKER; LELAND L. RAUCH; DONALD E. WOODARD, JR.; Houston, Texas**********

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

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

this 20th day of January, 2009.

Dexter R. Legg

Dexter R. Legg, Secretary

T A Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

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

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

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

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

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

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

this 10th day of March, 2009.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**	**AVISO IMPORTANTE**
To obtain information or make a complaint:	Para obtener información o para someter una queja:
2 You may contact Home Office Surety at 1-206-473-3799	Usted puede contactar a servicio de la oficina principal de Safeco Surety al: 1-206-473-3799
3 You may call (company)'s toll-free telephone number for information or to make a complaint at:	Usted puede llamar al número de teléfono gratis de (company)'s para información o para someter una queja al:
(800) 472-5357 Surety Option #7	**(800) 472-5357 Surety Opción De #7**
4 You may also write to Safeco Insurance Company at: Safeco Plaza Seattle, WA 98185	Usted también puede escribir a Safeco Insurance Company Safeco Plaza Seattle, WA 98185
5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:	Puede comunicarse con el Departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
(800) 252-3439	**(800) 252-3439**
6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us	Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us
7 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
8 **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.	**UNA ESTE AVISO A SU POLIZA:** Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

S-6128/SA 7/07

XDP

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083631

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

__X__ (1) Complete Application Form.

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

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

- _____ Perpetual bond currently posted.
  - No. _____
  - Amount _____
- __X__ Performance bond submitted.
  - No. 6622386
  - Amount $20,000.00
- _____ Cashier's Check.
  - No. _____
  - Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 03/16/2009
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

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

APPLICANT'S JOB NO. 90002

PERMIT No. 83631 PCT. No. 3

BOND No. 6622386

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
SPRING GREEN BLVD	20' SOUTH ROPSNER	PINE MILL RANCH	1675'

General Description

12" WATERLINE ALONG SPRING GREEN BLVD FROM ROPSNER TO PINE MILL RANCH

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME C E BARKER, LTD.
AGENT and/or OWNER

(Signature)

NAME & TITLE JAIME SCHWARZ PROJECT MGR.
(Please Print)

DATE 3-11-09

ADDRESS PO BOX 1596
(Street/P.O. Box)

MONTGOMERY TX 77356
City State Zip

TELEPHONE NO: 281-752-3677
(accessible 24 hrs/day, 7 days/week)

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes ( )

No ( )

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of PASKEY INCORPORATED

Job Location FARMER ROAD

Dated 03/17/09 Bond No. ASB-510045 Permit No. 83632 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Patterson , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 324 09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fish
Deputy

(REVISED 5/30/08)

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

BOND NO ASB-510045

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Paskey Incorporated **whose address is** P.O. Box 5724, Pasadena, Texas 77508 **,Texas, hereinafter called the Principal, and** American Safety Casualty Insurance Company **, a Corporation existing under and by virtue of the laws of the State of** Oklahoma **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** 100 Galleria Pkwy., S.E., #700, Atlanta, GA 30339 **, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** Steve James **and whose address is** 100 Galleria Pkwy., S.E., #700, Atlanta, GA 30339 **, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** Five Thousand and No/100 **Dollars ($** 5,000.00 **) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

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

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

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

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

EXECUTED this 9th **day of** March **, 20** 09 **.**

Paskey Incorporated
PRINCIPAL

BY

American Safety Casualty Insurance Company
SURETY

BY Mary M. Rifaat, Attorney-in-Fact

AS RECORDED ORIGINAL

NUMBER

ASB- 510045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

BRUCE C. DEHART, EDWARD L. MOORE, DAVID R. GROPPELL, MARY M. RIFAAT, BEVERLY A. IRELAND, ROXANNE G. HEBERT, SHAREN GROPPELL OF SPRING TEXAS

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

THREE MILLION($3,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:
(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

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

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

Randolph L. Hutto, Secretary

Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB }ss.

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia. Dated the 9th day of March , 2009

Randolph L. Hutto, Secretary

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at 281-651-0002.

3. You may call American Safety Casualty Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-388-3647

4. You may also write to American Safety Casualty Insurance Company at:

100 Galleria Parkway, Suite 700
Atlanta, GA 30339

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

1-800-252-3439

6. You may write the Texas Department of Insurance:

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

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente al 281-651-0002.

Usted puede llamar al numero de telefono gratis de American Safety Casualty Insurance Company's para informacion o para someter una queja al:

1-800-388-3647

Usted tambien puede escribir a American Safety Casualty Insurance Company al:

100 Galleria Parkway, Suite 700
Atlanta, GA 30339

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

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

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083632

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

X (1) Complete Application Form.

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

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

- ____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. ASB-510045
  Amount $5,000.00
- ____ Cashier's Check.
  No. _____
  Amount _____

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

Steven L Evans — Precinct Engineer Acknowledgment — 3/17/09 Date

_____ Precinct Commissioner Acknowledgment — _____ Date

____ (4) _____
Drainage District Approval when applicable

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

Johnny Ortega — Johnny Ortega CFM/ Permit Administrator — 03/17/2009 Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83632 (County Use Only)

Applicant Name Paskey Incorporated

Applicant Mailing Address P.O. Box 5724.

City Pasadena State Texas Zip 77508

Work Phone 281 941-9321 Daytime Phone Cell 281 808 0988 FAX 281 842 9021

Property Owner's Name Pecan Grove MUD Phone 281-342-7913

Property Owner's Mailing Address 2223 Leisure Ln.

City Richmond State Texas Zip 77406

LOCATION OF PROPERTY

Subdivision Pecan Grove Sec ____ Lot ____ Blk ____

Physical Address 3000 Plantation Dr. Richmond TX 77406

(ATTACH A SITE MAP) See Attached

SITE USE

Driveway Curb & Gutter Section ____ Driveway - Open Ditch Section ____

Culvert Only ✓ 40' Temp for construction entrance

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives ____

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes ( )** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

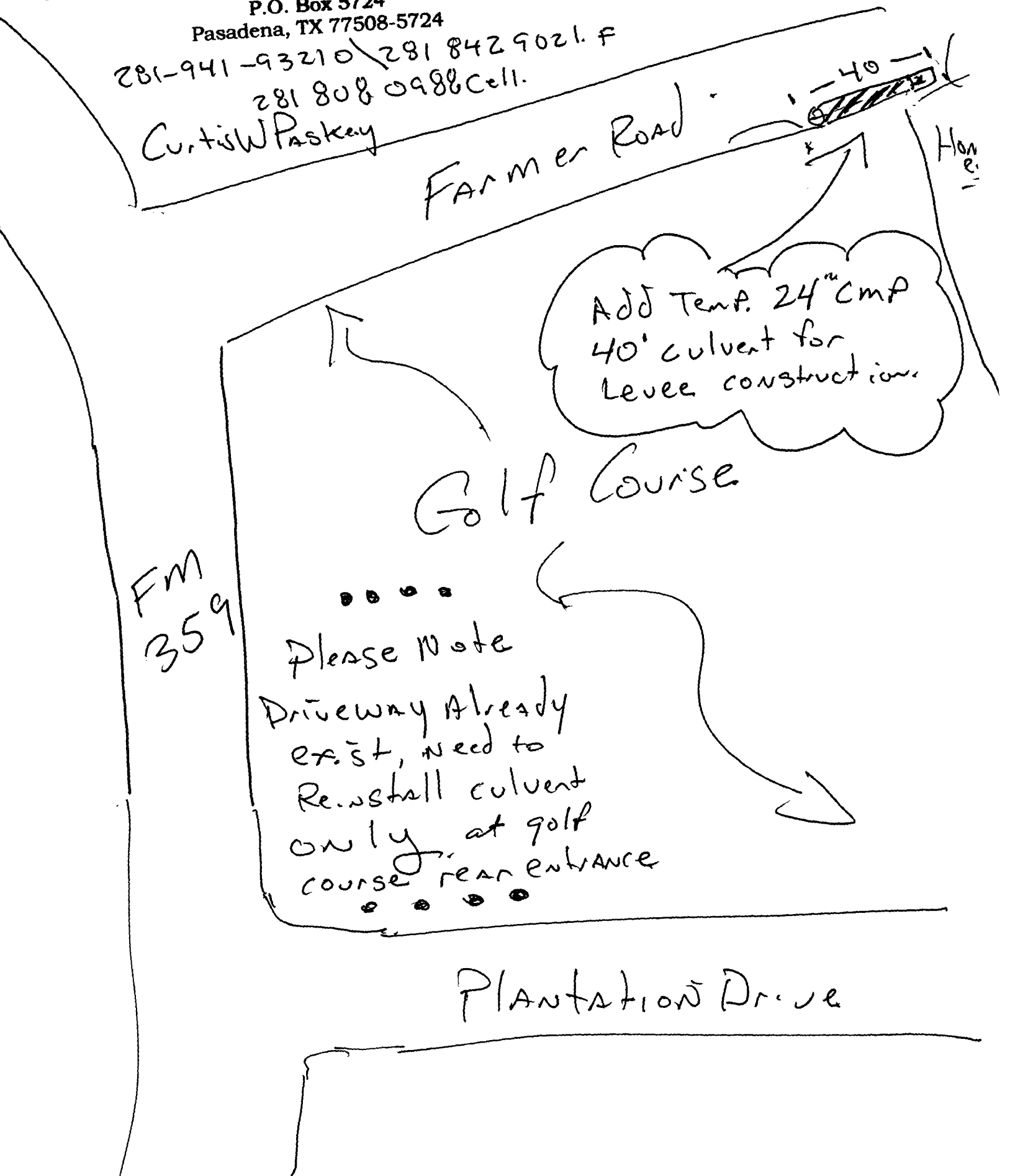
- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Signature of Applicant, Agent or Attorney **Date** 3-10-09

Curtis W. Paskey
Printed Name

3-10-09

Paskey Incorporated
P.O. Box 5724
Pasadena, TX 77508-5724
281-941-9321 / 281 842 9021. F
281 808 0988 Cell.
Curtis W Paskey



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: March 18, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 08-00900007, in the amount of $281,276.00, from Bass Construction for Construction Services provided for the Gus George Academy.

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-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.**

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

FM 90175

AIA® Document G702™ – 1992

PO # 20807 R # 55135

Application and Certificate for Payment

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	Gus George Training Academy 1521 Ransom Rd. Richmond, Texas	APPLICATION NO: 08-00900007 PERIOD TO: 2/28/2009 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 08-009 / /	Distribution to: OWNER ☐ X ARCHITECT ☐ X CONTRACTOR ☐ X FIELD ☐ X OTHER ☐ X
FROM CONTRACTOR:	Bass Construction Co., Inc 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:	MAR 05 2009		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	5,941,061.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	5,941,061.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,414,072.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$	70,703.60
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	70,703.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	1,343,368.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,062,092.40
8. CURRENT PAYMENT DUE	$	281,276.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	4,597,692.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction Co., Inc.

By: Russell [illegible] Date: 3/4/09

State of: Texas
County of: Fort Bend

Subscribed and sworn to before me this 4th day of March, 2009

Notary Public: Margie Barker

My Commission expires:

MARGIE BARKER
My Commission Expires
June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00900007
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-009

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond	80,918.00	80,918.00			80,918.00	100.00		4,045.90
01-075	Insurances	74,641.00	74,641.00			74,641.00	100.00		3,732.05
01-150	Engineering/Arch/Surveying	298,532.00	298,532.00			298,532.00	100.00		14,926.60
01-200	Rentals & Temporaries	7,602.00	1,520.00	380.00		1,900.00	24.99	5,702.00	95.00
01-250	Housekeeping	11,024.00	551.00	1,102.00		1,653.00	14.99	9,371.00	82.65
01-300	Supervision/Travel/Proj. Mgmt.	72,169.00	18,042.00	7,217.00		25,259.00	35.00	46,910.00	1,262.95
01-350	Project Closeout	3,539.00						3,539.00	
01-400	Layout & Misc. Expenses	4,003.00	3,202.00	200.00		3,402.00	84.99	601.00	170.10
01-450	Bldg. Permit Allowance	12,660.00	10,743.00			10,743.00	84.86	1,917.00	537.15
01-475	Owner Contingency Allowance	100,000.00						100,000.00	
01-500	Profit & Overhead	314,808.00	35,833.00	12,238.00		48,071.00	15.27	266,737.00	2,403.55
02-000	SITEWORK								
02-150	Earthwork	152,082.00	144,479.00			144,479.00	95.00	7,603.00	7,223.95
02-250	Underground Utilities	72,003.00	72,003.00			72,003.00	100.00		3,600.15
02-300	Erosion Control	6,052.00	6,052.00			6,052.00	100.00		302.60
02-550	HC Signs & Striping	3,900.00						3,900.00	
02-600	Landscaping/Irrigation	27,500.00						27,500.00	
03-000	CONCRETE								
03-200	Foundation M&L	474,010.00	213,304.00	165,904.00		379,208.00	80.00	94,802.00	18,960.40
04-000	MASONRY								
04-050	Masonry - M&L	302,252.00		15,113.00		15,113.00	5.00	287,139.00	755.65
05-000	METALS								
05-050	Structural Steel Materials	330,000.00						330,000.00	
05-100	Steel Erection	90,300.00						90,300.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00900007
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-009

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
05-150	Trusses - M	86,218.00						86,218.00	
05-200	Trusses - L	30,643.00						30,643.00	
05-250	Metal Deck Erection	30,000.00						30,000.00	
05-300	Safety Rail	5,000.00						5,000.00	
06-000	WOODS & PLASTICS								
06-050	Rough Materials & Labor	47,781.00						47,781.00	
06-100	FRP	2,000.00						2,000.00	
06-150	Casework	45,290.00						45,290.00	
07-000	WATERPROOFING								
07-100	Roofing - Slope Metal - M&L	181,700.00						181,700.00	
07-150	Roofing-Flat Bituminous - M&L	137,090.00						137,090.00	
07-200	Dampproof/Wtrproof/Caulk-M&	45,760.00						45,760.00	
08-000	DOORS & WINDOWS								
08-050	Doors/Frames/Hdwre	111,130.00						111,130.00	
08-200	Glass & Glazing	239,436.00						239,436.00	
08-250	Door & Hardware Labor	11,000.00						11,000.00	
08-275	Overhead Doors	1,282.00						1,282.00	
09-000	FINISHES								
09-050	Metal Stud/Drywall/Insulation	398,032.00	59,705.00	19,902.00		79,607.00	20.00	318,425.00	3,980.35
09-100	Acoustical Ceilings	64,709.00						64,709.00	
09-150	Plaster	38,700.00						38,700.00	
09-200	Resilient Flooring	11,432.00						11,432.00	
09-250	Painting	62,150.00						62,150.00	
09-300	Ceramic Tile	120,200.00						120,200.00	
09-350	Carpet/Carpet Tiles/Base	54,103.00						54,103.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00900007
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-009

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
09-400	Sealed Concrete	6,414.00						6,414.00	
10-000	SPECIALTIES								
10-050	Toilet & Shower Partitions	17,163.00						17,163.00	
10-100	Interior Signage	4,000.00						4,000.00	
10-150	Fire Extinguishers	1,131.00						1,131.00	
10-200	Toilet Accessories	6,950.00						6,950.00	
10-250	Visual Display Boards	4,745.00						4,745.00	
10-300	Lockers & Benches	26,386.00						26,386.00	
10-400	Proj. Screen Allowance	3,596.00						3,596.00	
11-000	EQUIPMENT								
11-050	Appliances	995.00						995.00	
12-000	FURNISHINGS								
12-050	Window Treatments	7,511.00						7,511.00	
14-000	CONVEYING SYSTEMS								
14-050	Elevators	95,890.00		23,972.00		23,972.00	25.00	71,918.00	1,198.60
15-000	MECHANICAL								
15-050	Plumbing - M&L	210,983.00	31,647.00			31,647.00	15.00	179,336.00	1,582.35
15-100	HVAC - M&L	487,400.00						487,400.00	
15-150	Sprinkler System - M&L	95,100.00	4,755.00	19,020.00		23,775.00	25.00	71,325.00	1,188.75
16-000	ELECTRICAL								
16-050	Electrical - M&L	620,650.00	62,065.00	31,032.00		93,097.00	15.00	527,553.00	4,654.85
16-100	Fire Alarm System - M&L	32,753.00						32,753.00	
16-150	Security System - M&L	114,693.00						114,693.00	
16-200	CCTV System - M&L	43,050.00						43,050.00	
	Totals	5,941,061.00	1,117,992.00	296,080.00		1,414,072.00	23.80	4,526,989.00	70,703.60

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FPR90175

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Pavlik Construction Services**
Address: **P.O. Box 917**
Wallis, TX 77485

FOR AN IN CONSIDERATION OF: **$15,800.15**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No.: 985, 986, 989

MAR 0 5 2009

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 13th day of February, 2009

BY: Melissa Dean

TITLE: Office Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This 13th day of February, 2009, Melissa Dean being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires:

FM 9875

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Rebar Supply Company**
Address: **7834 Fairview**
Houston, TX 77041

FOR AN IN CONSIDERATION OF: **$43,340.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No.: 37151-03

MAR 05 2009

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 18th day of February, 2009

BY: Teresa Wharton

TITLE: President

STATE OF: Texas

COUNTY OF: Harris

This 18th day of February, 2009, Teresa Wharton being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Erin Hunt
Notary Public

My Commission Expires: 9/5/12

ERIN KELLER HUNT
Notary Public, State of Texas
My Commission Expires
September 05, 2012

FM90175

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Allied Concrete Materials**
Address: **P.O. Box 80**
Thompsons, TX 77481

FOR AN IN CONSIDERATION OF: **$54,991.29**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No.: 389659

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

MAR 2009

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

18TH day of FEBRUARY, 2009

BY: CREDIT MANAGER

TITLE:

STATE OF: Texas

COUNTY OF: FT BEND

This 18TH day of FEBRUARY, 2009, MARK WALDENMAIER being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Belinda Macik
Notary Public

BELINDA F. MACIK
Notary Public, State of Texas
My Commission Expires
February 21, 2010

My Commission Expires:

FM9015

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Allied Concrete Pumping**
Address: **P.O. Box 80**
Thompsons, TX 77481

FOR AN IN CONSIDERATION OF: **$3,249.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

MAR 5 2009

As per Invoice No.: 389840

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

18TH day of FEBRUARY, 2009

BY: CREDIT MANAGER

TITLE:

STATE OF: Texas

COUNTY OF: FT BEND

This 18TH day of FEBRUARY, 2009, MARK WALDENMAIER being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Belinda Macik
Notary Public

BELINDA F. MACIK
Notary Public, State of Texas
My Commission Expires
February 24, 2010

My Commission Expires: 2/24/10

PM6679

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **First Materials & Technology**
Address: **P.O. Box 831**
Cameron, TX 76250-0831

FOR AN IN CONSIDERATION OF: **$23,361.98**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No.: 14401, 14402

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

17TH day of FEBRUARY, 2009

BY: Shirley Miller-Lee

TITLE: PRESIDENT

STATE OF: Texas

COUNTY OF: MILAM

This 17TH day of FEBRUARY, 2009, SHIRLEY MILLER-LEE being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

My Commission Expires: 12-04-2011

PARC0917

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Allied Concrete**
Address: **P.O. Box 80**
Thompsons, TX 77481

FOR AN IN CONSIDERATION OF: **$12,936.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No.: 387845, 387909, 388458, 388525

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

MAR 0 5 2009

Gus George Training Academy
1521 Ransom Rd.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

9th day of FEBRUARY, 2009

BY: _____

TITLE: CREDIT MANAGER

STATE OF: Texas

COUNTY OF: Ft. Bend

This 9th day of FEBRUARY, 2009, MARK WALDENMAIER being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Belinda Marsh
Notary Public

BELINDA F. MARSH
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
February 21, 2010

My Commission Expires: _____

FM-01075

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$281,276.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

MAR 9 5 2009

As per invoice number (s): **08-00900007**

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

Gus George Training Academy
1521 Ransom Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of **March, 2009**

BY: Russell McCowen

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **4thd** day of **March, 2009** **Russell McCowen**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

NOTARY PUBLIC STATE OF TEXAS
MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires: 6/17/2012

11 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: March 18, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice #'s: 10024366R, 10025426, and 10025427, in an amount not to exceed $547,884.00, from PGAL, for Professional Services rendered for the Justice Center

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 100687888 **Account Number:**
Activity (If Applicable): P687-08JCOMPLEX

DESCRIPTION OF LAWSON ACCOUNT: Fort Bend Justice 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.

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

AS PER ORIGINAL

PM90193

PGAL

OK to pay
3-17-09

MAR 1 6 2009

March 2, 2009
Project No: R0207061.02
Invoice No: 10024366R

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

PO# 11563
R # 55076

Project R0207061.02 Ft Bend Co Judicial Complex - Phase 2

Purchase Order No.: 11563

Professional Services from November 1, 2008 to November 30, 2008 Oct 1 → Oct. 31

Phase 00 Ft Bend Co Judicial Complex - Phase 2

Total this Phase **$0.00**

Phase 100 Main Building

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	1,646,400.00	70.00	1,152,480.00	987,840.00	164,640.00
Bid	219,520.00	0.00	0.00	0.00	0.00
Construction Administration	878,080.00	0.00	0.00	0.00	0.00
Total Fee	2,744,000.00		1,152,480.00	987,840.00	164,640.00
	Total Fee			**164,640.00**	

Total this Phase **$164,640.00**

Phase 200 Parking Garage

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	144,000.00	70.00	100,800.00	86,400.00	14,400.00
Bids	19,200.00	0.00	0.00	0.00	0.00
Construction Administration	76,800.00	0.00	0.00	0.00	0.00

Pierce Goodwin Alexander & Linville
Houston | Austin | Dallas | Fort Lauderdale | Las Vegas | Los Angeles | Phoenix

Total Fee	240,000.00		100,800.00	86,400.00	14,400.00

Total Fee **14,400.00**

Total this Phase **$14,400.00**

Phase 300 Tunnel

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	132,000.00	70.00	92,400.00	79,200.00	13,200.00
Bid	17,600.00	0.00	0.00	0.00	0.00
Construction Administration	70,400.00	0.00	0.00	0.00	0.00
Total Fee	220,000.00		92,400.00	79,200.00	13,200.00

Total Fee **13,200.00**

Total this Phase **$13,200.00**

Phase 400 FF&E

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	240,000.00	0.00	0.00	0.00	0.00
Bid	32,000.00	0.00	0.00	0.00	0.00
Construction Administration	128,000.00	0.00	0.00	0.00	0.00
Total Fee	400,000.00		0.00	0.00	0.00

Total Fee **0.00**

Total this Phase **$0.00**

Retainage

Current Retainage	9,612.00 (5.00% of 192,240.00)	**-9,612.00**
Retainage-To-Date	9,612.00	

Total this Invoice **$182,628.00**

March 2, 2009
Project No: R0207061.02
Invoice No: 10024366R

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

Project R0207061.02 Ft Bend Co Judicial Complex - Phase 2

Purchase Order No.: 11563

Professional Services from October 1, 2009 thru October 31, 2009

Phase 00 Ft Bend Co Judicial Complex - Phase 2

Total this Phase **$0.00**

Phase 100 Main Building

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	1,646,400.00	70.00	1,152,480.00	987,840.00	164,640.00
Bid	219,520.00	0.00	0.00	0.00	0.00
Construction Administration	878,080.00	0.00	0.00	0.00	0.00
Total Fee	2,744,000.00		1,152,480.00	987,840.00	164,640.00
	Total Fee			**164,640.00**	

Total this Phase **$164,640.00**

Phase 200 Parking Garage

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	144,000.00	70.00	100,800.00	86,400.00	14,400.00
Bids	19,200.00	0.00	0.00	0.00	0.00
Construction Administration	76,800.00	0.00	0.00	0.00	0.00

Total Fee	240,000.00		100,800.00	86,400.00	14,400.00
		Total Fee			**14,400.00**

Total this Phase **$14,400.00**

Phase 300 Tunnel

Fee

Billing Phase	**Fee**	**Percent Complete**	**Earned**	**Previous Fee Billing**	**Current Fee Billing**
Construction Documents	132,000.00	70.00	92,400.00	79,200.00	13,200.00
Bid	17,600.00	0.00	0.00	0.00	0.00
Construction Administration	70,400.00	0.00	0.00	0.00	0.00
Total Fee	220,000.00		92,400.00	79,200.00	13,200.00
		Total Fee			**13,200.00**

Total this Phase **$13,200.00**

Phase 400 FF&E

Fee

Billing Phase	**Fee**	**Percent Complete**	**Earned**	**Previous Fee Billing**	**Current Fee Billing**
Construction Documents	240,000.00	0.00	0.00	0.00	0.00
Bid	32,000.00	0.00	0.00	0.00	0.00
Construction Administration	128,000.00	0.00	0.00	0.00	0.00
Total Fee	400,000.00		0.00	0.00	0.00
		Total Fee			**0.00**

Total this Phase **$0.00**

Retainage

Current Retainage	9,612.00 (5.00% of 192,240.00)	**-9,612.00**
Retainage-To-Date	9,612.00	

Total this Invoice **$182,628.00**

AS PER ORIGINAL

FM 901941

PGAL

Okay for payment
3-17-09

March 2, 2009
Project No: R0207061.02
Invoice No: 10025426

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

MAR 10 2009

PO# 11563
R# 55077

Project R0207061.02 Ft Bend Co Judicial Complex - Phase 2

Purchase Order No.: 11563

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

Phase 00 Ft Bend Co Judicial Complex - Phase 2

Total this Phase **$0.00**

Phase 100 Main Building

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	1,646,400.00	80.00	1,317,120.00	1,152,480.00	164,640.00
Bid	219,520.00	0.00	0.00	0.00	0.00
Construction Administration	878,080.00	0.00	0.00	0.00	0.00
Total Fee	2,744,000.00		1,317,120.00	1,152,480.00	164,640.00
	Total Fee				**164,640.00**

Total this Phase **$164,640.00**

Phase 200 Parking Garage

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	144,000.00	80.00	115,200.00	100,800.00	14,400.00
Bids	19,200.00	0.00	0.00	0.00	0.00
Construction Administration	76,800.00	0.00	0.00	0.00	0.00

Pierce Goodwin Alexander & Linville
Houston | Austin | Boca Raton | Boston | Dallas | Fort Lauderdale | Las Vegas | Los Angeles | Phoenix

Project	R0207061.02	Ft Bend Co Judicial Complex - Phase 2	Invoice 10025426		
Total Fee		240,000.00	115,200.00	100,800.00	14,400.00
		Total Fee			**14,400.00**
			Total this Phase		**$14,400.00**

Phase 300 Tunnel

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	132,000.00	80.00	105,600.00	92,400.00	13,200.00
Bid	17,600.00	0.00	0.00	0.00	0.00
Construction Administration	70,400.00	0.00	0.00	0.00	0.00
Total Fee	220,000.00		105,600.00	92,400.00	13,200.00
	Total Fee				**13,200.00**
			Total this Phase		**$13,200.00**

Phase 400 FF&E

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	240,000.00	0.00	0.00	0.00	0.00
Bid	32,000.00	0.00	0.00	0.00	0.00
Construction Administration	128,000.00	0.00	0.00	0.00	0.00
Total Fee	400,000.00		0.00	0.00	0.00
	Total Fee				**0.00**
			Total this Phase		**$0.00**

Retainage

Current Retainage	9,612.00 (5.00% of 192,240.00)	**-9,612.00**
Retainage-To-Date	9,612.00	
	Total this Invoice	**$182,628.00**

AS PER ORIGINAL

FM90F92

OK to pay
3-27-09

PGAL

RECEIVED
MAR 10 2009

March 2, 2009
Project No: R0207061.02
Invoice No: 10025427

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

PO# 11563
R # 55078

Project R0207061.02 Ft Bend Co Judicial Complex - Phase 2
Purchase Order No.: 11563

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

Phase 00 Ft Bend Co Judicial Complex - Phase 2

Total this Phase **$0.00**

Phase 100 Main Building

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	1,646,400.00	90.00	1,481,760.00	1,317,120.00	164,640.00
Bid	219,520.00	0.00	0.00	0.00	0.00
Construction Administration	878,080.00	0.00	0.00	0.00	0.00
Total Fee	2,744,000.00		1,481,760.00	1,317,120.00	164,640.00
	Total Fee				**164,640.00**

Total this Phase **$164,640.00**

Phase 200 Parking Garage

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	144,000.00	90.00	129,600.00	115,200.00	14,400.00
Bids	19,200.00	0.00	0.00	0.00	0.00
Construction Administration	76,800.00	0.00	0.00	0.00	0.00

Pierce Goodwin Alexander & Linville
Houston | Los Angeles | Phoenix
Austin | Baton Rouge | Biloxi | Dallas | Fort Lauderdale

Total Fee	240,000.00		129,600.00	115,200.00	14,400.00

Total Fee **14,400.00**

Total this Phase **$14,400.00**

Phase 300 Tunnel

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	132,000.00	90.00	118,800.00	105,600.00	13,200.00
Bid	17,600.00	0.00	0.00	0.00	0.00
Construction Administration	70,400.00	0.00	0.00	0.00	0.00
Total Fee	220,000.00		118,800.00	105,600.00	13,200.00

Total Fee **13,200.00**

Total this Phase **$13,200.00**

Phase 400 FF&E

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Documents	240,000.00	0.00	0.00	0.00	0.00
Bid	32,000.00	0.00	0.00	0.00	0.00
Construction Administration	128,000.00	0.00	0.00	0.00	0.00
Total Fee	400,000.00		0.00	0.00	0.00

Total Fee **0.00**

Total this Phase **$0.00**

Retainage

Current Retainage	9,612.00	(5.00% of 192,240.00)	**-9,612.00**
Prior Retainage	19,224.00		
Retainage-To-Date	28,836.00		

Total this Invoice **$182,628.00**

11C

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

Date Submitted: March 18, 2009
Court Agenda Date: March 24, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 088798 in the amount of $29,980.13, from Rosser International Inc. for the Jail Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

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

AS PER ORIGINAL

FM 90148
OK to pay
3-17-9

ROSSER

ROSSER JUSTICE SYSTEMS
A division of Rosser International, Inc.

INVOICE

Fort Bend County
Facilities Management and Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77469

PO # PC0472834
R # 55075

Invoice Number 088798

INVOICE DATE Jan-30-09

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 1/01/2009-1/30/2009

Service	Fee	Percent Complete	Total Fee Earned	Previously Invoiced	Current Fee Due	Current Total
Basic Service not to exceed	3,645,000.00					
Schematic Design (15%)	546,750.00	100.00%	546,750.00	546,750.00		
Design Development (25%)	911,250.00	100.00%	911,250.00	911,250.00		
Construction Documents (35%)	1,275,750.00	99.66%	1,271,412.45	1,271,412.45		
Construction Administration (25%)	911,250.00	83.19%	758,068.88	728,088.75	29,980.13	
Construction Administration Invoice Correction		-4.32%	-39,375.00	-39,375.00		
		78.87%	718,693.88	688,713.75		
(Must add CA correction line to regular CA to get correct percentage)						
Total Fees	3,645,000.00	94.60%	3,448,106.33	3,418,126.20	29,980.13	29,980.13
Reimbursable Expenses NTE $39,000.00						
Travel / Meals						
Reproduction / Photography						
Phone / Fax						
Courier / Postage						
Other						
Total Reimbursables						

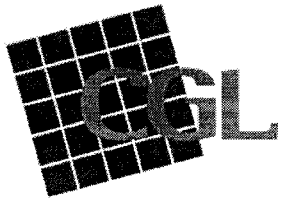
TOTAL DUE THIS INVOICE **$29,980.13**

Submitted by: Scott Emerson Project Manager

FEB 4 2009

Rosser International
Attn: Accounts Receivable
524 West Peachtree Street NW
Atlanta, GA 30308-3512

Please remit payment to: Rosser International, Inc. • PO Box
TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJECT T
Direct any questions about this invoice to: 524 West Peachtree Street •



Carter Goble Lee

Project Execution Report for Progress Payments

Date: 10 March, 2009
Contractor: Rosser International, Inc.
Contract: Rosser Project #7026.00
Job Name: Fort Bend County Jail Expansion
Progress Payment: 027
Percent Complete: Schematic (15%) 100 % Design Development (25%) 100 %
Construction Documents (35%) 99.66 % Construction Administration (25%) 78.87 %
Services Provided: Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):	USD	3,645,000.00
Additional Services	USD	121,455.00
Amount of Contract with Additional Services Added	USD	3,766,455.00
Amount of Invoice #1 (088459)	USD	328,050.00
Amount of Invoice #2 (088470)	USD	207,765.00
Amount of Invoice #3 (088490)	USD	238,747.50
Amount of Invoice #4 (088498)	USD	252,199.50
Amount of Invoice #5 (088524)	USD	407,545.50
Amount of Invoice #6 (088531)	USD	355,569.75
Amount of Invoice #7 (088540)	USD	292,511.25
Amount of Invoice #8 (088551)	USD	258,612.75
Amount of Invoice #9 (088598)	USD	247,308.75
Amount of Invoice #10 (088599)	USD	244,246.94
Amount of Invoice #11 (088600)	USD	62,876.25
Amount of Invoice #12 (088612)	USD	62,876.25
Amount of Invoice #13 (088629)	USD	41,553.00
Amount of Invoice #14 (088644)	USD	41,006.25
Amount of Invoice #15 (088665)	USD	35,538.75
Additional Services Invoice #16 (088664)	USD	110,618.00
Amount of Invoice #17 (088675)	USD	35,447.63
Amount of Invoice #18 (088687)	USD	33,807.37
Amount of Invoice #19 (088702)	USD	35,538.75

Amount of Invoice #20 (088709)	USD	35,538.75
Amount of Invoice #21 (088721)	USD	35,538.75
Amount of Invoice #22 (088735)	USD	35,538.75
Amount of Invoice #23 (088755)	USD	32,003.10
Amount of Invoice #24 (088773)	USD	30,873.15
Amount of Invoice #25 (088774)	USD	31,893.75
Amount of Invoice #26 (088780)	**USD**	**35,538.75**
Amount of Invoice #27 (088798)	**USD**	**29,980.13**
Subtotal	**USD**	**29,980.13**
Reimbursables	USD	0.00
Retention (none, per agreement)	USD	0.00
Total to be paid this invoice	**USD**	**29,980.13**
Remaining Balance this Contract:	USD	207,730.68

Submitted By:

Steven D. Ohm
Project Manager

Carter Goble Lee

Date: 3/10/09

Please Deliver to: Don Brady, Director, Facilities and Planning Department
1402 Band Road #100
Telephone Number: 281-633-7018

From: Carter Goble Lee
122 Legion Drive, Richmond TX 77469
Project Name: Ft. Bend County Jail Expansion
Transmittal No: 134

Transmitted for Your: Use and Information
Transmitted by: Hand

Remarks:
Transmitted Items:

Copies	Description	Date
3	Signed Agreement for Systems Commissioning	3-10-09
2	CGL Feb Invoice with PER	2-28-09
1	Rosser Invoice 08898 with PER	1-30-09

Regards,

Tracey Poole
Project Administrator

Fort Bend County Jail Expansion Project
Carter Goble Lee, LLC. • 122 Legion Dr • Richmond, Texas 77469
Phone: (832) 363-9019 Cell: (404) 427-3787

mailto:tpoole@cartergoblelee.com

Received by Zdaynhart Date 3/10/09

11 D

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

Date Submitted: March 18, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 1661, in the amount of $61,750.00, from Carter Goble Lee, LLC for Professional Services for the Jail Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

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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☒	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

FM90303

Carter Goble Lee

OK to pay Don Brady 3-17-9

Invoice

Mr. Don Brady
Fort Bend County
PO# PC0473259
R# 55074

Invoice Number:	1661
Invoice Date:	February 28, 2009
Services Through:	February
Project:	

		Approved Budget	Total Expenses	Prior Invoices	Current Invoice
A. Program Management -February		$ 2,050,099.02	$ 1,885,000.00	$ 1,820,000.00	$ 65,000.00
Activities	% Complete				
Project Management Contracting	100%				
Project Plan & Management Plan	100%				
Develop Source Data	100%				
Develop RFQ and Contracts	100%				
Architect Selection	100%				
Development Budget	100%				
Development Schedule	100%				
Develop Cash Flow	100%				
Schematic Design	100%				
Schematic Meetings	100%				
CM at Risk Selection	100%				
CM at Risk Schematic Estimate	100%				
Schematic Estimate Reconcile	100%				
Design Development	100%				
Construction Documents	100%				
Modular Cell Package	98%				
GMP Development	100%				
Construction Mobilization	100%				
Construction Planning	98%				
Trade Package Award Review	98%				
Construction	87%				
Less Retainage 8%			$ (52,000.00)	$ (52,000.00)	
3% Retainage Release			$ 19,500.00	$ 19,500.00	
Less Retainage 5%			$ (94,250.00)	$ (91,000.00)	$ (3,250.00)
Subtotal			$ 1,790,750.00	$ 1,729,000.00	$ 61,750.00
B. Reimbursable Expenses		$ 130,000.00	$ 28,518.85	$ 28,518.85	
Totals			1,819,268.85	1,757,518.85	**61,750.00**

Total amount Due This invoice **61,750.00**

Account Summary:

Total Expenses	$ 1,913,518.85
Less Retainage	$ (94,250.00)
Prior Payments	$ 1,757,518.85
Amount Currently Outstanding	$ 61,750.00

I, the undersigned, certify that the expenditures reported have been made for Program accomplishments within the approved budget items:

William Hardison
Signature

Please make checks payable to Carter Goble Lee, LLC.

If you should have any questions regarding this invoice please call Bill Hardison at 770-716-0081.

11 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: March 18, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March ~~18~~ 24, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 3, in the amount of $20,071.80, from Evans Construction for Construction Services rendered for the Dew House Renovation

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06DEWHOUS

DESCRIPTION OF LAWSON ACCOUNT: Dew House

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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☒	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

FM90161

PAYMENT APPLICATION

PO # PC0473224 R # 55073

TO:	County Auditor 301 Jackson Richmond, Texas 77469	PROJECT NAME AND LOCATION:	Dew Plantation House Phase III Dew Plantation House Phase III 1402 Band Rd., Suite 100 Rosenberg, Texas 77471	APPLICATION # PERIOD THRU: PROJECT #s: DATE OF CONTRACT:	3 02/20/2009 PO # PC0473224 08/31/2007
FROM:	Evans Construction P. O. Box 1857 Sugar Land, Texas 77487	ARCHITECT:		Distribution to:	☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FOR:	Dew Plantation House Phase III				

OK to pay Pat Bandy 3-17-09

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	**CONTRACT AMOUNT**		$64,911.00
2.	**SUM OF ALL CHANGE ORDERS**		$0.00
3.	**CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$64,911.00
4.	**TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		$64,911.00
5.	**RETAINAGE:**		
	a. 10.00% of Completed Work (Columns D + E on Continuation Page)	$6,491.10	
	b. 10.00% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$6,491.10
6.	**TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$58,419.90
7.	**LESS PREVIOUS PAYMENT APPLICATIONS**		$38,348.10
8.	**PAYMENT DUE**		$20,071.80
9.	**BALANCE TO COMPLETION** (Line 3 minus Line 6)	$6,491.10	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: _____ Date: 2-24-09

State of: Texas

County of: Ft. Bend

Subscribed and sworn to before me this 24th day of February 2009

DIANA G. JONES
MY COMMISSION EXPIRES
June 5, 2010

Notary Public: Diana G. Jones

My Commission Expires: June 5, 2010 Diana G. Jones

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Dew Plantation House Phase III
Dew Plantation House Phase III

APPLICATION #: 3
DATE OF APPLICATION: 02/20/2009
PERIOD THRU: 02/20/2009
PROJECT #s: PO # PC0473224

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Porch Foundation	$3,400.00	$3,400.00	$0.00	$0.00	$3,400.00	100%	$0.00	
2	Foundation Tie Downs	$2,900.00	$0.00	$2,900.00	$0.00	$2,900.00	100%	$0.00	
3	Joist/Wood Siding/Roof Framing/D	$13,750.00	$12,000.00	$1,750.00	$0.00	$13,750.00	100%	$0.00	
4	Fiberglass Columns	$4,900.00	$4,900.00	$0.00	$0.00	$4,900.00	100%	$0.00	
5	Porch Steps	$2,000.00	$1,000.00	$1,000.00	$0.00	$2,000.00	100%	$0.00	
6	Banisters	$6,200.00	$4,260.00	$1,940.00	$0.00	$6,200.00	100%	$0.00	
7	Ceiling for 3 Porches	$3,350.00	$2,680.00	$670.00	$0.00	$3,350.00	100%	$0.00	
8	Standing Seam Roof	$7,700.00	$0.00	$7,700.00	$0.00	$7,700.00	100%	$0.00	
9	Paint	$4,200.00	$1,260.00	$2,940.00	$0.00	$4,200.00	100%	$0.00	
10	Equipment Rental	$1,500.00	$1,000.00	$500.00	$0.00	$1,500.00	100%	$0.00	
11	Clean up/Trash Haul	$1,500.00	$1,000.00	$500.00	$0.00	$1,500.00	100%	$0.00	
12	Bonding	$1,891.00	$1,891.00	$0.00	$0.00	$1,891.00	100%	$0.00	
13	Design	$5,193.00	$5,193.00	$0.00	$0.00	$5,193.00	100%	$0.00	
14	OV/P	$6,427.00	$4,025.00	$2,402.00	$0.00	$6,427.00	100%	$0.00	
	TOTALS	$64,911.00	$42,609.00	$22,302.00	$0.00	$64,911.00	100%	$0.00	

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Evans Construction**
Purchase Order #:	
Invoice #:	**Pay App No. 3 $20,071.80**
Contact Person:	**Ross Evans**
Phone Number:	**281.242.1810**
Location of Work Performed:	**Dew Plantation House Phase III**
Date Work Completed:	**20 February, 2009**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

6 MAR., '09

11 F

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

Date Submitted: March 18, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # W29209-1, in the amount of $85,050.00, from McDonald Electric for Professional Services provided for the South Post Oak Ball Park

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-06SPOSTOK

DESCRIPTION OF LAWSON ACCOUNT: South Post Oak Expansion

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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☒	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

FM9919

INVOICE

McDONALD ELECTRIC
CONTRACTORS · ENGINEERS

5044 TIMBER CREEK · HOUSTON, TX 77017 · (713) 921-1368

Sold To:
Fort Bend County
Facilities Management & Planning Dept
Mr. Don Brady, Director
1402 Bank Road, Suite 100
Rosenberg, TX 77471

OK to pay
3-17-9

PO # 27524
R# 55071

Date: 02/27/09

Invoice No: W29209-1

P.O. NO.	PROJECT NAME AND / OR ADDRESS	South Post Oak Park Lighting and Power	SUBCONTACT NO.

NOTICE: Invoice due upon receipt. A service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #00003559, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"

Base Contract Amount ----------	$ 189,000.00

MAR 10 2009

Progress Billing - Tax Exempt	$ 94,500.00
Less 10% Retained	9,450.00
	$ 85,050.00
Less Previous Billings	0.00
TOTAL THIS INVOICE ----------	$ 85,050.00

PD 3/17/09

Thank You!

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**McDonald Electric**
Purchase Order #:	
Invoice #:	**Invoice No. W29209-1** **$ 85,050.00**
Contact Person:	**Wayne Berkenmeier**
Phone Number:	**713-921-1368**
Location of Work Performed:	**Vehicle Maint Expansion**
Date Work Completed:	**2/27/09**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

11 March, '09

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: March 18, 2009
Court Agenda Date: March 24, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice #'s UT1000109741, UT1000109526 & UT1000110479 in an amount not to exceed $79,810.68, from Bob Barker Company, Inc. for FF&E costs associated with the Jail Expansion.

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-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

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

INVOICE

Invoice Date: 02/16/2009
Invoice Number: UT1000109526
Order Number: UT1000085477
Customer Code: FTBTX1

PO # 27037
R # 550355

Bob Barker®
Bob Barker Company, Inc.
PO Box 934785, Atlanta, GA 31193-4785
phone (800) 235-8586 fax (888) 772-0252

Bill To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Ship To: Ft Bend Cnty Sher Dept
Cust Ref: 27037
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Sales Agent	PO Number	Shipped Via	Terms	Due Date
AM4	27037		NET	02/16/2009

Item Code	Shipped Qty	Backord Qty	U/M	Unit Price	Amount
ZCDR2020 Cambro Camdollie for Dish Rack Soft Gray	7	0	EA	$86.11	$602.77
Z1000LCD Container, Beverage Brown 10Ga	5	0	EA	$204.52	$1,022.60
500LCD Container, Beverage Brown 5 Ga 1 ea/mc	5	0	EA	$105.49	$527.45

TX Sales Tax License: 1-56-1558062-6

Subtotal	$2,152.82
Taxes	$0.00
Other	$0.00
Freight	$0.00
Payment	$0.00
Total Due	**$2,152.82**

Effective immediately, please change the remittance address for Bob Barker Company, Inc. to:

Bob Barker Company, Inc.
PO Box 934785
Atlanta, GA 31193-4785

If you submit Wire Transfer or ACH payments, our account information remains unchanged.

Customer Code	Invoice Date	Invoice Number	PO Number	Invoice Amount
FTBTX1	02/16/2009	UT1000109526	27037	$2,152.82

INVOICE FTW102009

Invoice Date: 02/18/2009
Invoice Number: UT1000109741
Order Number: UT1000085477
Customer Code: FTBTX1

PO# 27037 RM55056 Ok to pay 3-17-9

Bob Barker®
Bob Barker Company, Inc.
PO Box 934785, Atlanta, GA 31193-4785
phone (800) 235-8586 fax (888) 772-0252

Bill To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Ship To: Ft Bend Cnty Sher Dept
Cust Ref: 27037
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Sales Agent	PO Number	Shipped Via	Terms	Due Date
AM4	27037		NET	02/18/2009

Item Code	Shipped Qty	Backord Qty	U/M	Unit Price	Amount
ZIB32C Ingredient Bin, 32 gal White line 22	4 ✓	0	EA	$193.75 ✓	$775.00 ✓

TX Sales Tax License: 1-56-1558062-6

MAR 1 9 2009

Subtotal	$775.00
Taxes	$0.00
Other	$0.00
Freight	$0.00
Payment	$0.00
Total Due	$775.00

ZMayberry

Effective immediately, please change the remittance address for Bob Barker Company, Inc. to:

Bob Barker Company, Inc.
PO Box 934785
Atlanta, GA 31193-4785

If you submit Wire Transfer or ACH payments, our account information remains unchanged.

Customer Code	Invoice Date	Invoice Number	PO Number	Invoice Amount
FTBTX1	02/18/2009	UT1000109741	27037	$775.00

INVOICE PMg0210

Invoice Date: 02/25/2009
Invoice Number: UT1000110479
Order Number: UT1000084945
Customer Code: FTBTX1

PO: 27081
R 155087

BobBarker®
Bob Barker Company, Inc.
PO Box 934785, Atlanta, GA 31193-4785
phone (800) 235-8586 fax (888) 772-0252

Bill To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Ship To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Sales Agent	PO Number	Shipped Via	Terms	Due Date
AM4	27081		NET	02/25/2009

Item Code	Shipped Qty	Backord Qty	U/M	Unit Price	Amount
ZSS452775 Sealed Safe Detention Mattress	954	54	EA	$80.59	$76,882.86

Coordinate delivery with Lt Quam at 281-341-4669

TX Sales Tax License: 1-56-1558062-6

MAR 2 2009

Subtotal	$76,882.86
Taxes	$0.00
Other	$0.00
Freight	$0.00
Payment	$0.00
Total Due	$76,882.86

Effective immediately, please change the remittance address for Bob Barker Company, Inc. to:

Bob Barker Company, Inc.
PO Box 934785
Atlanta, GA 31193-4785

If you submit Wire Transfer or ACH payments, our account information remains unchanged.

Customer Code	Invoice Date	Invoice Number	PO Number	Invoice Amount
FTBTX1	02/25/2009	UT1000110479	27081	$76,882.86

11 H

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

Date Submitted: March 18, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice No. 26 & No. 1, in an amount not to exceed $3,362.10, to Bailey Architects, for Architectural Services rendered for the Needville Service Center

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06NEEDVIL

DESCRIPTION OF LAWSON ACCOUNT: R&B Needville 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:
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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

FM90183

BAILEY

4100 South Shepherd
Houston, Texas 77098-5009

P.O. Box 540363
Houston, Texas 77254-0363

Tel 713.524.2155
Fax 713.524.0947

www.baileyarchitects.com

3-17-9

Fort Bend County
Facilities Mgmt & Planning Dept
1402 Band Road
Rosenberg, TX 77471

February 28, 2009
Invoice No: 1
Project No: 07016-X1

Attn: Laura Dougherty Administrative Manager

Re: Ft. Bend - Needville Service Center - Additional Services
PO # PC 00100001573
PO# 13762 R# 95082 (line 2)

Professional Services through February 28, 2009

MAR 1 6 2009

Additional Services

Structural Design - Storage Tank Pads				
Ingenium Engineers	1,975.00	100%	1,975.00	1,975.00
Value Engineering Code Changes				
WSP*Flack+Kurtz	610.00	100%	610.00	610.00
Relocate and Redraw Sanitary Sewer Lines				
LandTech	425.00	100%	425.00	425.00
Total Additional Services				**$ 3,010.00**

Total Amount Due this Invoice **$ 3,010.00**

Approved

7/11/20 19

RECEIVED
AUG 06 2008
Bailey Architects

Ingenium

Ingenium, Inc. structural engineers

P 15476 J

Bailey Architects, Inc.
4100 South Shepherd, Suite 100
Houston, TX 77098-1871

Attention: Accounts Payable

Invoice Date: 08/04/08
Invoice No. 1923
Project No. 070263-05

TERMS: 30 DAYS

INVOICE

REFERENCE: Needville Service Center – Storage Tank Pads

07016-X1

For Professional Services Rendered Through: 08/03/08

Employee		Hrs.	Rate	
Mahendra, H. (Anu)	Principal	1	200.00	$200.00
Garcia, C.	Drafter/Cadd Operator	2.5	110.00	$275.00

TOTAL LABOR $475.00

INVOICE AMOUNT **$475.00** ✓

REMIT TO: INGENIUM, INC.

7700 San Felipe, Suite 110 Houston, Texas 77063-1611
T:713.339.9160 F:713.339.9164
www.iingenium.com

Ingenium

Ingenium, Inc. structural engineers

Bailey Architects, Inc.
4100 South Shepherd, Suite 100
Houston, TX 77098-1871

Attention: Accounts Payable

07016-X1

Invoice Date: 02/04/08

Invoice No. 1759

Project No. 070263-05

TERMS: 30 DAYS

INVOICE

REFERENCE: Needville Service Center – Storage Tank Pads

For Professional Services Rendered Through: 02/03/08

Employee		Hrs.	Rate	
Mahendra, H. (Anu)	Principal	7	175.00	$1,225.00
Somasundaram, S.	Sr. Engineer	32	120.00	$240.00
Campbell, M.	Drafter/Cadd Operator	23	90.00	$2,070.00
			TOTAL LABOR	~~$3,535.00~~

$1500.00 ~~1800~~

Revised per Ray Leiker 4/30/08 9/30/08

Reimbursable Expenses:

07016

Delivery Fee (~~01-04-08~~)	$12.00
Printing & Reproduction (~~01-24-08~~)	$92.00

prev billed

TOTAL EXPENSES $104.00 4-21-08

INVOICE AMOUNT Reduced ~~$3,639.00~~

$1500.00 ✓

REMIT TO: INGENIUM, INC.

7700 San Felipe, Suite 110 Houston, Texas 77063-1611
T:713.339.9160 F:713.339.9166
www.ingenium.com

LANDTECH CONSULTANTS, INC.
Civil Engineering • Land Surveying

P 15475 J

INVOICE NUMBER 25266-X1
NOVEMBER 21, 2008

BAILEY ARCHITECTS
4100 SOUTH SHEPHERD
HOUSTON, TEXAS 77098-5399

ATTENTION: MR. STAN MALINOSKI, AIA

FOR PROFESSIONAL SERVICES

PROJECT 07-1-0276 (639) NEEDVILLE SERVICE CENTER

PROJECT 07-1-0276.00A (639) ENGINEERING

TOTAL FEE	$26,800.00	
PERCENT COMPLETE	100.00	
TOTAL FEE BILLED	$26,800.00	
FEE PREVIOUSLY BILLED	$26,800.00	
CURRENT FEE BILLING		$ 0.00

PROJECT 07-1-0276.01 (639) CONSTRUCTION

REORAnd
S Rpt. S Swson
on hrs

	HOURS	RATE	AMOUNT	
SR. PROJECT MANAGER	6.00	125.00	$ 750.00	
PROJECT ENGINEER	1.00	80.00	80.00	
TOTAL LABOR			$ 830.00	
TOTAL FOR CONSTRUCTION				$ 830.00
TOTAL INVOICE DUE				**$ 830.00**

Labor & Engr prev billed

CA Bal (405.00)

$ 425.00

THANK YOU.
APPROVED BY TAL

THOMAS A. STAUDT, P.E.
VICE PRESIDENT

INVOICE

WSP | FLACK + KURTZ

HOUSTON

2424 Wilcrest Drive
Suite 200
Houston, TX 77042
713.785.6311 Main
713.785.2556 Fax
wspfk.com

P 15474

November 21, 2008
Project No: 307115.01
Invoice No: 3071150101

Bailey Architects, Inc.
4100 South Shepherd, Suite 100
Houston, TX 77098-5399

Project Manager Richard Beatty

Project 307115.01 Ft Bend Road&Bridge Add

Fort Bend County Road and Bridge, Needville, Texas - Additional Services - Value Engineering and Code Changes.

Professional Services through November 21, 2008

Professional Personnel

	Hours	Amount
Beatty, Richard	2.50	
Gonzalez, Alma	.50	
Huynh, Vien	1.50	
Meharali, Amirali	1.00	
Rios, Nelson	.50	
Trevino, Rene	1.00	
Totals	7.00	
Total Labor		**610.00**

Total this Invoice **$610.00**

Please make checks payable to WSP Flack + Kurtz.
Reference our invoice number and mail to: 2424 Wilcrest Drive, Suite 200, Houston, TX 77042

BAILEY FM 16182

4100 South Shepherd
Houston, Texas 77098-5300

PO Box 540263
Houston, Texas 77254-0263

Tel 713.524.2100
Fax 713.524.3947

www.baileyarchitects.com

OK to pay
3-17-9

Fort Bend County
Facilities Mgmt & Planning Dept
1402 Band Road
Rosenberg, TX 77471

February 28, 2009
Invoice No: 26
Project No: 07016

Attn: Laura Dougherty, Administrative Manager

Re: Ft. Bend - Needville Service Center
PO # PC 00100001573
PO# 13762 R#55053 (line 2)

MAR 1 0 2009

Professional Services through February 28, 2009

Reimbursable Expenses

Reproduction	179.74
Travel	114.64
Deliveries	57.72
Total Reimbursable Expenses	**$ 352.10**

Total Amount Due this Invoice **$ 352.10**

Approved

Print Activity Report

External Summary

03/02/2009

BAILEY ARCHITECTS

Print activity for 02/02/2009 to 02/27/2009

07016 - Fort Bend Needville Svc Center	Total Qty	Sq Feet	Charge
\\Copiers\Xerox242 B/W	49		4.90
	49		4.90
Totals For : 07016 - Fort Bend Needville Svc Center	49		$4.90

Print Activity Report

External Summary

01/30/2009

BAILEY ARCHITECTS

Print activity for 01/02/2009 to 01/30/2009

07016 - Fort Bend Needville Svc Center	Total Qty	Sq Feet	Charge
\\RBAILEY_COLOR1\242_B&W	2		0.20
\\RBAILEY_COLOR1\242_B&W-PS	1		0.10
\\RBAILEY_COLOR1\242_Upstairs Color-PCL	2		0.20
Totals For : 07016 - Fort Bend Needville Svc Center	5		$0.50

Bailey Architects downstairs copier December 2008

[Counter per User Code]

Data of Today:Jan. 02,2009 08:54 AM

	User Code	User Name	Copier/Docu. Server		Printer		Facsimile Print		total sum	
			A3/DLT	Others	A3/DLT	Others	A3/DLT	Others		
1	03026	03026	0	35	0	0	0	0	35	3.50
2	05018	05018	0	0	0	0	0	0	0	
3	05022	05022	0	62	0	1	0	0	63	6.30
4	05032	05032	4	13	9	0	0	0	26	2.60
5	06004	06004	0	45	0	140	0	0	185	18.50
6	06018	06018	0	6	0	0	0	0	6	.60
7	06034	06034	11	58	130	93	0	0	292	29.20
8	07008	07008	0	0	0	0	0	0	0	
9	07014	07014	16	70	0	5	0	0	91	9.10
10	07015	07015	0	2	2	0	0	0	4	.40
11	07016	07016	1	67	0	23	0	0	91	9.10
12	07023	07023	0	36	0	0	0	0	36	3.60
13	07026	07026	27	45	7	10	0	0	89	8.90
14	07027	07027	20	104	7	9	0	0	140	14.00
15	07030	07030	0	0	0	0	0	0	0	
16	08002	08002	0	101	1	7	0	0	109	10.90
17	08003	08003	1	8	2	0	0	0	11	1.10
18	08004	08004	0	0	0	0	0	0	0	
19	08005	08005	0	283	70	216	0	0	569	56.90
20	08006	08006	0	0	0	0	0	0	0	
21	08007	08007	0	0	1	1	0	0	2	.20
22	08008	08008	0	2	0	0	0	0	2	.20
23	08009	08009	7	208	87	118	0	0	420	42.00
24	08012	08012	33	789	208	561	0	0	1591	159.10
25	08013	08013	0	4	0	75	0	0	79	7.90
26	08014	08014	1	44	27	50	0	0	122	12.20
27	08015	08015	14	32	159	194	0	0	399	39.90
28	08016	08016	3	8	7	2	0	0	20	2.00
29	08017	08017	0	0	0	0	0	0	0	
30	08018	08018	0	25	3	2	0	0	30	3.00
31	08019	08019	0	0	0	0	0	0	0	
32	08020	08020	0	5	0	0	0	0	5	.50
33	08021	08021	44	19	16	0	0	0	79	7.90
34	08022	08022	7	164	2	74	0	0	247	24.70
35	09001	09001	0	0	6	0	0	0	6	.60
36	09002	09002	0	12	0	0	0	0	12	1.20
37	09003	09003	0	0	0	0	0	0	0	
38	09004	09004	0	0	0	0	0	0	0	
39	09005	09005	0	10	1	0	0	0	11	1.10
40	123123	Service	0	0	0	0	0	0	0	

AS PER ORIGINAL

DIGITAL PHOTO LOG DATE: 1/8/09

Job Name or No.: H. Land Rockville 07016 No. of Photos Taken: 39 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Lane Wolf

Please turn in form when you download the disks. Thanks!

Total charge: $ 19.50

DIGITAL PHOTO LOG DATE: 1/13/09

Job Name or No.: Concord Bridge Education Center 07023 No. of Photos Taken: 39 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Lane Wolf

Please turn in form when you download the disks. Thanks!

Total charge: $ 19.50

DIGITAL PHOTO LOG DATE: 1/15/09

Job Name or No.: Shannon Lee. 09006 No. of Photos Taken: 41 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Sandra Bowden

Please turn in form when you download the disks. Thanks!

Total charge: $ 20.50

DIGITAL PHOTO LOG DATE: 1/

Job Name or No.: RNC-LEEN 08012 No. of Photos Taken: 31 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Sandra Bowden

Please turn in form when you download the disks. Thanks!

Total charge: $ 15.50

DIGITAL PHOTO LOG

DATE: 2/4/09

Job Name or No.: Melissa Jack 07026 No. of Photos Taken: 14 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Sandra Bender

Please turn in form when you download the disks. Thanks!

Total charge: $ 7.00

DIGITAL PHOTO LOG

DATE: 2/5/09

Job Name or No.: Ft. Bend - Randalls 07016 No. of Photos Taken: 47 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Lane Wolf

Please turn in form when you download the disks. Thanks!

Total charge: $ 23.50

DIGITAL PHOTO LOG

DATE: 2/6/09

Job Name or No.: Bum Conditioner 06011-24 No. of Photos Taken: 19 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Sandra Bender

Please turn in form when you download the disks. Thanks!

Total charge: $ 9.50

DIGITAL PHOTO LOG

DATE: 2/9/09

Job Name or No.: Emmanuel 07014 No. of Photos Taken: 14 @ $ .50 each

Circle type of photo usage: Marketing (Job Use) General Office

Photographer: Lane Wolf

Please turn in form when you download the disks. Thanks!

Total charge: $ 7.00

Bailey Architects, Inc.

EMPLOYEE EXPENSE REPORT

2007

Notes: PE 15457 D

Employee Name: Lavia Holt

Employee

Employee Signature:

Date Signed: 2/23/09

Date	Job No.	Description	Miles Driven	Miles $ 0.44.5	Parking & Toll	Enter-tainment	Meals	Trans-portation	Lodging	Other	EMPL PAID ↓	Office CHARGED ↓
2/3/09	05022	Construction [illegible]	332	147.78								
2/17/09	05022	Construction [illegible]	332	147.78								
2/24/09	05022	Site/voice meeting	332	147.78								
2/5/09	07316	Key Bank meeting	56	24.92								
		Self mileage		45.00								
		$ SUBTOTALS =		513.14						$0.00	$0.00	

For Accounting Use Only

G/L Acct #	Description	$ AMOUNT
05022	413.22	
07316	24.92	
74409	45.00	
	Totals = $	513.14

SUBTOTAL = 513.14

TOTAL =

Approved: _____

Bailey Architects, Inc.

EMPLOYEE EXPENSE REPORT

2007

Notes: Library

POSTED 15366

Employee Name: Lane Wolf **Employee** _____

Employee Signature: Lane Wolf **Date Signed:** 1/27/09

Date	Job No.	Description	Miles Driven	Miles $ 0.44.5	Parking & Toll	Enter-tainment	Meals	Trans-portation	Lodging	Other	EMPL PAID ↓	Office CHARGED ↓
1/6/09	05022	construction observing	332	147.74								
1/14/09	05022	Punch list	332	147.74								
1/22/09	05022	Construction observation	332	147.74								
1/8/09	07016	Bay Area Drywall	56	24.92								
		Parking at Library		45.00								
		$ SUBTOTALS =		512.32						**$0.00**	$0.00	

For Accounting Use Only

G/L Acct #	Description	$ AMOUNT
05022	443.22	
07016	24.92	
74400	45.00	
	Totals = $	

SUBTOTAL = 512.32

TOTAL =

Approved: _____

Transnet Delivery Solutions

P.O. Box 550725
Houston, Texas 77255-0725
(713) 957-4900

Bill To: Bailey Architects **Invoice Number:** 11/30/2008

Client Number	Date	Ticket Number	Charges
03026			
	11/3/2008	181275	$8.25
		4.51%	**$8.25**
05022			
	11/7/2008	181600	$8.25
	11/19/2008	182306	$8.25
		9.02%	**$16.50**
05032-X2			
	11/12/2008	181822	$10.25
		5.60%	**$10.25**
06004			
	11/6/2008	181567	$8.25
		4.51%	**$8.25**
06034			
	11/19/2008	182302	$8.25
		4.51%	**$8.25**
07014			
	11/11/2008	181745	$10.25
	11/13/2008	182016	$8.25
	11/19/2008	182312	$10.25
	11/24/2008	182721	$8.25
		20.22%	**$37.00**
07016			

Client Number	Date	Ticket Number	Charges
	11/7/2008	181581	$10.25
	11/17/2008	182207	$10.25
		11.20%	**$20.50**
07023			
	11/5/2008	181410	$8.25
		4.51%	**$8.25**
07026			
	11/24/2008	182660	$8.25
		4.51%	**$8.25**
08009			
	11/6/2008	181470	$8.25
		4.51%	**$8.25**
09001			
	11/20/2008	182392	$10.25
		5.60%	**$10.25**
09002			
	11/6/2008	181573	$8.25
		4.51%	**$8.25**
General Office			
	11/21/2008	182510	$10.25
		5.60%	**$10.25**
General Office			
	11/6/2008	181556	$12.25
		6.69%	**$12.25**
MM			
	11/25/2008	182758	$8.25
		4.51%	**$8.25**

11 I

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

Date Submitted: March 18, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 08-00300010, in the amount of $153,833.50, from Bass Construction for Construction Services provided for the Needville Facility.

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06NEEDVIL

DESCRIPTION OF LAWSON ACCOUNT: R&B Needville 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

FMG0801

AIA® Document G702™ – 1992

MAR 1 1 2009

Application and Certificate for Payment

PO# 15617 R# 55084 5/19

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	FBC Needville Service Center 3743 School St. Needville, Texas	APPLICATION NO: 08-00300010 PERIOD TO: 2/28/2009 CONTRACT FOR: CONTRACT DATE: 4/29/2008 PROJECT NOS: 08-003 / /	Distribution to: OWNER ☐ X ARCHITECT ☐ X CONTRACTOR ☐ X FIELD ☐ X OTHER ☐ X
FROM CONTRACTOR:	Bass Construction Co., Inc 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:	Bailey Architects 4100 S. Shepherd Houston, TX 77098-5399		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	✓ 3,319,192.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	✓ 3,319,192.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	✓ 3,260,603.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$	✓ 163,030.17
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	✓ 163,030.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	✓ 3,097,572.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	✓ 2,943,739.33
8. CURRENT PAYMENT DUE	$	153,833.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	✓ 221,619.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction Co., Inc.
By: Russell McCown Date: 3/10/09
State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 10th day of March, 2009
Notary Public: Margie Barker
My Commission expires:

MARGIE BARKER
My Commission Expires
June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 153,833.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Bailey Architects
By: Date: 3-10-09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00300010
APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurance	89,794.00	89,794.00			89,794.00	100.00		4,489.70
01-100	Permit & Fees	8,270.00	8,270.00			8,270.00	100.00		413.50
01-200	Rentals & Temporaries	24,400.00	23,180.00	1,220.00		24,400.00	100.00		1,220.00
01-250	Housekeeping	24,900.00	18,675.00	3,735.00		22,410.00	90.00	2,490.00	1,120.50
01-300	Supervision/Travel/Project Mgn	119,924.00	107,928.00	5,996.00		113,924.00	95.00	6,000.00	5,696.20
01-350	Project Closeout	4,500.00						4,500.00	
01-400	Layout/Misc. Expenses	10,850.00	10,307.00	543.00		10,850.00	100.00		542.50
01-500	Overhead & Profit	225,023.00	197,544.00	8,147.00		205,691.00	91.41	19,332.00	10,284.55
02-000	SITE WORK								
02-100	Fencing - L	15,675.00	3,135.00	10,972.00		14,107.00	90.00	1,568.00	705.35
02-101	Fencing - M	23,511.00	11,755.00	9,404.00		21,159.00	90.00	2,352.00	1,057.95
02-150	Earthwork - L	44,108.00	44,108.00			44,108.00	100.00		2,205.40
02-151	Earthwork - M	53,910.00	53,910.00			53,910.00	100.00		2,695.50
02-200	Termite Control - L	1,354.00	1,354.00			1,354.00	100.00		67.70
02-201	Termite Control - M	3,159.00	3,159.00			3,159.00	100.00		157.95
02-300	Erosion Control - L	1,950.00	1,950.00			1,950.00	100.00		97.51
02-301	Erosion Control - M	4,550.00	4,550.00			4,550.00	100.00		227.51
02-400	Sidewalks/Ramps/Bollards - L	4,502.00	4,502.00			4,502.00	100.00		225.10
02-401	Sidewalks/Ramps/Bollards - M	6,753.00	6,753.00			6,753.00	100.00		337.65
02-450	Concrete Paving - L	23,682.00	23,682.00			23,682.00	100.00		1,184.10
02-451	Concrete Paving - M	35,523.00	35,523.00			35,523.00	100.00		1,776.15
02-600	Landscaping - L	1,051.00						1,051.00	
02-601	Landscaping - M	3,150.00						3,150.00	
03-000	CONCRETE								

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AIA® Document G703™ – 1992

Continuation Sheet

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In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00300010
APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
03-200	Foundation - L	131,408.00	131,408.00			131,408.00	100.00		6,570.40
03-201	Foundation - M	197,112.00	197,112.00			197,112.00	100.00		9,855.60
04-000	MASONRY								
04-050	Masonry - L	6,750.00		6,750.00		6,750.00	100.00		337.50
04-051	Masonry - M	8,250.00		8,250.00		8,250.00	100.00		412.50
05-000	METALS								
05-050	Structural Steel - L	3,676.00	3,676.00			3,676.00	100.00		183.80
05-051	Structural Steel - M	6,825.00	6,825.00			6,825.00	100.00		341.25
06-000	WOODS & PLASTICS								
06-050	Rough Carpentry - L	2,600.00	2,600.00			2,600.00	100.00		130.00
06-051	Rough Carpentry - M	3,900.00	3,900.00			3,900.00	100.00		195.00
06-150	Casewoek - L	7,348.00	7,348.00			7,348.00	100.00		367.40
06-151	Casework - M	11,022.00	11,022.00			11,022.00	100.00		551.10
07-000	WATERPROOFING								
07-050	Insulation - M	17,070.00	17,070.00			17,070.00	100.00		853.50
07-075	Moisture Proofing - L	2,180.00	2,180.00			2,180.00	100.00		109.00
07-076	Moisture Proofing - M	3,270.00	3,270.00			3,270.00	100.00		163.50
07-100	Caulk & Seal - L	1,290.00		1,225.00		1,225.00	94.96	65.00	61.25
07-101	Caulk & Seal - M	860.00		860.00		860.00	100.00		43.00
08-000	DOORS & WINDOWS								
08-050	HM Doors & Frames - M	21,016.00	21,016.00			21,016.00	100.00		1,050.80
08-125	Hardware Material	20,854.00	20,854.00			20,854.00	100.00		1,042.70
08-200	Glass & Glazing - L	4,000.00	4,000.00			4,000.00	100.00		200.00
08-201	Glass & Glazing - M	1,900.00	1,900.00			1,900.00	100.00		95.00
08-250	Door & Hardware Labor	4,000.00	2,600.00	1,400.00		4,000.00	100.00		200.00

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APPLICATION NO: 08-00300010
APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
08-275	Overhead Doors- L	21,919.00	21,919.00			21,919.00	100.00		1,095.95
08-276	Overhead Doors- M	26,791.00	26,791.00			26,791.00	100.00		1,339.55
09-000	FINISHES								
09-010	Sealed Concrete Floors-L	1,709.00						1,709.00	
09-011	Sealed Concrete Floors-M	2,565.00						2,565.00	
09-050	Sheetrock & Insulation - L	31,102.00	31,102.00			31,102.00	100.00		1,555.10
09-051	Sheetrock & Insulation - M	46,654.00	46,654.00			46,654.00	100.00		2,332.70
09-100	Aoustical Ceilings - L	4,608.00	2,304.00	1,843.00		4,147.00	90.00	461.00	207.35
09-101	Aoustical Ceilings - M	6,912.00	3,456.00	3,456.00		6,912.00	100.00		345.60
09-200	Flooring - L	6,321.00		3,160.00		3,160.00	49.99	3,161.00	158.00
09-201	Flooring - M	7,726.00		7,726.00		7,726.00	100.00		386.30
09-250	Painting - L	8,196.00	6,557.00	819.00		7,376.00	90.00	820.00	368.80
09-251	Painting - M	10,019.00	8,015.00	1,503.00		9,518.00	95.00	501.00	475.90
09-300	Ceramic Tile - L	8,880.00	8,880.00			8,880.00	100.00		444.00
09-301	Ceramic Tile - M	13,320.00	13,320.00			13,320.00	100.00		666.00
10-000	SPECIALTIES								
10-050	Louvers & Vents	4,000.00	4,000.00			4,000.00	100.00		200.00
10-100	Interior Signage - L	100.00						100.00	
10-101	Interior Signage - M	350.00						350.00	
10-150	Fire Extinguishers - L	250.00	250.00			250.00	100.00		12.50
10-151	Fire Extinguishers - M	1,000.00	1,000.00			1,000.00	100.00		50.00
10-200	Toilet Partitns & Access. - L	2,769.00	2,769.00			2,769.00	100.00		138.45
10-201	Toilet Partitns & Access. - M	6,461.00	6,461.00			6,461.00	100.00		323.05
10-250	Lockers - L	1,380.00	1,380.00			1,380.00	100.00		69.00
10-251	Lockers - M	3,220.00	3,220.00			3,220.00	100.00		161.00

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Continuation Sheet

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APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
11-000	EQUIPMENT								
11-050	Vehicle Service Equipment - L	155,750.00	140,175.00	15,575.00		155,750.00	100.00		7,787.50
11-051	Vehicle Service Equipment - M	363,417.00	363,417.00			363,417.00	100.00		18,170.85
13-000	SPECIAL CONSTRUCTION								
13-050	Pre-Engineered Bldg. Materials	498,431.00	498,431.00			498,431.00	100.00		24,921.55
13-100	Building Erection	85,250.00	85,250.00			85,250.00	100.00		4,262.50
13-150	Canopies - L	4,800.00	4,800.00			4,800.00	100.00		240.00
13-151	Canopies - M	11,200.00	11,200.00			11,200.00	100.00		560.00
14-000	CONVEYING SYSTEMS								
14-050	OH Bridge Crane/Hoist - L	7,875.00		7,875.00		7,875.00	100.00		393.75
14-051	OH Bridge Crane/Hoist - M	23,625.00	4,725.00	18,900.00		23,625.00	100.00		1,181.25
15-000	MECHANICAL								
15-050	PLUMBING								
15-051	Site San. Sewer - L	21,422.00	21,422.00			21,422.00	100.00		1,071.10
15-052	Site San. Sewer - M	24,100.00	24,100.00			24,100.00	100.00		1,205.00
15-053	Water/Site - L	13,389.00	13,389.00			13,389.00	100.00		669.45
15-054	Water/Site - M	45,522.00	45,522.00			45,522.00	100.00		2,276.10
15-055	U.G. Storm/Site - L	10,711.00	10,711.00			10,711.00	100.00		535.55
15-056	.U.G. Storm/Site - M	16,066.00	16,066.00			16,066.00	100.00		803.30
15-057	San. Sewer/Bldg. - L	16,066.00	16,066.00			16,066.00	100.00		803.30
15-058	San. Sewer/Bldg. - M	10,711.00	10,711.00			10,711.00	100.00		535.55
15-059	Air Piping - L	2,442.00	2,442.00			2,442.00	100.00		122.10
15-060	Air Piping - M	3,663.00	3,663.00			3,663.00	100.00		183.15
15-061	Water/Bldg. - L	14,100.00	14,100.00			14,100.00	100.00		705.00
15-062	Water/Bldg. - M	28,000.00	28,000.00			28,000.00	100.00		1,400.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00300010
APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
15-063	Fixtures/Equip. - L	10,711.00	9,640.00	1,071.00		10,711.00	100.00		535.55
15-064	Fixtures/Equip. - M	32,133.00	32,133.00			32,133.00	100.00		1,606.65
15-065	Insulation - L	8,033.00	8,033.00			8,033.00	100.00		401.65
15-066	Insulation - M	10,712.00	10,712.00			10,712.00	100.00		535.60
15-100	HVAC								
15-101	Equipment - L	13,201.00	13,201.00			13,201.00	100.00		660.05
15-102	Equipment - M	40,923.00	40,923.00			40,923.00	100.00		2,046.15
15-103	Grilles/Louvers - L	2,640.00	2,640.00			2,640.00	100.00		132.00
15-104	Grilles/Louvers - M	5,280.00	5,280.00			5,280.00	100.00		264.00
15-105	Fans - L	3,965.00	3,965.00			3,965.00	100.00		198.25
15-106	Fans - M	6,600.00	6,600.00			6,600.00	100.00		330.00
15-107	Ductwork - L	12,521.00	12,521.00			12,521.00	100.00		626.05
15-108	Ductwork - M	11,880.00	11,880.00			11,880.00	100.00		594.00
15-109	Piping - L	9,880.00	9,880.00			9,880.00	100.00		494.00
15-110	Piping - M	11,880.00	11,880.00			11,880.00	100.00		594.00
15-111	Insulation - L	3,966.00	3,966.00			3,966.00	100.00		198.30
15-112	Insulation - M	5,280.00	5,280.00			5,280.00	100.00		264.00
15-113	Testing & Balancing	4,000.00						4,000.00	
16-000	ELECTRICAL								
16-050	Start-Up/Mobilization/Permit	6,000.00	6,000.00			6,000.00	100.00		300.00
16-051	Temporary Power & Lighrs	3,000.00	3,000.00			3,000.00	100.00		150.00
16-052	Underground/Trenching - E	5,000.00	5,000.00			5,000.00	100.00		250.00
16-053	Underground/Trenching - L	3,000.00	3,000.00			3,000.00	100.00		150.00
16-054	Rough-in Conduit - L	23,000.00	23,000.00			23,000.00	100.00		1,150.00
16-055	Rough-in Conduit - M	25,000.00	25,000.00			25,000.00	100.00		1,250.00

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00300010
APPLICATION DATE: 3/10/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
16-056	Wire - L	24,000.00	24,000.00			24,000.00	100.00		1,200.00
16-057	Wire - M	70,500.00	70,500.00			70,500.00	100.00		3,525.00
16-058	Rough-in Sw/Plugs - L	20,000.00	20,000.00			20,000.00	100.00		1,000.00
16-059	Rough-in Sw/Plugs - M	12,000.00	12,000.00			12,000.00	100.00		600.00
16-060	Fire Alarm Rough-in - L	1,500.00	1,500.00			1,500.00	100.00		75.00
16-061	Fire Alarm Rough-in - M	500.00	500.00			500.00	100.00		25.00
16-062	Fixtures Rough-in - L	22,000.00	22,000.00			22,000.00	100.00		1,100.00
16-063	Fixtures Rough-in - M	30,000.00	30,000.00			30,000.00	100.00		1,500.00
16-064	Trim out - L	7,000.00	6,300.00			6,300.00	90.00	700.00	315.00
16-065	Trim out - M	3,000.00	2,700.00			2,700.00	90.00	300.00	135.00
16-066	Generator - L	3,000.00		1,500.00		1,500.00	50.00	1,500.00	75.00
16-067	Generator - M	40,000.00		40,000.00		40,000.00	100.00		2,000.00
16-068	Equip. panels/disconnects - L	21,000.00	21,000.00			21,000.00	100.00		1,050.00
16-069	Equip. panels/disconnects - M	35,000.00	35,000.00			35,000.00	100.00		1,750.00
16-070	Check list, completion manuals	1,000.00						1,000.00	
16-100	FIRE ALARM								
16-101	Fire Alarm - L	4,570.00	3,656.00			3,656.00	80.00	914.00	182.80
16-102	Fire Alarm - M	6,855.00	6,855.00			6,855.00	100.00		342.75
	Totals	3,319,192.00	3,098,673.00	161,930.00		3,260,603.00	98.23	58,589.00	163,030.17

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Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Bass Construction**
Purchase Order #:	
Invoice #:	**Pay Ap No. 08-00300010** **$ 153,833.50**
Contact Person:	**Russell**
Phone Number:	**281.342.2022**
Location of Work Performed:	**Needville Service Center**
Date Work Completed:	**2/28/09**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

12 MAR. '09

PARTIAL RELEASE OF LIEN

TM 10003

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$157,725.65**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number: 08-003000010

MAR 11 2009

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of **March, 2009**

BY: Russell McCowen

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **4th** day of **March, 2009** **Russell McCowen**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires: 6/17/2012

PARTIAL RELEASE OF LIEN

FM90207

TO WHOM IT MAY CONCERN: Name: **Ray Glass Company**
Address: **P.O. Box 1065**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$4,167.65**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **A45278**

MAR 11 2009

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 4th day of March

BY: _____

TITLE: PRESIDENT

STATE OF: Texas

COUNTY OF: Fort Bend

This 4th day of March, 2009 Bob Ray being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

_____
Notary Public

My Commission Expires: 8/9/09

LINDA M. VAZQUEZ
Notary Public, State of Texas
My Commission Expires
August 09, 2009

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **J.A.M. Equipment Sales & Service**
Address: **5060 Donoho**
Houston, TX 77033

FOR AN IN CONSIDERATION OF: **$419,227.35**
(Amount of Request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **12709**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

MAR 1 1 2009

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 3rd day of February, 2009

BY: _____

TITLE: Sales

STATE OF: Texas

COUNTY OF: Harris

This 3rd day of Feb., 2009 Brad Kagelar being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Karen Thompson
Notary Public

My Commission Expires: _____

KAREN THOMPSON
MY COMMISSION EXPIRES
September 29, 2011

PARTIAL RELEASE OF LIEN

FM9202

TO WHOM IT MAY CONCERN: Name: **ProservAnchor Group**
Address: **P.O. Box 670965**
Houston, TX 77267-0965

FOR AN IN CONSIDERATION OF: **$17,150.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number(s): **P7555A**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

MAR 11 2009

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 9th day of February 2009

BY: John Adams

TITLE: CFO/Controller

STATE OF: Texas

COUNTY OF: Harris

This 9 day of February, 2009 John Adams being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Carolyn Kay Hales
Notary Public

My Commission Expires: July 1, 2009

CAROLYN KAY HALES
Notary Public
State of Texas
My Commission Expires
July 01, 2009

PARTIAL RELEASE OF LIEN

FTM0202

TO WHOM IT MAY CONCERN: Name: **Y-Three Construction**
Address: **P.O. Box 944**
Wallis, TX 77485

FOR AN IN CONSIDERATION OF: **$22,530.35**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **081205**

MAR 11 2009

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

23rd day of February, 2009

BY: Greg Yates

TITLE: President

STATE OF: Texas

COUNTY OF: Fort Bend

This 23rd day of February, 2009 Greg Yates being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires: June 17, 2012

PARTIAL RELEASE OF LIEN

PM9630

TO WHOM IT MAY CONCERN: Name: **Gulf Coast Plumbing & Utility Service**
Address: **P.O. Box 233**
Wallis, TX 77485

FOR AN IN CONSIDERATION OF: **$15,810.52**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **08-003-6**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

MAR 11 2009

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 26 day of Feb.

BY: Benny L Lambert

TITLE: Owner

STATE OF: Texas

COUNTY OF: Austin

This 26 day of February, 2009 Benny L. Lambert being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

JENNIFER ZUROVEC
MY COMMISSION EXPIRES
September 14, 2011

My Commission Expires: 9-14-2011

JENNIFER ZUROVEC
MY COMMISSION EXPIRES
September 14, 2011

FM070207

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$153,833.50**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number: 08-003000010

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

MAR 1 1 2009
Dawn

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

10th day of **March, 2009**

BY: Russell McCowen

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **10th** day of **March, 2009** **Russell McCowen**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires: 6/17/2012

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: March 18, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 08-00100009, in the amount of $436,184.57, from Bass Construction for Construction Services provided for the Tax Assessor/Collector Facility

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-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

FM 90174

AIA® Document G702™ – 1992

Application and Certificate for Payment

PO# 18662 R# 55133

TO OWNER:	~~Facilities & Planning Dept.~~ 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	Fort Bend County Tax Office 1317 Ranson Rd. Richmond, Texas	APPLICATION NO: 08-00100009 PERIOD TO: 2/28/2009 CONTRACT FOR: CONTRACT DATE: 7/18/2008 PROJECT NOS: 08-001 / /	Distribution to: OWNER ☐ X ARCHITECT ☐ X CONTRACTOR ☐ X FIELD ☐ X OTHER ☐ X
FROM CONTRACTOR:	Bass Construction Co., Inc 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:			

3-18-9

MAR 05 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	3,488,940.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	3,488,940.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,222,126.00
5. RETAINAGE: 5.00		
a. ____ % of Completed Work (Column D + E on G703)	$	161,106.30
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	161,106.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	3,061,019.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,624,835.13
8. CURRENT PAYMENT DUE	$	436,184.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	427,920.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction Co., Inc.

By: Russell McEwen Date: 3/4/09

State of: Texas

County of: Fort Bend

Subscribed and sworn to before me this 4th day of March, 2009

Notary Public: Margie Barker

My Commission expires:

MARGIE BARKER
My Commission Expires
June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00100009
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurances	82,522.00	82,522.00			82,522.00	100.00		4,126.10
01-200	Rentals & Temporaries	6,810.00	5,925.00	545.00		6,470.00	95.01	340.00	323.50
01-250	Housekeeping	8,986.00	6,649.00	1,348.00		7,997.00	88.99	989.00	399.85
01-300	Supervision/Trvl/Proj. Mgmt.	64,150.00	54,628.00	3,208.00		57,836.00	90.16	6,314.00	2,891.80
01-350	Project Closeout	2,500.00						2,500.00	
01-400	Layout/Misc. Expenses	3,975.00	3,777.00	198.00		3,975.00	100.00		198.75
01-450	Permit Fee Allowance	7,500.00	7,500.00			7,500.00	100.00		375.00
01-475	Oweners Contingency Allowan	100,000.00						100,000.00	
01-500	Overhead & Profit	206,964.00	131,868.00	25,989.00		157,857.00	76.27	49,107.00	7,892.85
02-000	SITEWORK								
02-150	Earthwork	189,043.00	189,043.00			189,043.00	100.00		9,452.15
02-250	U.G. Utilities	62,901.00	62,901.00			62,901.00	100.00		3,145.05
02-300	Erosion Control	3,910.00	3,910.00			3,910.00	100.00		195.50
02-400	Asphalt Paving Allowance	15,000.00						15,000.00	
02-450	Light Pole Bases	5,000.00	5,000.00			5,000.00	100.00		250.00
02-550	HC Signs & Striping	3,910.00						3,910.00	
02-600	Landscaping	27,500.00						27,500.00	
03-000	CONCRETE								
03-200	Foundation Material & Labor	478,658.00	478,658.00			478,658.00	100.00		23,932.90
04-000	MASONRY								
04-050	Masonry - M&L	117,538.00	99,906.00	17,632.00		117,538.00	100.00		5,876.90
05-000	METALS								
05-050	Structural Steel Materials	159,415.00	159,415.00			159,415.00	100.00		7,970.75
05-100	Structural Steel Erection	67,000.00	67,000.00			67,000.00	100.00		3,350.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00100009
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
05-150	Steel Trusses	80,861.00	80,861.00			80,861.00	100.00		4,043.05
05-200	Support Steel/Acordion Dr.	1,500.00	1,500.00			1,500.00	100.00		75.00
06-000	WOOD & PLASTICS								
06-050	Rough Materials & Labor	38,813.00	38,813.00			38,813.00	100.00		1,940.65
06-150	Casework	65,775.00	19,733.00	46,042.00		65,775.00	100.00		3,288.75
07-000	WATERPROOFING								
07-050	Moisture Proofing	27,955.00	20,966.00	5,591.00		26,557.00	95.00	1,398.00	1,327.85
07-100	Roofing	156,002.00	118,561.00	37,441.00		156,002.00	100.00		7,800.10
07-150	In Wall Insulation	7,828.00	7,828.00			7,828.00	100.00		391.40
08-000	DOORS & WINDOWS								
08-050	Doors & Frames	24,378.00	24,378.00			24,378.00	100.00		1,218.90
08-100	Door & Hardware Labor	6,000.00	3,000.00	1,800.00		4,800.00	80.00	1,200.00	240.00
08-125	Hardware	19,350.00		9,675.00		9,675.00	50.00	9,675.00	483.75
08-200	Glass & Glazing	105,586.00	95,027.00	10,559.00		105,586.00	100.00		5,279.30
09-000	FINISHES								
09-050	Drywall	286,911.00	258,320.75	28,590.25		286,911.00	100.00		14,345.55
09-100	Acoustical Ceilings	30,700.00	6,140.00	24,560.00		30,700.00	100.00		1,535.00
09-200	Ceramic Tile	80,591.00	32,236.00	48,355.00		80,591.00	100.00		4,029.55
09-250	Painting	29,100.00	2,910.00	18,915.00		21,825.00	75.00	7,275.00	1,091.25
10-000	SPECIALTIES								
10-100	Signage Allowance	2,000.00						2,000.00	
10-150	Folding Partition	3,716.00						3,716.00	
10-200	Toilet Partitns & Accessr	5,600.00		5,600.00		5,600.00	100.00		280.00
11-000	EQUIPMENT								
11-050	Teller & Service Equip.	34,555.00	24,188.00	10,367.00		34,555.00	100.00		1,727.75

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00100009
APPLICATION DATE: 3/4/2009
PERIOD TO: 2/28/2009
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
11-100	Appliance Allowance	808.00						808.00	
14-000	CONVEYING SYSTEMS								
14-050	Elevator M&L	45,491.00	40,941.00	4,550.00		45,491.00	100.00		2,274.55
15-000	MECHANICAL								
15-050	Plumbing M&L	80,858.00	64,686.60	16,171.40		80,858.00	100.00		4,042.90
15-100	HVAC M&L	285,937.00	228,750.00	42,890.00		271,640.00	95.00	14,297.00	13,582.00
15-150	Sprinkler System M&L	59,461.00	56,487.00	2,974.00		59,461.00	100.00		2,973.05
16-000	ELECTRICAL								
16-050	Electrical M&L	381,734.00	266,223.00	95,434.00		361,657.00	94.74	20,077.00	18,082.85
16-100	Fire Alarm System	14,148.00	12,733.00	707.00		13,440.00	95.00	708.00	672.00
17-000	CHANGE ORDERS								
	Totals	3,488,940.00	2,762,984.35	459,141.65		3,222,126.00	92.35	266,814.00	161,106.30

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FM 90174

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$436,184.57**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

MAR 05 2009

As per invoice number (s): **08-00100008**

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of **March, 2009**

BY: Russell McCowen

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **4th** day of **March, 2009** **Russell McCowen**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

NOTARY PUBLIC STATE OF TEXAS
MARGIE BARKER
My Commission Expires
June 17, 2012

Margie Barker
Notary Public

My Commission Expires: 6/17/2012

FM90774

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Air Communications Co., Inc.**
Address: **32219 Tamina Road**
Magnolia, TX 77354

RECEIVED
FEB 23 2009
FORT BEND C.A.D.

FOR AN IN CONSIDERATION OF: **$21,334.62**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 11055

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 18TH day of Feb, **2009**

BY: H C Weaver

TITLE: C E O

STATE OF: Texas

COUNTY OF: Harris

This 18TH day of Feb, **2009**, H. C. Weaver being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Mattie Mae Caffey
Notary Public

My Commission Expires:

MATTIE MAE CAFFEY
Notary Public, State of Texas
My Commission Expires
May 03, 2010

FEB 2009 TAX

SCANNED
P 162614

FM90715

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Grant's Sealant Specialists**
Address: **P.O. Box 185**
Humble, TX 77347

FOR AN IN CONSIDERATION OF: **$13,366.50**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 1077

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

18 day of February, **2009**

BY: _____

TITLE: President

STATE OF Texas

COUNTY OF: Harris

This _____ day of _____, **2009**, _____
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

_____
Notary Public

My Commission Expires: 8-4-2010

FM90714

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Y-Three Construction**
Address: **P.O. Box 944**
Wallis, TX 77485

NOV 25 2009

FOR AN IN CONSIDERATION OF: **$66,212.05**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 081206

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 23rd day of February, 2009

BY: Greg Yates

TITLE: President

STATE OF: Texas

COUNTY OF: Fort Bend

This 23rd day of February, 2009, Greg Yates being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires:

FM9075

MAR 05 2009

PARTIAL WAIVER OF LIEN

WHEREAS, Schindler Elevator Corporation entered into an agreement with BASS CONSTRUCTION CO INC as evidenced by contract/purchase order(s) no(s) 31037543 dated , whereby Schindler furnished ELEVATORS AND/OR ESCALATORS to BASS CONSTRUCTION CO INC for the project known as FT BEND CO TAX ASSESSOR OFFICE at 1597 RANSOM RD; and

WHEREAS, Schindler has been requested to provide a waiver of lien upon receipt of payment on account of said agreement;

NOW, THEREFORE, in consideration of the sum of $32,412.00 paid to Schindler, Schindler does hereby agree to waive, relinquish and release any and all liens or right to liens against the project known as FT BEND CO TAX ASSESSOR OFFICE at 1597 RANSOM RD to the extent of the aforesaid payment for the labor and/or materials supplied by Schindler as represented by Schindler invoice(s) no(s) 7401208696. This waiver shall be binding and valid only to the extent that Schindler has actually received unconditional payment. Should Schindler fail to receive unconditional payment, then this waiver shall be of no force and effect.

SCHINDLER ELEVATOR CORPORATION

DATE : 12/16/2008

BY: _____

Beth Rogers
Invoicing Specialist NI/MOD

February

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Ray Glass Company, Inc.**
Address: **P.O. Box 1065**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$74,347.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): A45277

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 16th day of February, 2009

BY: [signature]

TITLE: PRESIDENT

STATE OF: Texas

COUNTY OF: Fort Bend

This 16th day of February, 2009, Bob Ray being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

My Commission Expires: MARGIE BARKER My Commission Expires June 17, 2012

Bm90174

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Able & Willing Construction**
Address: **13721 Almeda School Rd.**
Houston, TX 77047-0000

MAR 05 2009

FOR AN IN CONSIDERATION OF: **$51,255.91**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 302, 303

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 17th day of February, 2009

BY: _____

TITLE: _____

STATE OF: Texas

COUNTY OF: Fort Bend

This 17th day of February, 2009, Paul Jessup being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

My Commission Expires: MARGIE BARKER My Commission Expires June 17, 2012

Exhibit 1

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **RW Honea Sheet Metal, Inc.**
Address: **6809 Appleton St.**
Houston, TX 77022-4905

FOR AN IN CONSIDERATION OF: **$47,500.00** (Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 6806

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 18th day of February, **2009**

BY: _____

TITLE: Vice Pres.

STATE OF: Texas

COUNTY OF: Fort Bend

This 18 day of February, **2009**, Ruben Hubbard being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

_____
Notary Public

My Commission Expires: 8/9/2009

LINDA M. VAZQUEZ
Notary Public, State of Texas
My Commission Expires
August 09, 2009

FM90174

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **CLS Technology Inc.**
Address: **5365 First Street**
Katy, TX 77493

FOR AN IN CONSIDERATION OF: **$12,064.05** (Amount of request) MAR 05 2009

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 08-001-1

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 19th day of February, **2009**

BY: August Skapik Jr.

TITLE: Vice President

STATE OF: Texas

COUNTY OF: Harris

This 19th day of February, **2009**, August Skapik Jr. being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Chai A. Imboff
Notary Public

My Commission Expires: Sept 18, 2010.

FM907K

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Y-Three Construction**
Address: **P.O. Box 944**
Wallis, TX 77485

FOR AN IN CONSIDERATION OF: **$47,775.50**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 090102

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 23rd day of February, 2009

BY: Greg E. Yates

TITLE: President

STATE OF: Texas

COUNTY OF: Fort Bend

This 23rd day of February, 2009, Greg Yates being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires:

FM9074

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Eldridge A/C & Heating Co., Inc.**
Address: **P.O. Box 591**
Wharton, TX 77488

MAR 0 5 2009

FOR AN IN CONSIDERATION OF: **$44,935.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 08-001-3

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 18 day of FEBRUARY, 2009

BY: Yvette Dunn

TITLE: Office Manager

STATE OF: Texas

COUNTY OF: WHARTON

This 18th day of FEBRUARY, 2009, Yvette Dunn being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Janet Butler
Notary Public

My Commission Expires: March 12, 2012

JANET BUTLER
My Commission Expires
March 12, 2012

FM 9017-4

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Tron Electric, Inc.**
Address: **28918 South Plum Creek**
Spring, TX 77386

MAR 0 6 2009

FOR AN IN CONSIDERATION OF: **$129,982.80**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice No. (s): 201611

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 19th day of February, 2009

BY: Ren Ct

TITLE: V.P.

STATE OF: Texas

COUNTY OF: Montgomery

This 19th day of February, 2009, Ren Canton being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Stephanie L Reed
Notary Public

My Commission Expires: Dec. 28, 2011

STEPHANIE L. REED
Notary Public, State of Texas
My Commission Expires
December 28, 2011

11 K

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

Date Submitted: March 18, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # TMG-441, in the amount of $2,583.38, to The Maddox Group, Inc. for Professional Services rendered for the Sienna Library.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: 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

AS PER ORIGINAL

FM 96186

THE MADDOX GROUP, INC.

INVOICE

Bill To
Fort Bend County Facilities & Planning Department 1402 Band Road, Suite 100 Rosenberg, TX 77471 Attn: Don Brady

Date	Invoice #
3/5/2009	TMG-441

PO # 24617
R # 55079

Period
February 20009

Hours	Description	Rate	Amount
	P.O. Number: PC 04700003250		
17.25	Hourly Labor - Corinne Maddox	150.00	2,587.50
	SUBTOTAL FOR BASIC SERVICES		2,587.50
	Reimbursable Expenses - Corinne Maddox	125.26	125.26
	SUBTOTAL		125.26
	Retainage withheld from this invoice - 5% of total basic services	-129.38	-129.38

Thank you for the opportunity to serve you!

Balance Due $2,583.38

950 THREADNEEDLE | SUITE 145 | HOUSTON, TEXAS 77079 | TEL 281-497-5200 | FAX 281-497-5245 | www.maddoxgroup.com

Timesheet-Description

THE MADDOX GROUP

Client: Fort Bend County
Period: Feb-09

Date	Employee	Description	Hours
2/5	C. Maddox	RFIs, invoice review	0.50
2/6		Misc. emails, call to GC	0.50
2/9		CPR 6 coord, GC update	0.75
2/10		Progress meeting & inspection, RFI 25 & 12 coord	4.00
2/17		emails, calls on CPs	0.75
2/18		CPs, emails	0.50
2/19		Site visit, coord	2.00
2/20		coord floor box & elect duct bank issues, expedite submittals, misc.	1.50
2/24		Pjt meeting, calls to engr	3.50
2/26		inspection trip, RFIs, emails	2.50
2/27		CPR review & coord w/AE & FBFC	0.75
TOTAL			17.25

Gmail BETA

Corinnemaddox purple4567 <corinnemaddox@gmail.com>

Account history

2 messages

Corinne Maddox <cmaddox@maddoxgroup.com> **Thu, Feb 26, 2009 at 12:26 PM**
To: support@conferencecalls.com

Conference code: 5233365

Please send details for all the calls I've had to date. Only 3 show up on the history report. Thanks.

--
Corinne Maddox, CCM, CFM
THE MADDOX GROUP, INC.
950 Threadneedle, Suite 145
Houston, TX 77079
281-497-5200, x24
281-497-5245 fax
cmaddox@maddoxgroup.com
www.maddoxgroup.com

CallingCards.com <bob@callingcards.com> **Thu, Feb 26, 2009 at 12:37 PM**
To: Corinne Maddox <cmaddox@maddoxgroup.com>, support@conferencecalls.com

Corinne,

Call history is left on the server for a rolling 30 day period. Outlined below are two different account activity statements.

date (mm-dd-yyyy)	call name	time of call (hh:mm:ss)	first participant location		duration (hh:mm:ss)	total ($)
02-26-2009	02/26/2009 08:02:32	08:02:32	Local ,		01:16:20	8.97
02-19-2009	02/19/2009 08:03:18	08:03:18	Local ,		00:59:53	7.18
02-12-2009	02/12/2009 08:02:12	08:02:12	Local ,		00:30:27	3.16
01-23-2009	01/23/2009 14:02:48	14:02:48	RICHMNRNBG, TX		00:32:54	3.58
12-05-2008	12/05/2008 13:31:28	13:31:28	RICHMNRNBG, TX		00:28:18	5.01
12-05-2008	12/05/2008 09:00:17	09:00:17	HOUSTON , TX		01:07:56	9.93
12-04-2008	12/04/2008 08:58:16	08:58:16	Local ,		00:27:17	1.74

19.31
Fort Bend
20.26 60.

11 L

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

Date Submitted: March 18, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 02-09-5, in the amount of $5,175.00, from TechKnowledge, for Professional Services for the Jail Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

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

FM90184

TechKnowledge Consulting Corporation

12 Greenway Plaza, Suite 1350
Houston, Texas 77046
713-840-7800 Fax: 713-840-7801

Invoice

DATE	INVOICE #
2/27/2009	02-09-5

OK to pay Don Brady 3-17-09

BILL TO
Fort Bend County 1402 Band Road Suite #100 Rosenberg, Texas 77471 Attn: Don Brady

MAR - 6 2009

PO# 24551
R # 55050

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Reference: Fort Bend County Jail Assessment - During the month of February the TechKnowledge team participated in multiple meetings concerning assessment and recommendation for new telephones systems for the Sheriffs's office, the new jail tower and the Gus George Training Academy. The TechKnowledge team prepared the RFP/specifications for the chosen Avaya solution, preparation of specifications for Cisco data network to be included in these new buildings. Our team also attended meetings to discuss the final horizontal cabling requirements for the new buildings. The TechKnowledge team drafted specifications for bidding the outside plant conduit system and fiber cabling to run from the new Jail Tower to the Gus George Training Academy.	5,175.00

Please Remit Payment To: 12 Greenway Plaza, Suite 1350, Houston, Texas 77046

Total $5,175.00

Approved

TECHKNOWLEDGE
CONSULTING CORPORATION

TECHKNOWLEDGE
CONSULTING CORPORATION

March 5, 2009

Mr. Don Brady
Fort Bend County
1402 Band Road
Suite #100
Rosenberg, Texas 77471

Dear Mr. Brady:

Thank you for selecting TechKnowledge to serve Fort Bend County on the technology assessment for the Fort Bend County Jail project.

During the month of February the TechKnowledge team provided the following services:

- Multiple meetings covering assessment and recommendation for the new telephone systems for the Sherriff's office, new jail tower and Gus George Training Academy.
- Preparation of RFP/Specifications for the chosen Avaya solution
- Preparation of specifications for Cisco data network to be included in these new buildings.
- Preparation of specifications for bidding the outside plant conduit system and fiber cabling to run from the new jail tower to the Gus George Training Academy.

The enclosed invoice represents services provided through February 28, 2009.

If you have any questions regarding the enclosed invoice or the status of the project please call me.

Regards,

Mike Cannetti
Director

TechKnowledge Consulting Corporation
12 Greenway Plaza, Suite 1350
Houston, Texas 77046
Phone713-840-7800
Fax 713-840-7801
Email info@techknlg.com
www.techknlg.com

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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: March 18, 2009

Court Agenda Date: March 24, 2009

Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 08-0231 in the amount of $620.00, from Accessible Design Solutions, for Professional Services 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.**
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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

FM9095

accessible design solutions

Suite 350, Houston, TX 77007
713.961.4441 F 713.589.3271

PO# 17621
R#55081

OK to pay
3-17-9

MAR 11 2009

Proposal

To: Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

Date: March 11, 2009

Project	Plan Review Fee	State Filing Fee	Inspection Fee	Mileage /Other	Total
TAS Plan Review / Inspection 08-0231 / A8817443 Fort Bend County Tax Office	**$445.00**	**$175.00**			**$620.00**
Grand Total					**$620.00**

anything

Authorized Signature **Date**

Email Address **Phone**

MAR 1 1 2009

11 N

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: March 18, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 24, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve the Invoice from Sienna Plantation Management District, in the amount of $23,880.97, for Water/Sewer Services for the Sienna Library

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: 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

SIENNA PLANTATION MANAGEMENT DISTRICT

PO# 29176
R# 55147

March 4, 2009

OK to pay
3-18-9

Laura Dougherty
Fort Bend County Library
doughlau@co.fort-bend.tx.us

Re: Sienna Plantation Management District
Water and sewer service connection fees
Sienna Library @ 8411 Sienna Springs

To Whom It May Concern:

This letter will serve as the invoice for the water and sewer service at the new Sienna Library located at 8411 Sienna Springs. A breakdown of the fees follows.

• 16X6 Fire tap, sleeve, & valve	$13,700.49
• 2" Domestic Meter	$ 4,845.30
• 1 ½" Irrigation Meter	$ 3,501.12
• Pre Construction Inspection	$ 50.00
• Post Construction Inspection	$ 50.00
• Sewer Inspection (1)	$ 160.00 ea
• Customer Service Inspection (1)	$ 125.00 ea
• Backflow Prevention Device Test Inspection (2)	$ 280.00
• Contingency Feed (20% of domestic fee)	$ 969.06
• Plan Review Fee	$ 200.00
Total:	**$23,880.97**

The fee listed above does not include concrete and landscaping restoration. If any of the two will need to be restored, it will be at the owner's expense. Fees should be made payable to Sienna Plantation Management District. Please forward payment to:

Sienna Plantation Management District
c/o Southwest Water Company
12535 Reed Road
Sugar Land, Texas 77478
Attention: Builder Services Department

Along with this invoice I am sending a three-page explanation of the Inspection and water tap processes. Please read this information and pass it along to any other appropriate people involved with this project. Sign and return the acknowledgement page before or at the time of payment. Our fax number is (281) 207-5879.

I am also sending a telephone contact list, which should be helpful to you throughout the project. Please call if we can be of any further assistance.

On Behalf of the District

Tina Brown
Commercial Project Coordinator
Builder Services Department
Southwest Water Company

Date: _____

SouthWest Water Company

12535 Reed Road
Sugar Land, TX 77478
Phone 281.240.1700
Fax 281.240.3221
www.swwc.com

Application for Utility Service

District: MUD #01
(Please submit this application with payment; made payable to the District to request water service)

Type of Service: Residential ___ Commercial X Irrigation X **# of meters:** 2 **Meter Size:** 5/8"___ ¾"___ 1"___ 2" X Other 1½ IRRIGATIO

(Please provide Field Contact Personnel for Irrigation's: GULF COAST IRRIGATION / BILL SHOUP 281 852 5101

Service Address: 8411 SIENNA SPRINGS BLVD. **Lot:** _____ **Block** _____ **Section**_____

Subdivision Name: THE VILLAGE OF ANDERSON SPRINGS

Billing Information for Monthly Water Bill

Name of Applicant /Builder: FORT BEND COUNTY C/O DONALD BRADY

Mailing Address: 1402 BAND ROAD **City, State & Zip Code:** ROSENBERG, TX. 77471

Telephone No 281-633-7018 **E- Mail** brady_don@co.fort-bend.tx.us
Address: 1402 BAND ROAD

Applicant Signature _____ **Print Name:** _____

Licensed Plumber Information

Certificate of Compliance with Prohibition on Use of Specified Materials in Connections to Municipal Utility District water Systems

I, a duly licensed plumber in the State of Texas responsible for the installation of interior and exterior waterlines for the above address, certify that I understand and have complied with the District's Construction Standards for Water Service in the District's Rate Order. Specifically, each and every pipe and pipe fitting used for the improvement contains less than 8.0% lead. Further, any and all solder or flux used in the improvement contains less than 0.2% lead. The only acceptable materials for installation or construction of waterlines shall be polyvinyl chloride (PVC) copper. If new waterlines are installed that do not conform to the District's standards, the district will not be liable for any damage that is caused by or related to the nonconforming pipes. I am aware that there are significant penalties for false certification, including the possibility of fine (s).

Plumbing Company: UTILITY TOSCIN **Texas License:** 5831

Plumber's Signature: UTILITY Kirk Hall **Printed Name:** Kirk Hall

Telephone No 281 354 5840 **Date:** 3-11-09

- Applicant to attach 2 Plot Plans - showing proposed location of building
- Acknowledges responsibility for all required inspections and account will not be transferred until all inspections are complete
- Acknowledges if property is within boundaries of a Levee Improvement District; that a Permit Application is to be completed and include separate fees for the issuance of a Permit Number. (Please call for needed details and/or application)
- Please make all checks payable to the appropriate District.
- Applicant acknowledges that failure to comply with the District's rules and regulations governing the District Facilities will result in fines or penalties and as may be imposed by the Board of Director's of this District.

Office Use Only: TAP#_____ LOC#_____ # of App's_____

Blanket Deposit $_____ Account Deposit $_____

W -_____ S-_____ Pre-_____ Post-_____ CSI-_____ BKF-_____

Southwest Water Company
Builder Services Department
12535 Reed Road
Sugar Land, Texas 77478
Fax 281-207-5879

Explanation of Inspection Procedures

Information on Inspections: Call (713) 405-1750 to schedule inspections or to make inquiries.

Southwest Water Company also has a booklet with more detail on several of the inspections. This booklet can be mailed or it can be picked up at our office.

Please provide a copy of this information to the appropriate person(s) in your organization so that everyone involved is informed.

Required to begin a project:

1. Engineer for the District gives written authorization that all items necessary have been addressed and the project plans are approved. Please provide us with a jobsite contact name and number.

2. Meter installations will be scheduled for approximately 10 to 15 working days from the receipt of the fees by our office.

3. Sewer Inspections may be scheduled up until 9:00 am on the morning the inspection is needed. A Southwest Water Company inspector must see all sewer lines on the outside of the building, prior to backfill. All sewer line connections must also be inspected prior to the work being covered. Advance notice is appreciated. The water service will not be allowed to transfer to the customer without a passed sewer inspection.

Inspections of sampling wells and traps, such as grease, grit, lint, must be performed upon installation, prior to the final sealing. If the proper inspection has not been performed by an Southwest Water Company inspector, the contractor will be responsible for any costs involved in securing a passed inspection for the project.

The **Pre Construction Inspection** may be requested by the contractor prior to payment of the water meter installation and inspection fees. This inspection should be performed prior to any site work being done. All District owned facilities on the property are inspected. Damages prior to the development of the site will not be backcharged to the contractor for this project.

The **Post Construction Inspection** is scheduled by our office when the customer service inspection has been performed. This Post Construction inspection verifies the condition of all District owned facilities after the project is completed. Damages, as well as necessary adjustments in elevation will be backcharged to the contractor based on the results of this inspection.

The **Customer Service Inspection** must be performed prior to occupancy. The water service will not be allowed to transfer to the customer without the completion of this inspection with a pass status. All inside water fixtures need to be installed before scheduling this inspection. The contractor is responsible for calling our office and scheduling this inspection. Allow 3-4 days minimum notice when scheduling this inspection.

Backflow Prevention The contractor should advise the Builder Services Department when a device is in place so that the test can be scheduled.

Water Utility Service Agreements are completed only after all necessary sewer inspections have been performed (including any traps required), and the Customer Service inspection has passed. At that time our office will complete the Water Utility Service Agreement and fax it to the proper Health Department office. If desired we can also fax a copy of this agreement to the contractor. This agreement is required prior to a Health Department Inspection.

Account Deposits move from the Builder Services department to the Customer billing department and remain on file with the water and sewer service monthly billing. This deposit would be refundable when the account is transferred to the owner name and all balances are paid.

Contingency Fees are refundable when any and all fees/damages have been paid by the contractor. The contractor should submit a written request at the end of the project to have this fee refunded.

Plan Review Fee Plans will be reviewed by a licensed Inspector representing Southwest Water Company to assure that the District guidelines are set forth. A minimum fee of $200.00 can be charged and could increase, based on the number of times construction plans has to be reviewed before the final approval by the District Engineer.

NOTE: 1. All inspection types may not be required on a project. See fee letter for this project to know what applies to your job.

2. Contingency fees and deposits are charged per the governing District Rate Order. Requests for refunds should be addressed to the appropriate District Board of Directors in care of Southwest Water Company.

3. Mr. Laney Brown may be contacted for more information on the scope of the Inspections.

I/We acknowledge receipt of the Explanation of Inspection Procedures. **I/We understand that only (1) inspection fee of each type has been charged at the beginning of this project. All additional trips to the jobsite will be charged on the monthly water bill at the same rate as stated in the request for fees letter.** These charges will appear on the monthly bill as an 'SO' category. This indicates a Service Order(s) is being charged on the account.
All additional inspections performed within a monthly billing cycle will be totaled on that one 'SO" category line.

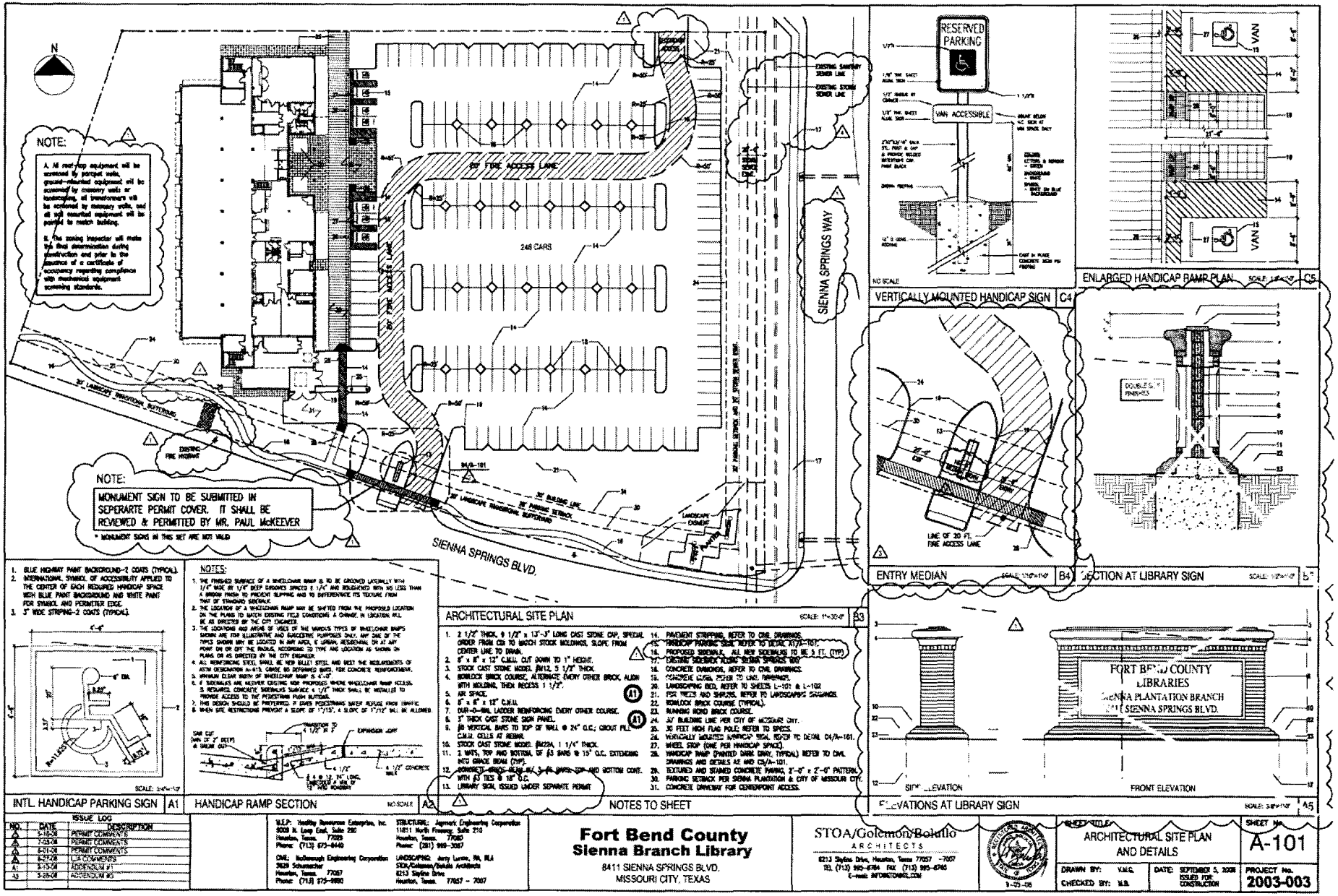
This information is offered to educate and inform in the hopes of avoiding misunderstandings or miscommunications.

Please sign below and return to our office via Fax (281) 240-0578.

[signature]	3-18-9
NAME	DATE
Fort Bend County	
COMPANY	
Sienna Branch Library	
PROJECT	

Let us know how our performance affected you. This feedback will allow us to focus on the correct areas to improve.

Our mission is to:
Function as a reliable team that centralizes the necessary information and services to meet the needs of our building community.



1. BLUE HIGHWAY PAINT BACKGROUND-2 COATS (TYPICAL).
2. INTERNATIONAL SYMBOL OF ACCESSIBILITY APPLIED TO THE CENTER OF EACH REQUIRED HANDICAP SPACE WITH BLUE PAINT BACKGROUND AND WHITE PAINT FOR SYMBOL AND PERIMETER EDGE.
3. 3" WIDE STRIPING-2 COATS (TYPICAL).

INTL. HANDICAP PARKING SIGN | A1

NOTES:

1. THE FINISHED SURFACE OF A WHEELCHAIR RAMP IS TO BE GROOVED LONGITUDINALLY WITH 1/4" WIDE BY 1/4" DEEP GROOVES SPACED 1 1/4" AND ROUGHENED WITH NO LESS THAN A BROOM FINISH TO PREVENT SLIPPING AND TO DIFFERENTIATE ITS TEXTURE FROM THAT OF STANDARD SIDEWALK.
2. THE LOCATION OF A WHEELCHAIR RAMP MAY BE SHIFTED FROM THE PROPOSED LOCATION ON THE PLANS TO MATCH EXISTING FIELD CONDITIONS A CHANGE IN LOCATION WILL BE AS DIRECTED BY THE CITY ENGINEER.
3. THE LOCATIONS AND ARRAY OF USES OF THE VARIOUS TYPES OF WHEELCHAIR RAMPS SHOWN ARE FOR ILLUSTRATIVE AND SUGGESTIVE PURPOSES ONLY. ANY ONE OF THE TYPES SHOWN MAY BE LOCATED IN ANY AREA, E URBAN, RESIDENTIAL OR AT ANY POINT ON OR OFF THE BLOCK, ACCORDING TO TYPE AND LOCATION AS SHOWN ON PLANS OR AS DIRECTED BY THE CITY ENGINEER.
4. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL AND MEET THE REQUIREMENTS OF ASTM DESIGNATION A-615, GRADE 60 DEFORMED BARS, FOR CONCRETE REINFORCEMENT.
5. MINIMUM CLEAR WIDTH OF WHEELCHAIR RAMP IS 4'-0".
6. IF SIDEWALKS ARE NOT/VER EXISTING NOR PROPOSED WHERE WHEELCHAIR RAMP ACCESS IS REQUIRED, CONCRETE SIDEWALK SURFACE A 1/4" THICK SHALL BE INSTALLED TO PROVIDE ACCESS TO THE PEDESTRIAN PUSH BUTTONS.
7. THIS DESIGN SHOULD BE PREFERRED, IF STATE POSSESSIONS WATER REFUSE FROM TRAFFIC.
8. WHEN SITE RESTRICTIONS PREVENT A SLOPE OF 1":15", A SLOPE OF 1":12" WILL BE ALLOWED.

HANDICAP RAMP SECTION | A2

ARCHITECTURAL SITE PLAN | A3

1. 2 1/2" THICK, 9 1/2" x 13"-3" LONG CAST STONE CAP, SPECIAL ORDER FROM CSI TO MATCH STOCK MOLDINGS, SLOPE FROM CENTER LINE TO DRAIN.
2. 8" x 8" x 12" C.M.U. CUT DOWN TO 1" HEIGHT.
3. STOCK CAST STONE MODEL #M12, 5 1/2" THICK.
4. ROWLOCK BRICK COURSE, ALTERNATE EVERY OTHER BRICK, ALIGN WITH MOLDING, THEN RECESS 1 1/2".
5. AIR SPACE.
6. 8" x 8" x 12" C.M.U.
7. DUR-O-WAL LADDER REINFORCING EVERY OTHER COURSE.
8. 3" THICK CAST STONE SIGN PANEL.
9. #6 VERTICAL BARS TO TOP OF WALL @ 24" O.C.; GROUT FILL C.M.U. CELLS AT REBAR.
10. STOCK CAST STONE MODEL #M23A, 1 1/4" THICK.
11. 3 MATS, TOP AND BOTTOM, OF #3 BARS @ 15" O.C. EXTENDING INTO GRADE BEAM (TYP).
12. CONCRETE GRADE BEAM W/ 3-#6 BARS TOP AND BOTTOM CONT. WITH #3 TIES @ 18" O.C.
13. LIBRARY SIGN, ISSUED UNDER SEPARATE PERMIT
14. PAVEMENT STRIPPING, REFER TO CIVIL DRAWINGS.
15. HANDICAP PARKING SIGN, REFER TO DETAIL A1/A-101.
16. PROPOSED SIDEWALK, ALL NEW SIDEWALKS TO BE 5 FT. (TYP)
17. EXISTING SIDEWALK ALONG SIENNA SPRINGS BLVD.
18. CONCRETE DRIVEWAY, REFER TO CIVIL DRAWINGS.
19. PERIMETER CURB, REFER TO CIVIL DRAWINGS.
20. LANDSCAPING BED, REFER TO SHEETS L-101 & L-102
21. PER TREES AND SHRUBS, REFER TO LANDSCAPING DRAWINGS.
22. ROWLOCK BRICK COURSE (TYPICAL).
23. RUNNING BOND BRICK COURSE.
24. 30' BUILDING LINE PER CITY OF MISSOURI CITY.
25. 30 FEET HIGH FLAG POLE, REFER TO SPECS.
26. VERTICALLY MOUNTED HANDICAP SIGN, REFER TO DETAIL C4/A-101.
27. WHEEL STOP (ONE PER HANDICAP SPACE).
28. HANDICAP RAMP (PAINTED DARK GRAY, TYPICAL) REFER TO CIVIL DRAWINGS AND DETAILS A2 AND C3/A-101.
29. TEXTURED AND STAINED CONCRETE PAVING, 2'-0" x 2'-0" PATTERN.
30. PARKING SETBACK PER SIENNA PLANTATION & CITY OF MISSOURI CITY.
31. CONCRETE DRIVEWAY FOR CENTERPOINT ACCESS.

NOTES TO SHEET | A4

ELEVATIONS AT LIBRARY SIGN | A5

ISSUE LOG

NO.	DATE	DESCRIPTION
1	4-16-08	PERMIT COMMENTS
2	7-24-08	PERMIT COMMENTS
3	8-21-08	PERMIT COMMENTS
A	4-27-08	LANDOWNERS
A1	5-15-08	ADDENDUM #1
A2	5-28-08	ADDENDUM #2

M.E.P.: Healthy Resources Enterprise, Inc.
9009 N. Loop East, Suite 250
Houston, Texas 77029
Phone: (713) 675-6440

CIVIL: McDonough Engineering Corporation
5629 Schumacher
Houston, Texas 77057
Phone: (713) 975-9880

STRUCTURE: Jagmarie Engineering Corporation
11811 North Freeway, Suite 210
Houston, Texas 77060
Phone: (281) 999-3087

LANDSCAPING: Jerry Lucas, PA, RLA
STOA/Coleman/Bokalo Architects
8213 Skyline Drive
Houston, Texas 77057 - 7007

Fort Bend County
Sienna Branch Library

8411 SIENNA SPRINGS BLVD.
MISSOURI CITY, TEXAS

STOA/Coleman/Bokalo
ARCHITECTS
8213 Skyline Drive, Houston, Texas 77057 - 7007
TEL (713) 952-4784 FAX (713) 995-6765
E-mail: INFO@STOARCH.COM

9-25-08

SHEET TITLE: ARCHITECTURAL SITE PLAN AND DETAILS

SHEET No. A-101

DRAWN BY: V.M.C.
CHECKED BY: M.B.
DATE: SEPTEMBER 5, 2008 ISSUED FOR CONSTRUCTION

PROJECT No. 2003-003

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SIENNA PLANTATION MANAGEMENT DISTRICT

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ **Govt Unit** ☑ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
5635 NW CENTRAL DR #104E

Requester's name and address (optional)

City, state, and ZIP code
HOUSTON, TEXAS 77092

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AGENDA ITEM

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: March 12, 2009 | **Submitted By: Ann Werlein** | 12

Department: County Judge

Court Date: March 24, 2009 | **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 February 19, 2009 Board Meeting: Authorize payment of Invoice Number 23 totaling $21,407.26 for Final Design 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

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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:

- **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:

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.

Carter Burgess

911 Central Parkway North
Suite 425
San Antonio, TX 78232-5065
Phone 210 494.0088
Fax 210 494 4525
www c-b com

FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT No. 1
ATTN: PHYLLIS SMITH HERBST, CPA
P.O. BOX 858
ROSHARON, TEXAS 77583

INVOICE DATE: 2/9/2009
INVOICE #: CB700892-020909
PROJECT #: CB700892

INVOICE # 23

REFERENCE: PRELIMINARY ENGINEERING FOR FWSD #1 WATER AND SEWER SYSTEM

FOR PROFESSIONAL SERVICES RENDERED THRU: 1/30/2009

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	$ 21,407.26	$ 159,460.83	83.8%	$ 180,868.09
TOTAL	**$1,692,360.00**	**$ 21,407.26**	**$1,636,061.44**	**97.9%**	**$ 1,657,468.70**

LESS PREVIOUS INVOICES: $ 1,636,061.44

INVOICE AMOUNT: $21,407.26

JACOBS CARTER BURGESS APPROVAL:

David Dybala Jr., P.E., Project Manager — Date 02/06/09

Approval of Invoice:

FBCFWSD No.1, President — Date 02-19-09

Attest:

Secretary — Date 2-19-09

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 $144,399.39 for Final Design - $22,516.50 was deducted from the Property Ownership Research budget, $24,000 was deducted from the Property Acquisition budget, and $97,882.89 was deducted from the Geotechnical Investigation budget.

P.O.# 23401
Line #2
Receiver # 54558
3-24-09

Fort Bend County Fresh Water Supply District No. 1

March 9, 2009

COUNTY JUDGE
RECEIVED
MAR 10 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 #23 at their regular meeting held February 19, 2009 and recommend the approval and payment of said invoice to Commissioners Court.

We request that the attached Invoice #23 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

Carter Burgess

911 Central Parkway North
Suite 425
San Antonio, TX 78232-5065
Phone 210 494.0088
Fax 210 494 4525
www c-b com

FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT No. 1
ATTN: PHYLLIS SMITH HERBST, CPA
P.O. BOX 858
ROSHARON, TEXAS 77583

INVOICE DATE: 2/9/2009
INVOICE #: CB700892-020909
PROJECT #: CB700892

INVOICE # 23

REFERENCE: PRELIMINARY ENGINEERING FOR FWSD #1 WATER AND SEWER SYSTEM

FOR PROFESSIONAL SERVICES RENDERED THRU: 1/30/2009

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	$ 21,407.26	$ 159,460.83	83.8%	$ 180,868.09
TOTAL	**$1,692,360.00**	**$ 21,407.26**	**$1,636,061.44**	**97.9%**	**$ 1,657,468.70**

LESS PREVIOUS INVOICES: $ 1,636,061.44

INVOICE AMOUNT: $21,407.26

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 $71,380 in unused funds from this contract for final design - $11,380.00 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 $144,399.39 for Final Design - $22,516.50 was deducted from the Property Ownership Research budget, $24,000 was deducted from the Property Acquisition budget, and $97,882.89 was deducted from the Geotechnical Investigation budget.

JACOBS CARTER BURGESS APPROVAL:

David Dybala Jr., P.E., Project Manager — Date: 02/06/09

Approval of Invoice:

FBCFWSD No.1, President — Date: 02-19-09

Attest:

Secretary — Date: 2-19-09

P.O.# 23401
Line #2
Receiver # 54558
3-24-09

AGENDA ITEM
13 A, B

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

Date Submitted: 3-23-09

Court Agenda Date: 3-24-09

Submitted By: Robin Vrana, Admin. Assist.
Department: County Treasurer
Phone Number: 281-238-3225

SUMMARY OF ITEM:
Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated March 18, 2009 for an amount totaling $5,987.10 which $-0- is for construction work done on Section A of the Fort Bend Parkway, $3,703.35 for construction work done on Section B of the Fort Bend Parkway, $0.00 for construction work done on the Westpark Toll Road Section A, $1,306.25 for construction work done on Westpark Section B, $0.00 for Toll Bridge US-90A and FM359, $977.50 for construction work done on the Grand Parkway Segment D project, $0.00 for Trammel Fresno Study, and $-0- for construction work done on the Bridge over Brazos Segment. (800409888-64600).
Authorize payment of operations invoices in the amount of $ 133,915.76 for the Fort Bend Parkway, Section A & Westpark (810420100-63000)

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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- **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:

Authorize payment as indicated above.

Special Handling Requested (specify):

FORT BEND COUNTY
TOLL ROAD AUTHORITY

March 18, 2009

The Honorable Judge Bob Hebert
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

Re: Fort Bend County Toll Road Authority

Dear Judge Hebert:

The enclosed invoices for work performed by consultants and/or contractors for the Fort Bend County Toll Road Authority ("FBCTRA") have been reviewed by the FBCTRA Bill Review Committee. The **construction** invoices totaling $4,906.66 for the following projects were discussed by the FBCTRA Board of Directors and approved for payment.

$3,703.35	Fort Bend Parkway Section B
$1,306.25	Westpark, Section B
$977.50	Grand Parkway
$0.00	Richmond Toll Bridge
$0.00	Trammel Fresno Study
$0.00	Brazos Toll Bridge
$0.00	Fort Bend Parkway Section A
$0.00	Westpark Project Section A

We request that you place this item on the Fort Bend County Commissioners Court agenda for approval at the next regularly scheduled meeting. Please contact Pamela Logsdon at 713.934.9107 should you have any questions.

Very truly yours,

Chairman of the FBCTRA
Enclosures

P.O. Box 2789 Sugar Land, Texas 77487-2789 (281)242-9740
Fax (281)634-9406

FORT BEND COUNTY
TOLL ROAD AUTHORITY

March 18, 2009

The Honorable Judge Bob Hebert
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

Re: Fort Bend County Tollroad Authority

Dear Judge Hebert:

The enclosed invoices for work performed by consultants and/or contractors for the Fort Bend County Tollroad Authority ("FBCTRA") have been reviewed by the FBCTRA Bill Review Committee. The **operational** invoices totaling $133,915.76 for the Fort Bend Parkway Section A and Westpark Projects were discussed by the FBCTRA Board of Directors and approved for payment.

We request that you place this item on the Fort Bend County Commissioners Court agenda for approval at the next regularly scheduled meeting. Please contact Pamela Logsdon at 713.934.9107 should you have any questions.

Very truly yours,

Chairman of the FBCTRA

Enclosures

P.O. Box 2789 Sugar Land, Texas 77487-2789 (281)242-9740
Fax (281)634-9406

FORT BEND COUNTY TOLLROAD AUTHORITY
OPERATIONS -- PARKWAY SECTION A & WESTPARK
SUMMARY OF INVOICES FOR BOARD APPROVAL
March 18, 2009

PAYEE		REFERENCE/ INVOICE #	AMOUNT
ALLEN BOONE HUMPHRIES ROBINSON, LLP		31499	4,710.39
		31500	137.50
		31501	262.50
		FBT000-53-3	10,000.00
		31507	1,100.00
MICHAEL BAKER JR., INC.		754334	23,260.61
JIM CONDREY		18-Feb-09	150.00
HARRIS COUNTY TOLL ROAD AUTHORITY			
	OCT 2008	AE002041	26,976.91
		AE002042	2,439.73
		AE002043	23,797.49
THE DAVID HUNTER LAW FIRM			
LINEBARGER GOGGAN BLAIR & SAMPSON LLP		31-Jan-09	25,186.08
PAMELA M LOGSDON			
PROSPERITY BANK		31-Jan-09	69.55
CHARLES RENCHER			
MICHAEL E. STONE		101-08-90303	900.00
		101-04-90301	12,285.00
BOBBIE A TALLAS		18-Feb-09	150.00
CLIFF TERRELL		18-Feb-09	150.00
WJ INTEREST		28-Feb-09	1,890.00
JOE R ZIMMERMAN		18-Feb-09	450.00
TOTAL OPERATIONS -- PARKWAY SECTION A and WESTPARK			**133,915.76**

10-Mar-09

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.net

FT BEND CO TOLLROAD AUTH - OPERATIONS
REVENUES AND EXPENSES FROM TOLL OPERATIONS
October 2008 through January 2009

	TOTAL	1PARKWAY SEC.A	2WESTPARK	3ADMINISTRATIVE
Income				
4000 · TOLL COLLECTIONS				
4001 · TOLL COLLECTIONS - EZTAG	5,085,400.10	2,277,735.35	2,807,664.75	-
4005 · TOLL COLLECTIONS - VIOLATIONS	247,923.08	-	-	247,923.08
Total Income	**5,333,323.18**	**2,277,735.35**	**2,807,664.75**	**247,923.08**
Expense				
6000 · 1OPERATIONAL EXPENSES				
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	165,214.13	101,416.64	63,797.49	-
6026 · MAINTENANCE - OTHER	25,617.50	20,118.75	5,498.75	-
6030 · TOLL COLLECTION SERVICES[HCTRA]				
6031 · TOLL COLLECTIONS-EZ TAG	394,268.65	176,079.85	218,188.80	-
6035 · TOLL COLLECTIONS-VIOLATIONS	153,207.33	-	-	153,207.33
6039 · COLLECTION ATTORNEY	103,755.86	-	-	103,755.86
6040 · SECURITY & LAW ENFORCEMENT	133,773.92	56,886.96	76,886.96	-
6110 · ELECTRICITY	38,671.69	10,175.06	28,496.63	-
6910 · LATE FEES	18.40	18.40	-	-
6950 · SPECIAL PROJECTS				
6951 · EZ TAG CONVERT-PKWAY-ENG-CONST	11,988.00	11,988.00	-	-
6952 · LAKE OLYMPIA RAMP MODIFICATIONS	600.00	600.00	-	-
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	13,580.11	13,580.11	-	-
7000 · 3ADMINISTRATIVE EXPENSES				
7005 · DIRECTOR PER DIEMS	3,520.40	-	-	3,520.40
7020 · ACCOUNTING	6,935.50	-	-	6,935.50
7040 · BANK SERVICE CHARGES	258.25	-	-	258.25
7045 · TELEPHONE	118.81	-	-	118.81
7050 · LEGAL - GENERAL	13,165.46	1,775.75	-	11,389.71
7053 · LEGAL-LEGISLATIVE MATTERS	10,000.00	-	-	10,000.00
7057 · LEGAL-LITIGATION	756.20	-	-	756.20
7120 · MANAGEMENT	48,177.25	2,403.00	2,064.25	43,710.00
7122 · GIS SERVICES	23,260.61	-	-	23,260.61
Total Expense	**1,146,888.07**	**395,042.52**	**394,932.88**	**356,912.67**
Net Ordinary Income	**4,186,435.11**	**1,882,692.83**	**2,412,731.87**	**(108,989.59)**
DEBT SERVICE - INTEREST	**(2,242,174.36)**	**(1,043,915.34)**	**(1,198,259.02)**	**-**
Net Income	**1,944,260.75**	**838,777.49**	**1,214,472.85**	**(108,989.59)**

FT BEND CO TOLLROAD AUTH - OPERATIONS
BUDGET vs ACTUAL
October 2008 through January 2009

	1PARKWAY SEC.A		2WESTPARK		3ADMINISTRATIVE		TOTAL	
	Oct '08 - Jan 09	Budget	Oct '08 - Jan 09	Budget	Oct '08 - Jan 09	Budget	Oct '08 - Jan 09	Budget
Income								
4000 · TOLL COLLECTIONS								
4001 · TOLL COLLECTIONS - EZTAG	2,277,735.35	2,668,884.84	2,807,664.75	3,336,707.13	-		5,085,400.10	6,005,591.97
4005 · TOLL COLLECTIONS - VIOLATIONS	-		-		247,923.08	170,308.00	247,923.08	170,308.00
5999 · INTEREST INCOME	-		-		-	125,220.00	-	125,220.00
Total Income	**2,277,735.35**	**2,668,884.84**	**2,807,664.75**	**3,336,707.13**	**247,923.08**	**295,528.00**	**5,333,323.18**	**6,301,119.97**
Expense								
6000 · 1OPERATIONAL EXPENSES								
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	101,416.64	86,249.82	63,797.49	86,250.00	-		165,214.13	172,499.82
6020 · M & R - TOLL COLLECTION EQUIP	-	8,333.36	-	8,333.36	-		-	16,666.72
6026 · MAINTENANCE - OTHER	20,118.75		5,498.75		-		25,617.50	-
6030 · TOLL COLLECTION SERVICES[HCTRA]								
6031 · TOLL COLLECTIONS-EZ TAG	176,079.85	269,804.00	218,188.80	585,335.04	-		394,268.65	855,139.04
6035 · TOLL COLLECTIONS-VIOLATIONS	-		-		153,207.33	81,979.00	153,207.33	81,979.00
6039 · COLLECTION ATTORNEY	-		-		103,755.86	95,151.46	103,755.86	95,151.46
6040 · SECURITY & LAW ENFORCEMENT	56,886.96	68,345.00	76,886.96	68,345.00	-		133,773.92	136,690.00
6110 · ELECTRICITY	10,175.06	24,913.25	28,496.63	37,560.13	-		38,671.69	62,473.38
6910 · LATE FEES	18.40		-		-		18.40	-
6950 · SPECIAL PROJECTS								
6951 · EZ TAG CONVERT-PKWAY-ENG-CONST	11,988.00		-		-		11,988.00	-
6952 · LAKE OLYMPIA RAMP MODIFICATIONS	600.00		-		-		600.00	-
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	13,580.11	125,000.00	-		-		13,580.11	125,000.00
6958 · UNIVERSITY BRIDGE FEASIBILITY	-		-		-	55,000.00	-	55,000.00
Total 6000 · 1OPERATIONAL EXPENSES	390,863.77	582,645.43	392,868.63	785,823.53	256,963.19	232,130.46	1,040,695.59	1,600,599.42
7000 · 3ADMINISTRATIVE EXPENSES								
7005 · DIRECTOR PER DIEMS	-		-		3,520.40	3,000.00	3,520.40	3,000.00
7020 · ACCOUNTING	-		-		6,935.50	10,200.00	6,935.50	10,200.00
7040 · BANK SERVICE CHARGES	-		-		258.25	600.00	258.25	600.00
7045 · TELEPHONE	-		-		118.81		118.81	-
7050 · LEGAL - GENERAL	1,775.75		-		11,389.71	22,400.00	13,165.46	22,400.00
7053 · LEGAL-LEGISLATIVE MATTERS	-		-		10,000.00		10,000.00	-
7057 · LEGAL-LITIGATION	-		-		756.20		756.20	-
7110 · INSURANCE	-		-		-	5,000.00	-	5,000.00
7120 · MANAGEMENT	2,403.00	15,900.00	2,064.25	14,300.00	43,710.00	24,600.00	48,177.25	54,800.00
7122 · GIS SERVICES	-		-		23,260.61		23,260.61	-
7190 · CONTINGENCIES - ADMIN	-		-		-	83,333.36	-	83,333.36
Total Expense	**395,042.52**	**598,545.43**	**394,932.88**	**800,123.53**	**356,912.67**	**381,263.82**	**1,146,888.07**	**1,779,932.78**
Net Ordinary Income	**1,882,692.83**	**2,070,339.41**	**2,412,731.87**	**2,536,583.60**	**(108,989.59)**	**(85,735.82)**	**4,186,435.11**	**4,521,187.19**
DEBT SERVICE - INTEREST	**(1,043,915.34)**		**(1,198,259.02)**		**-**		**(2,242,174.36)**	**-**
Net Income	**838,777.49**	**2,070,339.41**	**1,214,472.85**	**2,536,583.60**	**(108,989.59)**	**(85,735.82)**	**1,944,260.75**	**4,521,187.19**

FT BEND CO TOLLROAD AUTH - OPERATIONS
FYE 2009 - BUDGET SUMMARY

	APPROVED 2009	PARKWAY 2009	WESTPARK 2009	ADMIN 2009
Income				
4000 · TOLL COLLECTIONS				
4001 · TOLL COLLECTIONS - EZTAG	18,017,388	8,007,266.55	10,010,121.04	
4003 · TOLL COLLECTIONS - CASH	0			
4005 · TOLL COLLECTIONS - VIOLATIONS	510,924			510,924.00
5999 · INTEREST INCOME	375,660			375,660.00
Total Income	**18,903,972**	**8,007,266.55**	**10,010,121.04**	**886,584.00**
	18,903,971.59			
Expense				
6009 · 1OPERATIONAL EXPENSES				
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	517,500	258,749.50	258,750.00	
6020 · M & R - TOLL COLLECTION EQUIP	50,000	25,000.00	25,000.00	
6030 · TOLL COLLECTION SERVICES[HCTRA]				
6031 · TOLL COLLECTIONS-EZ TAG	2,565,417	809,412.00	1,756,005.20	
6033 · TOLL COLLECTIONS-CASH	0			
6035 · TOLL COLLECTIONS-VIOLATIONS	245,937			245,937.00
6039 · COLLECTION ATTORNEY	285,455			285,454.50
6040 · SECURITY & LAW ENFORCEMENT	410,070	205,035.00	205,035.00	
6110 · ELECTRICITY	187,420	74,739.65	112,680.45	
Projects				
Lake Olympia Ramp Modifications	100,000	100,000.00		
Slope Paving Repairs @ 99/Westpark	50,000		50,000.00	
Hwy 6 Right Turn Lane	375,000	375,000.00		
University Bridge Feasibility Study	165,000			165,000.00
Parkway - Segment B (design / construction)	0			
ROW for future projects	0			
6910 · LATE FEES	0			
7000 · 3ADMINISTRATIVE EXPENSES				
7005 · DIRECTOR PER DIEMS	9,000			9,000.00
7020 · ACCOUNTING	30,600			30,600.00
7030 · ADVERTISING	0			-
7040 · BANK SERVICE CHARGES	1,800			1,800.00
7050 · LEGAL - GENERAL	67,200			67,200.00
7055 · LEGAL - TxDOT	0			
7110 · INSURANCE	15,000			15,000.00
7120 · MANAGEMENT	164,400	47,700.00	42,900.00	73,800.00
7130 · OFFICE RENT	0			
***** · GIS Services	75,000			75,000.00
7190 · CONTINGENCIES - ADMIN	250,000			250,000.00
Total Expense	**5,564,798**	**1,895,636.15**	**2,450,370.65**	**1,218,791.50**
	5,564,798			
Net Income - Available for Debt Service	**13,339,173**			
Debt Service				
Net Income				

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
January 31, 2009

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
EZTAG	43,858,091.20	(3,597,702.55)	40,260,388.65	298,209.60	71,914,445
CASH	6,072,073.70	(735,963.36)	5,336,110.34	---	9,199,542
VIOLATIONS	1,624,119.97	(889,522.59)	356,976.01	---	
	80,909.90	(80,909.90)	377,621.37		
TOTALS	**$51,635,194.77**	**($5,304,098.40)**	**$46,331,096.37**	**$298,209.60**	**81,113,987**
	0.00	0.00	0.00	0.00	0.00
FYE 2005	3,796,860.43	(335,096.77)	3,461,763.66	3,478.25	5,030,054
FYE 2006	11,284,990.94	(1,139,501.92)	10,145,489.02	19,585.75	17,880,376
FYE 2007	15,504,416.81	(1,664,631.90)	13,839,784.91	74,374.35	24,740,002.00
FYE 2008	15,715,563.41	(1,617,351.83)	14,098,211.58	136,694.90	25,587,275.00
FYE 2009	5,333,363.18	(547,515.98)	4,785,847.20	64,076.35	7,876,280.00
TOTALS	**$51,635,194.77**	**($5,304,098.40)**	**$46,331,096.37**	**$298,209.60**	**81,113,987**
	0.00	0.00	0.00	0.00	0.00

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
January 31, 2009

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Sep-07	1,320,312.24	(136,878.09)	1,183,434.15	8,804.00	2,136,300
Oct-07	1,473,736.91	(154,402.69)	1,319,334.22	10,114.45	2,372,681
Nov-07	1,341,690.80	(121,346.27)	1,220,344.53	10,541.50	2,192,155
Dec-07	1,339,117.71	(135,434.00)	1,203,683.71	10,501.75	2,170,342
Jan-08	1,378,359.69	(143,631.11)	1,234,728.58	10,591.35	2,222,082
Feb-08	1,368,533.10	(140,559.70)	1,227,973.40	10,269.75	2,225,716
Mar-08	1,435,463.04	(149,312.53)	1,286,150.51	12,106.75	2,345,398
Apr-08	1,420,293.59	(147,363.75)	1,272,929.84	11,732.55	2,365,325
May-08	1,439,307.82	(148,718.13)	1,290,589.69	12,596.80	2,385,564
Jun-08	1,351,422.34	(139,965.31)	1,211,457.03	12,990.50	2,221,580
Jul-08	1,269,407.51	(131,294.94)	1,138,112.57	12,636.50	2,058,390
Aug-08	1,236,480.83	(128,584.79)	1,107,896.04	14,903.50	1,990,566
Sep-08	661,750.07	(76,738.61)	585,011.46	7,709.50	1,037,476
Oct-08	1,371,050.66	(145,273.31)	1,225,777.35	15,605.75	2,151,944
Nov-08	1,198,471.11	(125,108.18)	1,073,362.93	14,911.25	1,870,749
Dec-08	1,274,555.46	(139,137.59)	1,135,417.87	15,895.75	1,965,579
Jan-09	1,489,285.95	(137,996.90)	1,351,289.05	17,663.60	1,888,008
TOTALS	**$51,635,194.77**	**($5,304,098.40)**	**$46,331,096.37**	**$298,209.60**	**81,113,987**

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A

January 31, 2009

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Aug-04	6,188.35	(796.18)	5,392.17	0.00	12,007
Sep-04	145,229.81	(18,895.05)	126,334.76	122.00	180,314
Oct-04	181,792.90	(22,482.29)	159,310.61	101.00	233,798
Nov-04	183,365.00	(24,701.31)	158,663.69	175.50	233,030
Dec-04	196,525.47	(26,064.28)	170,461.19	192.50	254,262
Jan-05	217,164.72	(27,920.97)	189,243.75	224.75	279,691
Feb-05	217,073.06	(31,645.86)	185,427.20	137.00	275,492
Mar-05	260,409.40	(33,571.05)	226,838.35	152.50	333,231
Apr-05	281,019.27	(32,401.86)	248,617.41	186.00	362,023
May-05	314,452.30	(48,043.97)	266,408.33	214.75	392,814
Jun-05	326,378.02	(39,857.22)	286,520.80	189.25	403,226
Jul-05	316,080.78	(39,132.50)	276,948.28	266.50	394,587
Aug-05	565,524.51	(93,368.58)	472,155.93	663.50	847,434
Sep-05	530,917.94	(89,493.66)	441,424.28	853.00	828,145
REFUND-LETTER FEE	**54,738.90**	**193,278.01**	**248,016.91**	----	----
Oct-05	757,979.26	(128,656.84)	629,322.42	921.25	1,200,086
Nov-05	751,937.42	(123,517.46)	628,419.96	1,154.50	1,187,547
REFUND-LETTER FEE	**26,171.00**	**103,433.46**	**129,604.46**	----	----
Dec-05	791,502.14	(78,022.96)	713,479.18	1,296.00	1,255,506
Jan-06	849,028.46	(83,681.60)	765,346.86	1,291.75	1,336,357
Feb-06	821,234.09	(79,614.30)	741,619.79	1,250.50	1,311,867
Mar-06	980,824.49	(96,100.27)	884,724.22	1,572.25	1,555,179
Apr-06	968,163.32	(97,032.15)	871,131.17	1,488.50	1,552,652
May-06	1,042,880.53	(105,867.95)	937,012.58	1,460.25	1,658,529
Jun-06	1,030,227.61	(107,283.64)	922,943.97	1,762.50	1,631,165
Jul-06	1,005,198.42	(106,097.10)	899,101.32	1,663.00	1,584,323
Aug-06	1,150,678.63	(119,901.71)	1,030,776.92	3,066.50	1,834,102
Sep-06	1,109,165.57	(117,159.40)	992,006.17	2,658.75	1,773,063
Oct-06	1,206,506.64	(125,497.12)	1,081,009.52	2,897.75	1,930,183
Nov-06	1,174,350.41	(124,795.13)	1,049,555.28	3,705.25	1,871,241
Dec-06	1,180,866.42	(128,637.62)	1,052,228.80	4,425.75	1,877,783
Jan-07	1,212,137.51	(129,755.31)	1,082,382.20	4,264.75	1,917,767
Feb-07	1,230,956.48	(133,828.83)	1,097,127.65	4,881.75	1,928,823
Mar-07	1,402,304.21	(150,356.22)	1,251,947.99	6,842.25	2,237,536
Apr-07	1,341,818.44	(145,446.38)	1,196,372.06	6,445.05	2,132,644
May-07	1,388,351.44	(154,356.33)	1,233,995.11	6,990.25	2,220,698
Jun-07	1,319,289.61	(143,302.64)	1,175,986.97	7,871.50	2,114,107
Jul-07	1,286,594.18	(134,906.46)	1,151,687.72	8,031.05	2,070,193
Aug-07	1,440,929.23	(156,871.77)	1,284,057.46	9,215.00	2,302,727

FORT BEND COUNTY TOLLROAD AUTHORITY

DEBT SERVICE PAYMENTS

F:\1CLIENT FILES\FT BEND CO TOLLROAD AUTH\DEBT SERVICE PMT SUM.xls
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FYE OCT 1-SEPT 30	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN	INT	TOTAL
~~2004 PAID~~		~~4,083,648.61~~	~~4,083,648.61~~					~~4,083,648.61~~	~~4,083,648.61~~
~~2005 PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~4,798,241.67~~	~~4,798,241.67~~		~~7,952,991.67~~	~~7,952,991.67~~
~~2006 PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
~~2007 PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
~~2008 PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
2009		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2010		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2011	1,000,000.00	3,134,750.00	4,134,750.00	400,000.00	3,590,681.26	3,990,681.26	1,400,000.00	6,725,431.26	8,125,431.26
2012	1,000,000.00	3,094,750.00	4,094,750.00	645,000.00	3,570,990.63	4,215,990.63	1,645,000.00	6,665,740.63	8,310,740.63
2013	1,000,000.00	3,054,750.00	4,054,750.00	900,000.00	3,541,300.00	4,441,300.00	1,900,000.00	6,596,050.00	8,496,050.00
2014	1,145,000.00	3,006,125.00	4,151,125.00	1,200,000.00	3,493,300.00	4,693,300.00	2,345,000.00	6,499,425.00	8,844,425.00
2015	1,300,000.00	2,945,000.00	4,245,000.00	1,520,000.00	3,425,300.00	4,945,300.00	2,820,000.00	6,370,300.00	9,190,300.00
2016	1,600,000.00	2,872,500.00	4,472,500.00	1,930,000.00	3,336,637.50	5,266,637.50	3,530,000.00	6,209,137.50	9,739,137.50
2017	1,850,000.00	2,786,250.00	4,636,250.00	2,390,000.00	3,223,237.50	5,613,237.50	4,240,000.00	6,009,487.50	10,249,487.50
2018	2,150,000.00	2,686,250.00	4,836,250.00	2,900,000.00	3,088,000.00	5,988,000.00	5,050,000.00	5,774,250.00	10,824,250.00
2019	2,500,000.00	2,570,000.00	5,070,000.00	3,050,000.00	2,939,250.00	5,989,250.00	5,550,000.00	5,509,250.00	11,059,250.00
2020	2,800,000.00	2,437,500.00	5,237,500.00	3,200,000.00	2,783,000.00	5,983,000.00	6,000,000.00	5,220,500.00	11,220,500.00
2021	2,950,000.00	2,293,750.00	5,243,750.00	3,370,000.00	2,618,750.00	5,988,750.00	6,320,000.00	4,912,500.00	11,232,500.00
2022	3,100,000.00	2,142,500.00	5,242,500.00	3,550,000.00	2,445,750.00	5,995,750.00	6,650,000.00	4,588,250.00	11,238,250.00
2023	3,250,000.00	1,983,750.00	5,233,750.00	3,725,000.00	2,263,875.00	5,988,875.00	6,975,000.00	4,247,625.00	11,222,625.00
2024	3,450,000.00	1,816,250.00	5,266,250.00	3,915,000.00	2,072,875.00	5,987,875.00	7,365,000.00	3,889,125.00	11,254,125.00
2025	3,600,000.00	1,640,000.00	5,240,000.00	4,120,000.00	1,872,000.00	5,992,000.00	7,720,000.00	3,512,000.00	11,232,000.00
2026	3,800,000.00	1,455,000.00	5,255,000.00	4,330,000.00	1,660,750.00	5,990,750.00	8,130,000.00	3,115,750.00	11,245,750.00
2027	4,000,000.00	1,260,000.00	5,260,000.00	4,550,000.00	1,438,750.00	5,988,750.00	8,550,000.00	2,698,750.00	11,248,750.00
2028	4,200,000.00	1,055,000.00	5,255,000.00	4,780,000.00	1,205,500.00	5,985,500.00	8,980,000.00	2,260,500.00	11,240,500.00
2029	4,400,000.00	840,000.00	5,240,000.00	5,030,000.00	960,250.00	5,990,250.00	9,430,000.00	1,800,250.00	11,230,250.00
2030	4,650,000.00	613,750.00	5,263,750.00	5,290,000.00	702,250.00	5,992,250.00	9,940,000.00	1,316,000.00	11,256,000.00
2031	4,850,000.00	376,250.00	5,226,250.00	5,560,000.00	431,000.00	5,991,000.00	10,410,000.00	807,250.00	11,217,250.00
2032	5,100,000.00	127,500.00	5,227,500.00	5,840,000.00	146,000.00	5,986,000.00	10,940,000.00	273,500.00	11,213,500.00
TOTALS	**63,695,000**	**67,203,773.61**	**130,898,773.61**	**72,195,000**	**73,601,094.86**	**145,796,094.86**	**135,890,000.00**	**140,804,868.47**	**276,694,868.47**
		x-foot---->	130,898,774		x-foot---->	145,796,095		x-foot---->	276,694,868
		Diff---->	0.00		Diff---->	0.00		Diff---->	0.00

OVERALL AVERAGES	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	29			28					
YRLY AVG	2,196,379.31	2,317,371.50	4,513,750.81	2,578,392.86	2,628,610.53	5,207,003.39			$ 9,720,754.20
MOTHLY AVG	$ 183,031.61	$ 193,114.29	$ 376,145.90	$ 214,866.07	$ 219,050.88	$ 433,916.95	$ 397,897.68	$ 412,165.17	$ 810,062.85

AVERAGES 2011 - 2032	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	22								
TOTAL PMT 2011-2032	63,695,000	44,191,625	107,886,625	72,195,000	50,809,447	123,004,447	$ 135,890,000.00	$ 95,001,071.89	$ 230,891,071.89
YRLY AVG	$ 2,895,227.27	$ 2,008,710.23	$ 4,903,937.50	$ 3,281,590.91	$ 2,309,520.31	$ 5,591,111.22	$ 6,176,818.18	$ 4,318,230.54	$ 10,495,048.72
MOTHLY AVG	$ 241,268.94	$ 167,392.52	$ 408,661.46	$ 273,465.91	$ 192,460.03	$ 465,925.94	$ 514,734.85	$ 359,852.55	$ 874,587.39

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
March 18, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
MICHAEL BAKER, JR., INC.			
GIS SERVICES	LUMP SUM	$75,000	September 19, 2007
BROWN & GAY			
Engineering for Lane Closure at Main Lane Toll Plaza-Parkway A		$2,500	March 21, 2007
Engineering for traffic control design to convert Parkway A to electronic tolling		$17,846	December 19, 2007
Construction Inspection Parkway A Conversion to EZ Tag		$7,980	March 19, 2008
Annual System Inspection and Report [Roadway, Bridges and Buildings]			March 19, 2008
9331.00 Parkway A [43%]		$9,331	
Weatpark A [57%]		$12,369	
CARTER & BURGESS, INC.			March 19, 2008
Right Turn Lane SH6 westbound to Parkway A Northboun	LUMP SUM	$52,348	
CONSTABLE PRECENT 4, FORT BEND COUNTY			
PARKWAY & WESTPARK - Three Sheriff's Car to Patrol Five days a Week, Eight hours a Day	OCT 1,2008-SEP 30,2009	$341,321.58	24-Sep-08
CRAIG & HEIDT, INC.			
Remove a driveway - Parkway Section A		$14,620.00	24-Sep-08
DIRECTOR FEE COMPENSATION	EFFECTIVE MARCH 1, 2006	$150 per day	Feb 15,2006
ETC			
Additional Toll Equipment		$72,321	March 21, 2007
HARRIS COUNTY			
[1] Toll Operations and Maintenance and Toll Collection System [cost-various] *Harris Co. will operate & maintain Ft. Bend Co.'s section*			Aug.20,2003
[2] JORGENSEN - Maintenance Contract [Routine maintenance, service calls, mowing, incident response] Bill Jameson to approve work orders. Cost to be deducted from monthly toll revenue			Aug. 18, 2004
[3] JOINT CONSTRUCTION ,MAINTENANCE & OPERATION OF WESTPARK EXTENSION			Apr 20,2005
H-GAC ENERGY PURCHASING CORPORATION			February 21, 2007
Negotiate the purchase of electricity			
DAVID HUNTER			
ADMINISTRATIVE HEARING JUDGE		$500/Hearing	Mar 16,2005
JERDON ENTERPRISE, LP			
Median @ Chasewood Drive - Parkway A - Construction		$49,440	March 19, 2008
EZ Tag Coversion - Parkway A-Operations		190,800	
Change Order #1 - Parkway A-Operations		4,035	September 24, 2008
		$ 244,275.00	**FINAL**

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
March 18, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP			
Toll Violation Collection Services			Jul. 21,2004
$50.00 LETTER FEE - 31 days after $15 letter fee			Feb. 20, 2008
$25.00 CITATION - Issued for Administrative Hearing			
$50.00 Account Prosecuted at Admin. Hearing			
MARION MONTGOMERY, INC.			
Web Site Setup and Management		7,735.00	Mar 17,2004
Public Outreach EZ Tag Conversion Parkway A	Not to Exceed	15,000.00	16-Mar-08
MICHAEL E. STONE, PMP dba PROFESSIONAL PROJECT MANAGEMENT SERVICES			
Operations Manager		$ 135,600 per year	May 31, 2006
M Stone - 16 hours per month @$150/hour			
C Essex - 20 hours per week @ $75/hour			
Staff FBCTRA Office - 24 hours per month @ $45/hour			
ORDER ESTABLISHING TOLL RATE SCHEDULE & SPEED LIMIT			Jul. 21,2004
TERRA SERVICES		$265 per month	Mar 16,2005
TRANS CORE, LP			
Violation Enforcement Equipment - EZ Tag Conversion		$34,737	May 21, 2008
TOLL VIOLATION HEARING FEE		$265 per month	Mar 16,2005
FORT BEND COUNTY MUD NO. 50			
Storm Sewer Easement for the Westpark Corridor			Oct. 19,2005

DEBT SERVICE SCHEDULE

SEMI-ANNUAL INTEREST PAYMENTS DUE	- MARCH 1	$1,577,375.00	PARKWAY SEC. A
THROUGH SEPTEMBER 1, 2010	$3,376,715.63	$1,799,340.63	WESTPARK
	- SEPTEMBER 1	$1,577,375.00	PARKWAY SEC. A
	$3,376,715.63	$1,799,340.63	WESTPARK

FORT BEND COUNTY TOLLROAD AUTHORITY

SUMMARY OF INVOICES FOR BOARD APPROVAL -- CONSTRUCTION

March 18, 2009

PAYEE	INVOICE #	GRAND TOTAL	PARKWAY SEC. B #01	WESTPARK SEC. B #02	GRAND PARKWAY #03	RICHMOND TOLL BRIDGE #04	TRAMMEL FRESNO STUDY #05	BRIDGE OVER BRAZOS #06	PARKWAY SEC. A	WESTPARK SEC. A
ALLEN BOONE HUMPHRIES ROBINSON	31502	4,077.10			437.50					
	31503		241.25							
	31504		1,713.35							
	31505		378.75							
	31506			1,306.25						
BROWN & GAY ENGINEERS, INC.		0.00								
JERDON ENTERPRISE, LP		0.00								
LJA ENGINEERING & SURVEYING, INC.		0.00								
PAMELA M. LOGSDON, CPA		0.00								
ME STONE dba PROFESSIONAL PROJECT MANAGEMEN		1,050.00								
	101-07-90302		1,050.00							
WJ INTEREST	28-Feb-09	860.00	320.00		540.00					
TOTALS		**$5,987.10**	**$3,703.35**	**$1,306.25**	**$977.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

PAMELA M LOGSDON
Certified Public Accountant
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092

FT BEND CO TOLLROAD AUTH - CONSTRUCTION
PARKWAY SECTION B [#01] - ACTUAL vs BUDGET
December 1, 2004 through March 18, 2009

	01PARKWAY SECTION B			
	Dec 1, '04 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
401000 · ENGINEERING-PARKWAY SEC. B				
401001 · FEASIBILITY STUDY-B&G	24,273.90	24,273.90	0.00	100.0%
401003 · FEASIBILITY STUDY-PBS&J	48,000.00	48,000.00	0.00	100.0%
401005 · R-O-W SURVEYS & MAPS-B&G	94,255.00	94,295.00	-40.00	100.0%
401010 · REALIGN KINIGHT RD[NEW QUEST]				
401011 · NEW QUEST REIMBURSEMENT	0.00	-30,000.00	30,000.00	0.0%
401013 · REVIEW DRIVEWAY ALIGNMENT-B&G	0.00	30,000.00	-30,000.00	0.0%
401015 · LEGAL-NEW QUEST	5,101.25			
Total 401010 · REALIGN KINIGHT RD[NEW QUEST]	5,101.25	0.00	5,101.25	100.0%
401101 · DESIGN-PARKWAY B-B&G	529,925.54	1,000,000.00	-470,074.46	53.0%
401102 · DESIGN-SEC B-PMT SIENNA-JOHNSON	-529,925.54	-1,000,000.00	470,074.46	53.0%
Total 401000 · ENGINEERING-PARKWAY SEC. B	171,630.15	166,568.90	5,061.25	103.0%
Total 400000 · ENGINEERING	171,630.15	166,568.90	5,061.25	103.0%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	46,935.26			
500003 · APPRAISALS	44,900.00	25,000.00	19,900.00	179.6%
500005 · TITLE FEES	0.00	275,000.00	-275,000.00	0.0%
500007 · SURVEYING and MAPPING	0.00	90,000.00	-90,000.00	0.0%
500020 · LAND ACQUSITION	0.00	1,500,000.00	-1,500,000.00	0.0%
500025 · PROPERTY TAXES	11.72			
500999 · CONTINGENCY	0.00	50,000.00	-50,000.00	0.0%
500000 · RIGHT-OF-WAY ACQUISITION - Other	343.75			
Total 500000 · RIGHT-OF-WAY ACQUISITION	92,190.73	1,940,000.00	-1,847,809.27	4.8%
600000 · CONSTRUCTION				
601000 · PARKWAY B CONSTRUCTION				
601020 · TOWN CENTER EXT[NewQ]-D GREENE	1,106,146.49	1,107,697.83	-1,551.34	99.9%
601029 · PMTS-NEW QUEST PROP	-1,106,146.49	-1,107,697.83	1,551.34	99.9%
Total 601000 · PARKWAY B CONSTRUCTION	0.00	0.00	0.00	0.0%
Total 600000 · CONSTRUCTION	0.00	0.00	0.00	0.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	27,298.75			
800015 · PROJECT MANAGEMENT	5,832.50			
800030 · LEGAL - GENERAL	4,604.45			
800033 · LEGAL - CONSTRUCTION	3,677.50			
800035 · LEGAL - OTHER	1,547.50			
800040 · ACCOUNTING FEES	6,054.25			
800900 · OPERATING COST	0.00	25,000.00	-25,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	49,014.95	25,000.00	24,014.95	196.1%
900000 · CONTINGENCIES	0.00	163,731.10	-163,731.10	0.0%
Total Expense	312,835.83	2,295,300.00	-1,982,464.17	13.6%
Net Ordinary Income	-312,835.83	-2,295,300.00	1,982,464.17	13.6%
Net Income	**-312,835.83**	**-2,295,300.00**	**1,982,464.17**	**13.6%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
WESTPARK SECTION B [#02] - ACTUAL vs BUDGET
March 1, 2006 through March 18, 2009

	02WESTPARK-SECTION B			
	Mar 1, '06 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
402000 · ENGINEERING-WESTPARK-SEC.B				
402007 · TRAFFIC & REVENUE STUDY-W SMITH	38,000.00	38,000.00	0.00	100.0%
402009 · ECONOMIC FEASIBILITY ANALYSIS	18,772.88	5,000.00	13,772.88	375.5%
402013 · SCHEMATIC PLAN & COST STUDY-LJA	48,360.07	75,000.00	-26,639.93	64.5%
402099 · OTHER ENGINEERING	2,887.40			
Total 402000 · ENGINEERING-WESTPARK-SEC.B	108,020.35	118,000.00	-9,979.65	91.5%
Total 400000 · ENGINEERING	108,020.35	118,000.00	-9,979.65	91.5%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	14,861.47			
500003 · APPRAISALS	2,500.00			
Total 500000 · RIGHT-OF-WAY ACQUISITION	17,361.47			
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	19,583.00	10,000.00	9,583.00	195.8%
800030 · LEGAL - GENERAL	5,315.10	10,000.00	-4,684.90	53.2%
800033 · LEGAL - CONSTRUCTION	3,746.25			
800040 · ACCOUNTING FEES	3,547.67			
800999 · MISCELLANEOUS	0.00	5,000.00	-5,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	32,192.02	25,000.00	7,192.02	128.8%
900000 · CONTINGENCIES	0.00	44,000.00	-44,000.00	0.0%
Total Expense	157,573.84	187,000.00	-29,426.16	84.3%
Net Ordinary Income	-157,573.84	-187,000.00	29,426.16	84.3%
Net Income	**-157,573.84**	**-187,000.00**	**29,426.16**	**84.3%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
GRAND PARKWAY [#03] - ACTUAL vs BUDGET
January 1, 2005 through March 18, 2009

	03GRAND PARKWAY			
	Jan 1, '05 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
403000 · ENGINEERING-GRAND PARKWAY				
403001 · FEASIBILITY STUDY-TC&B	72,789.00	72,789.00	0.00	100.0%
403007 · TRAFFIC & REVENUE STUDY-W SMITH	19,865.00	19,865.00	0.00	100.0%
Total 403000 · ENGINEERING-GRAND PARKWAY	92,654.00	92,654.00	0.00	100.0%
Total 400000 · ENGINEERING	92,654.00	92,654.00	0.00	100.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	58,782.75	25,000.00	33,782.75	235.1%
800030 · LEGAL - GENERAL	41,174.26	25,000.00	16,174.26	164.7%
800033 · LEGAL - CONSTRUCTION	1,643.75			
Total 800000 · ADMINISTRATIVE COST	101,600.76	50,000.00	51,600.76	203.2%
900000 · CONTINGENCIES	0.00	64,692.00	-64,692.00	0.0%
Total Expense	194,254.76	207,346.00	-13,091.24	93.7%
Net Ordinary Income	-194,254.76	-207,346.00	13,091.24	93.7%
Net Income	**-194,254.76**	**-207,346.00**	**13,091.24**	**93.7%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE US 90A & FM 359 [#04] - ACTUAL vs BUDGET
March 1, 2006 through March 18, 2009

	04RICHMOND TOLL BRIDGE			
	Mar 1, '06 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
404000 · ENGINEERING-RICHMOND TOLL BRIDG				
404007 · TRAFFIC & REVENUE-ETSI	18,538.05	18,920.00	-381.95	98.0%
404011 · PRELININARY ENGINEERING-A&F	16,300.00	24,850.00	-8,550.00	65.6%
404015 · ENGINEERING & TRAFFIC STUDY-B&G	8,550.00	8,550.00	0.00	100.0%
Total 404000 · ENGINEERING-RICHMOND TOLL BRIDG	43,388.05	52,320.00	-8,931.95	82.9%
Total 400000 · ENGINEERING	43,388.05	52,320.00	-8,931.95	82.9%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	4,046.00	10,000.00	-5,954.00	40.5%
800015 · PROJECT MANAGEMENT	4,252.50	2,000.00	2,252.50	212.6%
800030 · LEGAL - GENERAL	872.50	15,680.00	-14,807.50	5.6%
Total 800000 · ADMINISTRATIVE COST	9,171.00	27,680.00	-18,509.00	33.1%
900000 · CONTINGENCIES	0.00	6,230.00	-6,230.00	0.0%
Total Expense	52,559.05	86,230.00	-33,670.95	61.0%
Net Ordinary Income	-52,559.05	-86,230.00	33,670.95	61.0%
Net Income	**-52,559.05**	**-86,230.00**	**33,670.95**	**61.0%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TRAMMEL FRESNO CONNECTION STUDY [#05] - ACTUAL vs BUDGET
June 1, 2006 through March 18, 2009

	05TRAMMEL FRESNO CONNECT. STUDY			
	Jun 1, '06 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
405000 · ENGINEERING - TRAMMEL FRESNO				
405001 · ENGINEERING STUDY-LJA	22,228.77	22,150.99	77.78	100.4%
405007 · TRAFFICE ANALYSIS	0.00	2,500.00	-2,500.00	0.0%
Total 405000 · ENGINEERING - TRAMMEL FRESNO	22,228.77	24,650.99	-2,422.22	90.2%
Total 400000 · ENGINEERING	22,228.77	24,650.99	-2,422.22	90.2%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	913.00	1,250.00	-337.00	73.0%
800030 · LEGAL - GENERAL	520.00	1,250.00	-730.00	41.6%
800035 · LEGAL - OTHER	1,883.75			
Total 800000 · ADMINISTRATIVE COST	3,316.75	2,500.00	816.75	132.7%
900000 · CONTINGENCIES	0.00	2,849.01	-2,849.01	0.0%
Total Expense	25,545.52	30,000.00	-4,454.48	85.2%
Net Ordinary Income	-25,545.52	-30,000.00	4,454.48	85.2%
Net Income	**-25,545.52**	**-30,000.00**	**4,454.48**	**85.2%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE OVER BRAZOS RIVER [#06] - ACTUAL vs BUDGET
July 1, 2008 through March 18, 2009

	06BRIDGE-BRAZOS RIVER			
	Jul 1, '08 - Mar 18, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	3,598.50			
800015 · PROJECT MANAGEMENT	2,070.00			
800033 · LEGAL - CONSTRUCTION	210.00			
800035 · LEGAL - OTHER	175.00			
Total 800000 · ADMINISTRATIVE COST	6,053.50			
Total Expense	6,053.50			
Net Ordinary Income	-6,053.50			
Net Income	-6,053.50			

FORT BEND COUNTY TOLLROAD AUTHORITY
COMPLETED PROJECTS
March 18, 2009

	REVISED BUDGET [C]	COST TO DATE [D]	UNDER(OVER) [C] - [D] =[E] [E]	
FORT BEND PARKWAY SECTION A				
I. GEC & PRELIMINARY ENGINEERING	3,086,189	3,068,460	17,729	FINAL
II. FINAL DESIGN ENGINEERING	4,764,960	4,691,915	73,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	4,558,109	4,181,121	376,988	FINAL
IV. UPDATE TRAFFIC & REVENUE STUDY	165,891	165,891	-	FINAL
V. CONSTRUCTION PHASE				
COMPLETED CONSTRUCTION PROJECTS	48,154,967	47,143,824	1,011,143	FINAL
CHASEWOOD MEDIAN-JERDON	49,440	49,440	-	FINAL
TxDOT PROJECTS - BELTWAY 8	(5,000,000)	(3,839,138) [1]	(1,160,862)	FINAL
VI. TECHNICAL SUPPORT SERVICES TO AUTHORITY	575,787	118,490	457,297	FINAL
VII. AUTHORITY OPERATING COSTS	922,042	718,409	203,633	FINAL
VIII. CONTINGENCIES	1,139,252	1,363,421	(224,169)	FINAL
TOTAL PARKWAY SECTION A PROJECT	**$ 58,416,637**	**$ 57,661,833**	**$ 754,804**	
WESTPARK SECTION A				
I. GEC & PRELIMINARY ENGINEERING	6,485,639	6,468,265	17,374	FINAL
II. FINAL DESIGN ENGINEERING	4,216,764	4,215,719	1,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	1,837,000	398,045	1,438,955	FINAL
V. CONSTRUCTION				
COMPLETED CONSTRUCTION PROJECTS	54,023,186	50,568,853	3,454,333	FINAL
HCTRA REIMBURSEMENT-CONTRACT D U-TURN	(50,000)	-	(50,000)	**PENDING**
VII OPERATING COSTS	300,000	290,655	9,345	FINAL
VII CONTINGENCIES	(2,932,927)	65,567	(2,998,494)	FINAL
TOTAL WESTPARK SECTION A PROJECT	**$ 63,879,662**	**$ 62,007,104**	**$ 1,872,558**	

[1] Based on message received from Ft. Bend County Auditors office

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
March 18, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
FORT BEND PARKWAY SECTION A			
JERDON ENTERPRISE, LP			Approved FBCTRA
Median Opening at Chasewood Drive [BG #]		$49,440	19-Mar-08
EZ Tag Conversion - Parkway A-Operations		$190,800	**FINAL-Oct 15,2008**
FORT BEND PARKWAY SECTION B			
DESIGN PHASE - SECTION B		$2,595,000	Approved FBCTRA
Approved report from Brown & Gay and forwarded to	Plus 10% Contingency of	259,500	Oct. 20,2004
Fort Bend County Commissioner Court for allocation of funds		$2,854,500	
BROWN & GAY ENGINEERS, INC.			Approved FBCTRA
FEASIBILITY ANALYSIS	LUMP SUM	$24,273.90	JAN 19,2005
ROW SURVEYS & MAPS	LUMP SUM	$88,995.00	JAN 18,2006
ADDITIONAL R-O-W SURVEYS		$5,300.00	AUG 16,2006
		$94,295.00	
KNIGHT ROAD-Review Driveway Plan Alignment [REIMBURSEMENT BY NEW QUEST]	NOT TO EXCEED	$30,000.00	AUG 16,2006
DESIGN SERVICES - PARKWAY SECTION B [TO BE PAID DIRECTLY BY SIENNA-JOHNSON AFTER APPROVED BY THE AUTHORITY]	NOT TO EXCEED	$953,275.62	February 20, 2008
DURWOOD GREENE CONSTRUCTION, LP	[A]		
Parkway Section B Extension at Town Center-New Quest [BG # NWQ05-50] [TO BE PAID DIRECTLY BY NEW QUEST]		$1,107,697.83	
FORT BEND COUNTY			Approved FBCTRA
ADVANCE FUNDS FOR R-O-W ACQUISITION		$1,940,000.00	DEC 21, 2005
FOX & BUBELA			Approved FBCTRA
APPRAISAL SERVICES ON EACH OF THE PARCELS		$25,000.00	JAN 19,2005
NEW QUEST PROPERTIES & CITY OF MISSOURI CITY	[A]		Approved FBCTRA
Developer agrees to provide sufficient funds as such become due for all construction costs for road improvements			Aug.16,2006
County shall reimburse the developer ...from ...bonds issued for the ...constructing Parkway Project B			
PBS&J			Approved FBCTRA
FEASIBILITY ANALYSIS	NOT TO EXCEED	$48,000.00	FEB 16, 2005
SIENNA-JOHNSON DEVELOPMENT			Approved FBCTRA
PAYMENT FOR BROWN & GAY DESIGN SERVICE FOR PARKWAY SECTION B		($1,000,000.00)	February 20, 2008
WESTPARK SECTION B			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Engineering Study	Not to Exceed	$75,000.00	April 19,2006
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$38,000.00	April 19,2006

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
March 18, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
GRAND PARKWAY CORRIDOR			
PRELIMINARY FEASIBILITY STUDY		$110,000	Approved FBCTRA
Approved report from Turner, Collie & Braden and forwarded to Fort Bend County Commissioner Court for allocation of funds	Plus 10% Contingency of $11,000		Oct. 20,2004
TURNER, COLLIE & BRADEN, INC. [TC&B]			Approved FBCTRA
Engineering Feasibility Study - Segment D	Not to Exceed	$72,789.00	Mar 16,2005
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Lump Sum	$19,865.00	Mar 16,2005
TOLL BRIDGE US-90A and FM 359			
AGUIRRE & FIELDS LP			Approved FBCTRA
Engineering Services	Not to Exceed	$24,850.00	April 19,2006
ERGONOMIC TRANSPORTATION SOLUTIONS, INC.			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$18,920.26	April 19,2006
REPORT FORWARDED TO FORT BEND COUNTY - AUGUST 16, 2006			
FM 723			
PRELIMINARY FEASIBILITY STUDY			Approved FBCTRA
Approved report from Carter & Burgess and forwarded to Ft Bend County for allocation of funds			Oct. 20,2004
TRAMMEL-FRESNO STUDY			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Preliminary Feasibility Schematic Design; Construction cost estimates	LUMP SUM	$22,150.99	AUG 16,2006
180 calendar days [AINBINDER]			
TOLL BRIDGE ACROSS THE BRAZOS RIVER at UNIVERSITY BOULEVARD			
FORT BEND COUNTY			
Ft Bend county transferred project to the Authority			22-Jul-08
KBR			
Feasibility Study			Transferred from Ft Bend County - 7/22/2008

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 March 24, 2009

Consent Agenda:

1. Authorize advertising for bids/proposals/statements of qualifications for the following:

   a. Chiller replacement at Fulshear Branch Library. 14A1
   b. Painting of exterior of Fulshear Branch Library and Missouri City Branch Library. 14A2
   c. Design/Build to construct the Medic One Building. 14A3

2. Approve the Schematic Design and Authorize Bids for the construction of the Pct 3 Service Center. 14B

Regular Agenda:

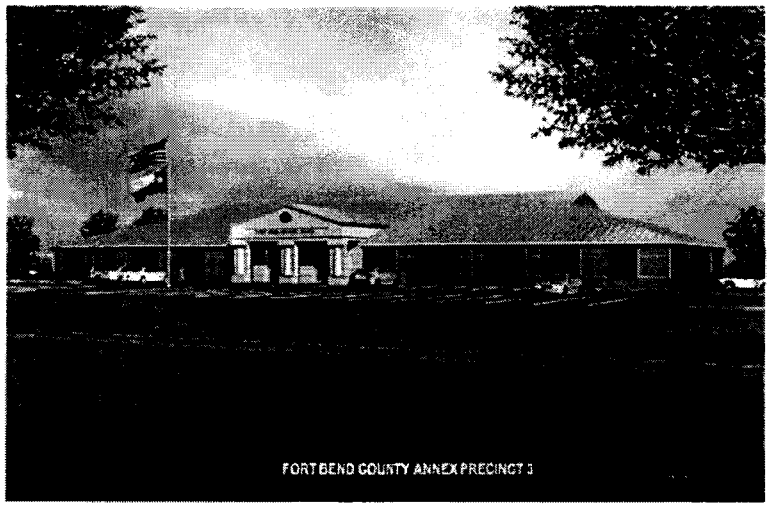
Take all appropriate action on the following:

a. Bid 09-039 – Furnishings for Sienna Branch Library; (Debbie will distribute by Friday)
b. Bid 09-053 – Purchase of equipment filters;
c. Bid 09-054 – Purchase of General Motor repair parts;
d. Bid 09-055 – Construction of West Bellfort paving and drainage improvements from Martinez Street to FM 1464 (Funding: Mobility Road funds);
e. Bid 09-060 – Trucking services of earthen road materials.

Take all appropriate action to approve design/build agreement with Crain Zamora to construct four story parking garage pursuant to SOQ #09-042. (Funding: Bond project)

FORT BEND COUNTY - PRECINCT 3 ANNEX

22333 GRAND CORNER DRIVE, HOUSTON, TEXAS 77494



100% CONSTRUCTION DOCUMENTS

XX/XX/2009

ARCHITECT

AUTOARCH
ARCHITECTS LLC

8200 SAVOY, SUITE 100 HOUSTON, TX 77036

Ph: (713) 952-3366 Fax: (713) 952-5002

CIVIL ENGINEERS

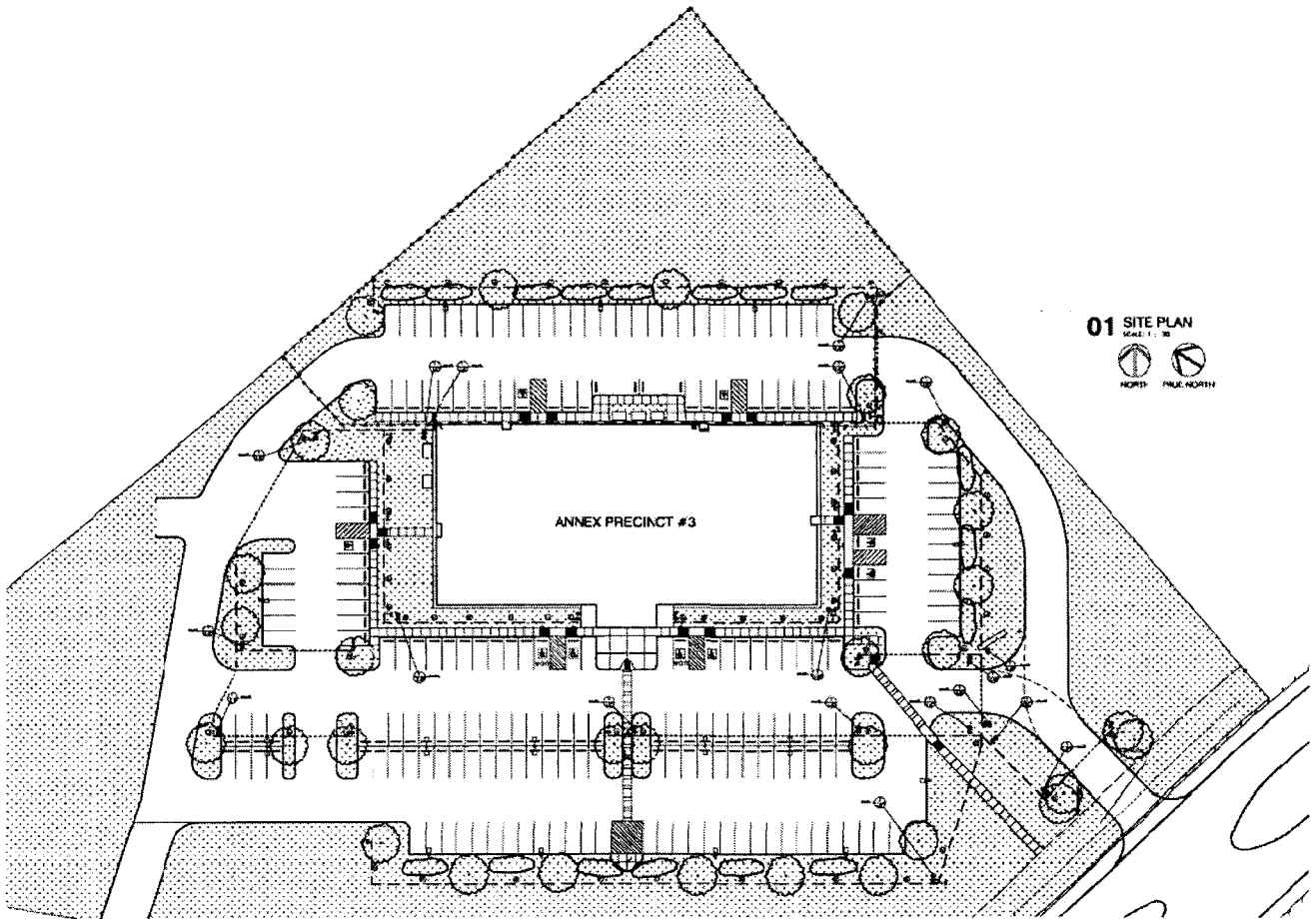
[illegible]

STRUCTURAL ENGINEERS

[illegible]

MEP ENGINEERS

[illegible]



01 SITE PLAN

NORTH TRUE NORTH

GENERAL NOTES:

LEGEND

RAIN BIRD 1804 PRS

RAIN BIRD 1812-PRS

PIPE SIZE LEGEND

PLANT SCHEDULE

SHADE TREES

SHRUBS FOR SCREENING AND BUFFERING

NOTE:

1. LANDSCAPE CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION FOR 90 DAYS FOLLOWING APPLICATION.
2. SHRUBS MUST BE 30 INCHES AT TIME OF INSTALLATION.

AUTOARCH
ARCHITECTS

CONSULTANTS

CIVIL ENGINEERS

STRUCTURAL ENGINEERS

MEP ENGINEERS

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

A PROJECT FOR:

FORT BEND COUNTY PRECINCT 3 ANNEX

22333 GRAND CORNER DR
KATY, TEXAS 77494

Date	Description
05/19/06	DD
08/11/06	DD
03/30/06	PERMIT SET

KEY PLAN

Project Number	06010
Drawn By:	MN
Checked By	MS
Approved By	MS

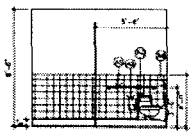
Drawing Title:

PLANTING PLAN

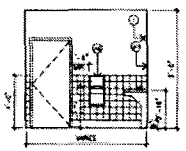
Drawing Number

L 1.00

Floor Plan not available



12 INTERIOR ELEVATION



08 INTERIOR ELEVATION

GENERAL NOTES:

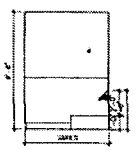
1. SEE TO INDEX SHEET TO SEE FOR FIXTURE AND ACCESSORIES MOUNTING HEIGHTS.

KEY NOTES:

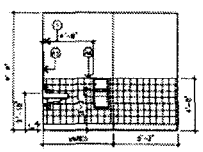
- STRIP LIGHT 24"W
- STRIP LIGHT 24"W
- WALL TO BE PAINTED COLOR #1 (COLOR TBD BY ARCHITECT)
- WALL TO BE PAINTED COLOR #2 (COLOR TBD BY ARCHITECT)

ACCESSORIES SCHEDULE

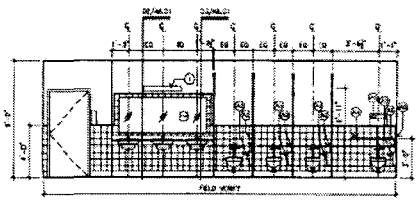
NO.	ACCESSORY UNIT	MFR.	MODEL NO.	REMARKS
A1	CHANNEL FRAME MIRROR	BOBRICK		
A1.A	CHANNEL FRAME MIRROR	BOBRICK		
A2	SANITARY NAPKIN DISPOSAL	BOBRICK		
A3	TOILET TISSUE DISPENSER	BOBRICK		
A4	1 1/4" DIA. S.S. GRAB BAR	BOBRICK		
A5	1 1/4" DIA. S.S. GRAB BAR	BOBRICK		
A6	TOILET SEAT COVER DISP.	BOBRICK		
A7	WALL MOUNTED SOAP DISPENSER	BOBRICK		
A8	PAPER TOWEL DISPENSER	BOBRICK		
A9	SINK MOUNTED SOAP DISPENSER	BOBRICK		
A10	COAT HOOK			



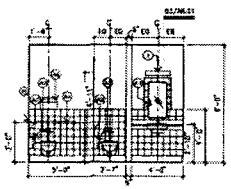
11 INTERIOR ELEVATION



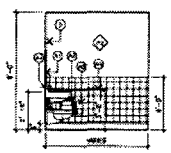
07 INTERIOR ELEVATION



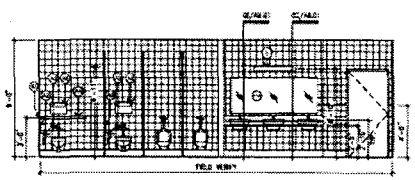
10 INTERIOR ELEVATION



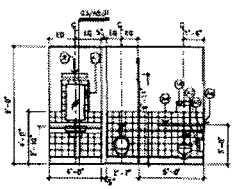
06 INTERIOR ELEVATION



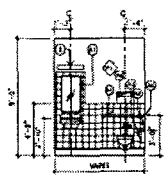
02 INTERIOR ELEVATION



09 INTERIOR ELEVATION



05 INTERIOR ELEVATON



01 INTERIOR ELEVATION

AUTOARCH
ARCHITECTS

CONSULTANTS

PROFESSIONAL SEAL

NOT FOR CONSTRUCTION

A PROJECT FOR:

FORT BEND COUNTY PRECINCT 3 ANNEX

22333 GRAND CORNER DR
KATY, TEXAS 77494

Date	Description
01/16/08	DD
05/11/09	CD
10/30/09	PERMIT SET

KEY PLAN

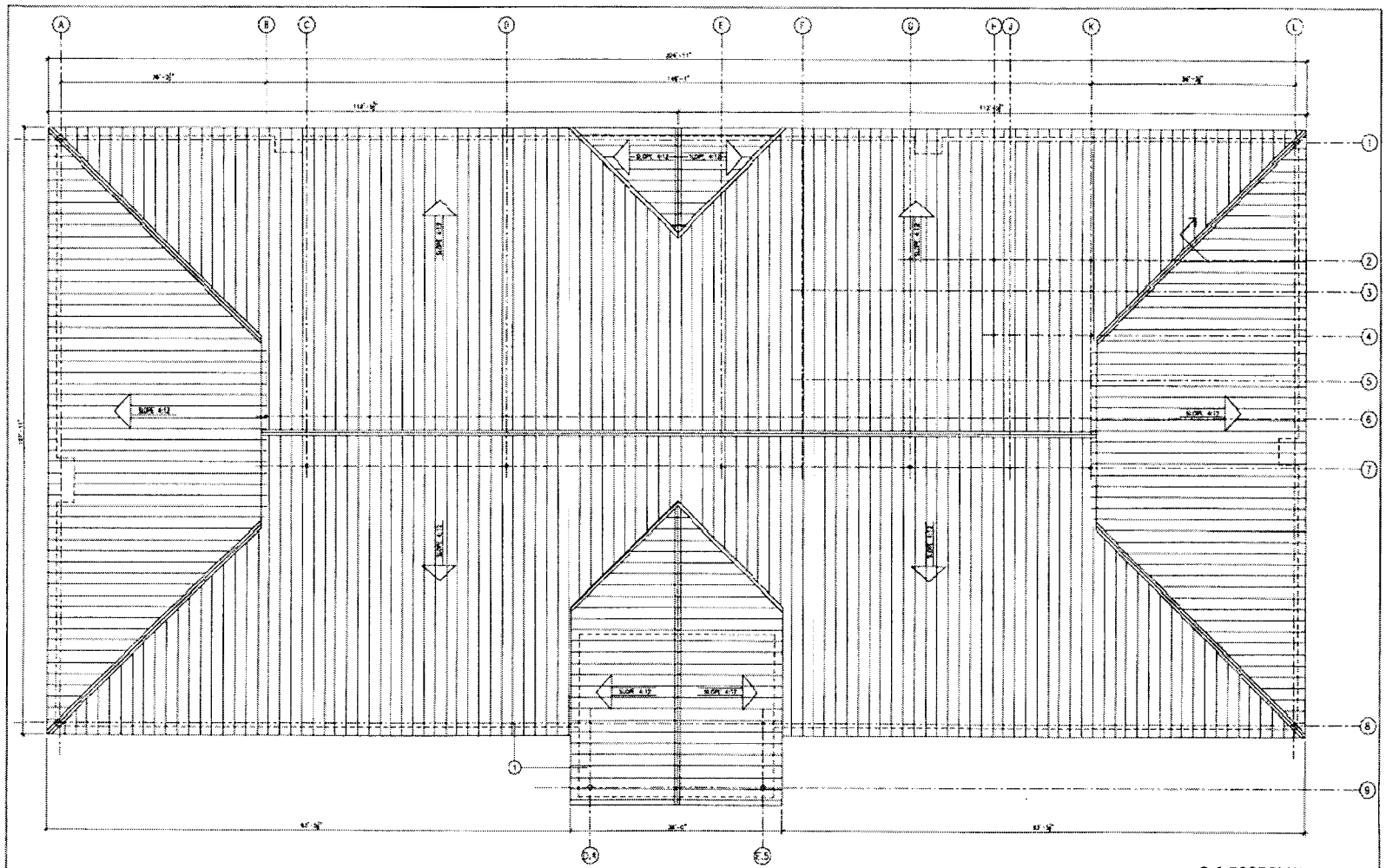
Project Number	08010
Drawn By	DP
Checked By	MS
Approved By	MS

Drawing Title

INTERIOR ELEVATIONS

Drawing Number

A 7.00



NOTES TO DRAWING:

1. 16"x8"-7/8 SK STEEL STANDING SEAM ROOFING SYSTEM, DOWNED FROM RT. SPECS.

GENERAL NOTES:

LEGEND:

---------- LINE OF BUILDING WALL BELOW

01 ROOF PLAN

SCALE: 1/8" = 1'-0"

NOTE: REFER TO GRAPHIC SCALE IF ACTUAL SHEET SIZE IS OTHER THAN 36"x24".

0' 4' 8' 16' 24'

SCALE: 1/8" = 1'-0"

AUTOARCH
ARCHITECTS

CONSULTANTS

CIVIL ENGINEERS

STRUCTURAL ENGINEERS

MEP ENGINEERS

PROFESSIONAL SEAL

NOT FOR CONSTRUCTION

A PROJECT FOR:

FORT BEND COUNTY PRECINCT 3 ANNEX

22333 GRAND CORNER DR
KATY, TEXAS 77494

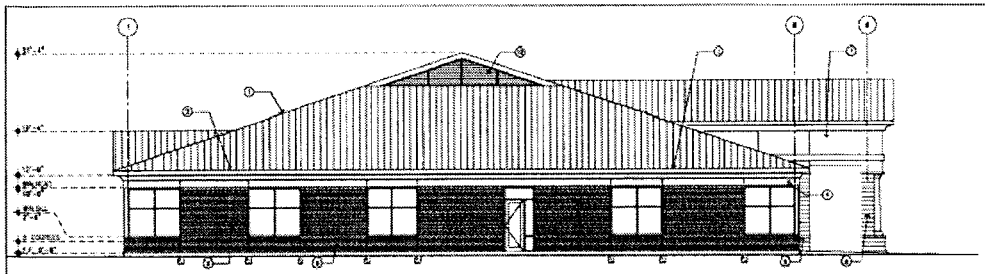
Date	Description
03/14/08	SD
08/11/08	DD
04/28/08	PERMIT SET

KEY PLAN

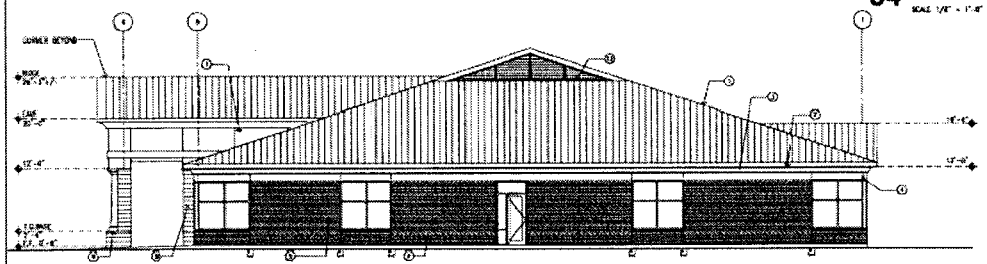
Project Number	0801.0
Drawn By	HP
Checked By	MS
Approved By	MS

Drawing Title: ROOF PLAN

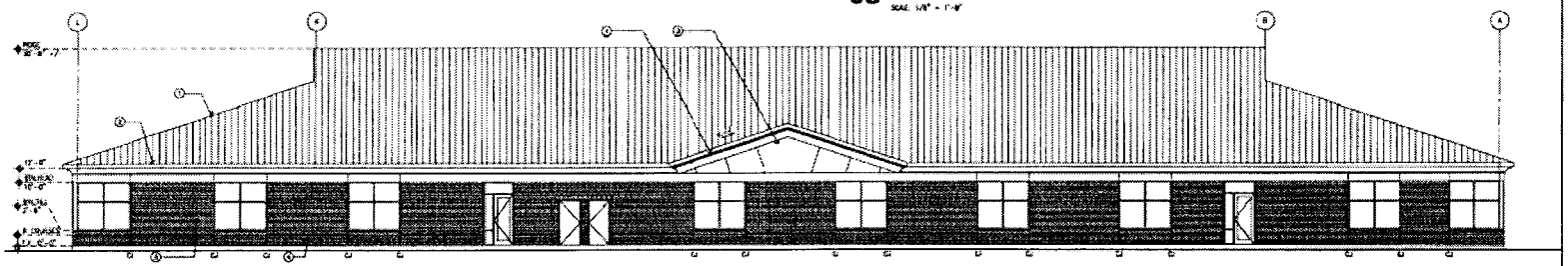
Drawing Number: A 2.02



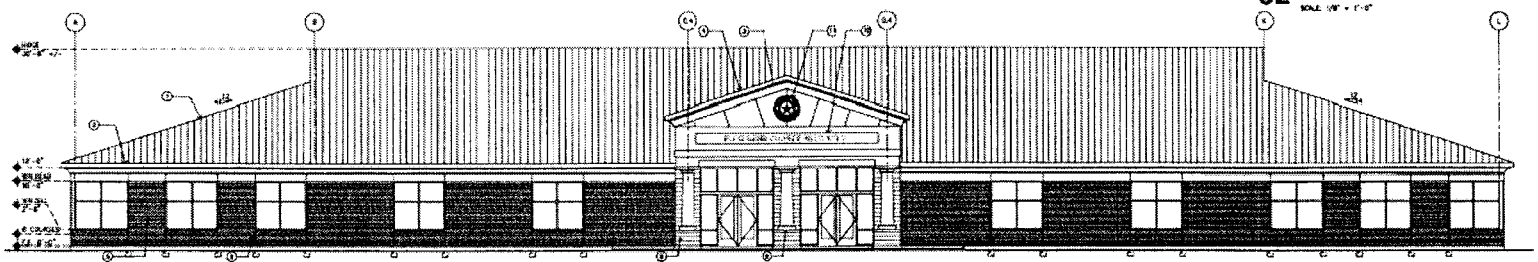
04 SIDE (WEST) ELEVATION
SCALE: 1/8" = 1'-0"



03 SIDE (EAST) ELEVATION
SCALE: 1/8" = 1'-0"



02 REAR (NORTH) ELEVATION
SCALE: 1/8" = 1'-0"



01 FRONT (SOUTH) ELEVATION
SCALE: 1/8" = 1'-0"

NOTES TO DRAWING:

1. 16"x4"-24 GA STEEL STANDING SEAM ROOFING SYSTEM, COATED FINISH
2. 4x08 FASCIA BOARD, PAINTED
3. STUCCO FINISH ON PRE-MOLDED CORNICE, PAINTED
4. CONT. PRE-MOLDED FRM W/STUCCO FINISH, PAINTED
5. FACE BRICK #1
6. FACE BRICK #2
7. STUCCO, PAINTED
8. SURFINISHED CMU
9. CAST STONE
10. 16" ALUMINUM CAST LETTERS (ANODIZED BRONZE FINISH)
11. BRONZE LOGO (FORT BEND COUNTY) DIA 4'-0"
12. REFINISHED ALUMINUM LOUVER (COLOR TO MATCH STANDING SEAM ROOF)

AUTOARCH
ARCHITECTS

CONSULTANTS

CIVIL ENGINEERS

STRUCTURAL ENGINEERS

MEP ENGINEERS

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

A PROJECT FOR:

FORT BEND COUNTY PRECINCT 3 ANNEX

22331 GRAND CORNER DR
KATY, TEXAS 77494

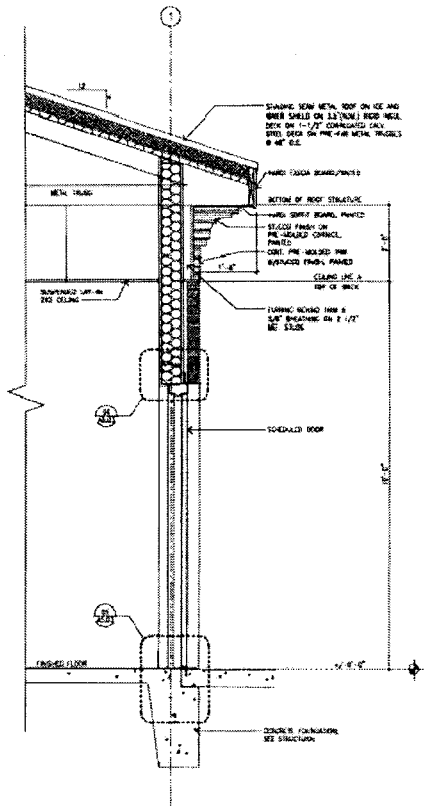
Date	Description
12/19/23	DD
02/11/24	CD
03/08/24	PERMIT SET

KEY PLAN

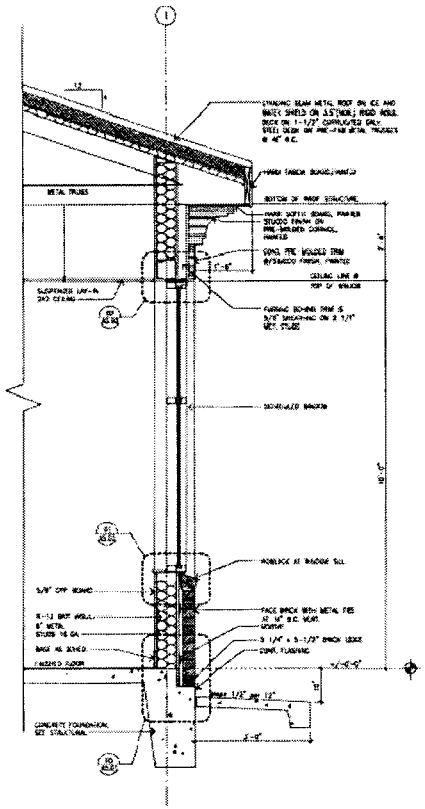
Project Number	23016
Drawn By	RP
Checked By	MS
Approved By	MS

Drawing Title: EXTERIOR ELEVATIONS

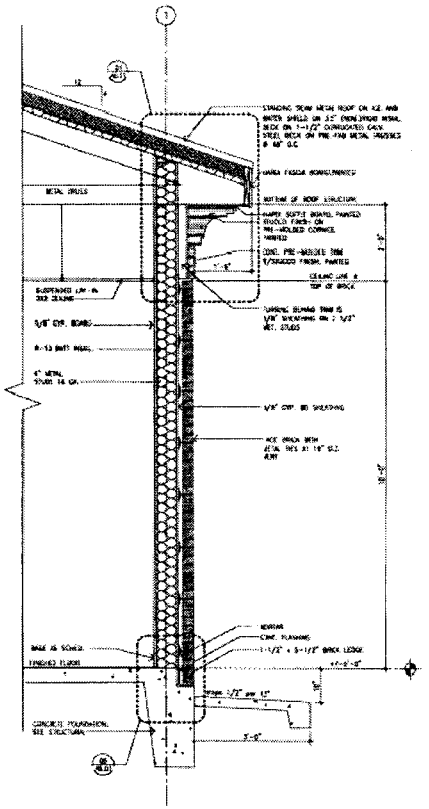
Drawing Number: A 3.00



03 WALL SECTION AT HM EXTERIOR DOOR



02 WALL SECTION AT WINDOW



01 WALL SECTION AT TYPICAL WALL

AUTOARCH
ARCHITECTS

CONSULTANTS

CIVIL ENGINEERS

STRUCTURAL ENGINEERS

MEP ENGINEERS

PROFESSIONAL SEAL

NOT FOR CONSTRUCTION

A PROJECT FOR

FORT BEND COUNTY PRECINCT 3 ANNEX

22331 GRAND CORNER DR
KATY, TEXAS 77494

Date	Description
01/16/20	DD
02/11/20	CD
04/20/20	PERMIT SET

KEY PLAN

Project Number	0918
Drawn By	IP
Checked By	MS
Approved By	MS

Drawing Title

WALL SECTIONS

Drawing Number

A 4.02

Pct 3 Cost Estimate

Date	Description	Estimate Amount
6/27/2007	Court Approval-Program Mgmt	
	Crain Zamora	$75,000.00
	Reimbursables	$5,000.00
10/28/2008	Court Approval Architectural Services	
	Auto Arch	$145,000.00
	Reimbursables	$10,000.00
12/15/2008	Engineering/Survey	
	Brown & Gay	$7,000.00
	Geotech	
	Raba-Kistner	$9,595.00
	Materials Testing	
	Estimate-Based on Tax Office	$16,246.00
	Mapping/Surveying	
	Weisser Engineering	$13,000.00
	ADA Plan Review/Inspection	
	Estimate-Based on Tax Office	$1,000.00
	Tap Fees	
	Estimate-Based on Pct 1	$20,000.00
	Impact Fees	
	Estimate-Based on Pct 1	$40,000.00
	Reproduction Costs	
	Estimate-Based on Pct 2	$8,000.00
	Cabling	
	Estimate-Based on Pct 1	$21,000.00
	Data Equipment	
	Estimate-Based on Pct 1	$30,000.00
	FF&E	
	Estimate	$100,000.00
	Owner's Contingency	
	Estimate	$100,000.00
	Construction	
	Estimate	$3,327,800.00
	Total Estimate	**$3,928,641.00**

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: March 13, 2009 **Submitted By: Karen Stell**
Department: Tax
Court Agenda Date: March 24,2009 **Phone Number: 281-341-3723**

SUMMARY OF ITEM: Summary Monthly Report of Property Taxes – February, 2009

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda to be recorded in Commissioners Court minutes for the office of Patsy Schultz – Summary Monthly Report of Property Taxes – February, 2009

Special Handling Requested (specify):

COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FT BEND COUNTY, TEXAS DURING THE MONTH OF FEBRUARY 2009

I, PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL PROPERTY TAXES COLLECTED DURING THE MONTH OF FEBRUARY 2009, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

	CURRENT PAYMENTS	CURRENT P & I	DELINQUENT PAYMENTS	DELNQNT P & I	RENDITION PENALTY	REN PEN DISTRIB	MANUAL REFUNDS	MONTH TOTAL	YTD TOTAL
STATE	-	-	0 25	-	-	-	-	0.25	1.28
COUNTY	26,122,189 83	144,440 99	228,468 20	59,409 14	26 95	-	-	26,554,535.11	172,952,712.61
DRAINAGE	853,931 92	4,777 58	9,495.31	2,556.29	1.30	-	-	870,762.40	5,687,986.48
LR & FC	-	-	39 64	69.52	-	-	-	109 16	1,521.42
W C JR COLL	139,973 68	1,537 36	3,016 98	1,011 11	-	-	-	145,539 13	804,679.11
FEES-ATTORNEY	23,280.73	-	207,556 36	-	-	-	-	232,837.09	1,304,754 63
FB PKW	29,108.21	247.42	3,650 53	208 70	-	-	-	33,214.86	184,287 13
LAMAR CISD & CED	15,548,487 70	89,906 38	152,317 35	40,748 45	9 48	-	-	15,831,469 36	118,833,965 35
KENDLETON ISD & CED	75,044 66	969 80	15,669.22	7,854.86	-	-	-	99,538.54	517,464.20
FORT BEND ESD #4	164,867 26	889.07	1,161 14	305.18	-	-	-	167,222.65	1,239,020.64
FORT BEND ESD #3	82,978.14	153.13	658.68	89.98	-	-	-	83,879.93	145,431.99
FULSHEAR	27,949.00	238 23	243 62	91 88	-	-	-	28,522 73	156,309.23
RICHMOND	491,469.04	3,356 60	8,729 75	2,724.28	-	-	-	506,479 67	2,845,472.63
FBISD	36,778,171 30	235,190 18	359,521 19	105,440 10	(43.33)	-	-	37,478,279 44	271,348,593.69
FBISD CED	-	-	52.05	108.88	-	-	-	160 93	2,650 00
FBISD INACTIVE & CED ENACTI	-	-	-	-	-	-	-	-	567.59
RENDITION PEN FBISD	-	-	42.93	21 69	-	-	-	64 62	90.64
UNL RDS	-	-	-	-	-	-	-	-	0.00
RE ASSESS	(1,210 04	188.55	(0.17	0 82	-	-		11,518 58	76,357 54
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
ARCOLA	88,393.17	1,111.07	2,902 54	1,064.47	-	-	-	93,471.25	529,216.73
ORCHARD	8,383 42	61.23	32.25	10 60	-	-	-	8,487.50	45,415.75
KENDLETON	13,270.73	353 35	4,634 62	2,517 42	-	-	-	20,776 12	64,952.28
HARRIS FT BD ESD #100	230,472.98	2,210.13	4,435.57	1,027 03	-	-	-	238,145.71	2,713,024.62
MEADOWS PLACE	308,047 84	884.79	2,492.64	625 77	-	-	-	312,051.04	1,957,334 73
NEEDVILLE	84,048 00	562.49	379.64	179 83	-	-	-	85,169.96	469,879 42
SIMONTON	14,680.46	90.29	19.91	7.37	-	-	-	14,798.03	117,324.48
FT BD WATER SUPPLY #1	200,812.07	5,572.88	13,222.27	3,805.14	-	-	-	223,412.36	1,880,379.62
FT BD E S D #1	18,854 07	67.78	11.42	5 34	-	-	-	18,938.61	184,899 15
FT BD W C I D #2	951,203.27	4,368 12	3,838 28	1,758.29	11.67	-	-	961,179.63	4,435,090 85
H C C - STAFFORD	483,190 83	2,140 87	1,853 62	565 34	1.30	-	-	487,751 96	1,957,944 40
STAFFORD MSD & CED	5,298,433 19	23,431.12	6,783 52	3,269 93	17 35	-	-	5,331,935 31	23,615,068 52
CITY OF STAFFORD	-	-	-	-	-	-	-	-	25.75
NEEDVILLE ISD & CED	1,393,880.92	14,058 69	23,600.30	7,079.00	-	-	-	1,438,618.91	7,498,269.95
FT BD E S D #2	342,381.06	1,616.29	10,023.21	529.24	-	-	-	354,549.80	2,601,696.91
ESD #5	137,096 97	1,313 81	-	-	-	-	-	138,410.78	1,385,701 29
FT BD M U D #134-C	165,369.10	24 06	-	-	-	-	-	165,593 16	183,221.44
FT BD M U D #1	62,603.58	463 78	0.23	0 06	-	-	-	63,067 65	1,074,234 22
WILLOWFORK DRAINAGE	473,605 78	2,746.78	5,824.13	1,083.14	(1 05)	-	-	484,258 78	5,313,241 12
CINCO M U D #9	195,652.46	2,451.83	1,727.85	431.96	(0.07)	-	-	200,264.03	1,563,887.51
CITY OF MISSOURI CITY	3,108,917.51	18,831 95	32,907 31	10,668.62	(1.02)	-	-	3,171,324.37	21,145,252.88
H C C - MISSOURI CITY	479,421 54	2,799 39	4,327.98	1,414 04	0.05	-	-	487,923 00	3,166,535 28
FBC FRESH WATER #2	92,788 65	473 85	917.09	267 92	-	-	-	94,447 51	330,101 47
FBW2 ASSESSMENT	22,666 75	140.70	2,526.21	391.97	-	-	-	25,725.63	179,496 43
FBM4 ASSESSMENT	2,198 78	-	-	-	-	-	-	2,198 78	88,001 19
CITY OF SUGAR LAND	3,517,629 32	18,134.25	20,543.68	4,366 03	-	-	-	3,560,673 08	25,199,014.45
RENDITION PENALTY (INC SL)	-	-	62 53	24.95	-	(26.55)	-	60 93	750.50
RENDITION PEN FBISD CAD	-	-	2.26	-	-	-	-	2.26	3.17
NSF CK CHGES & TAX CERTIF	2,320.00	-	210 00	-	-	-	-	2,530.00	6,430.00
TOTAL	[illegible]	594,693.91	1,150,887.48	265,933.45	26.55	(26.55)	8.00	181,498,516.36	690,979,328.42

Patsy Schultz TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____ A.D. 20____ _____ COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, ROBERT E STURDIVANT, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT

COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

FROM : TAX FAX NO. : 2812383348 Mar. 16 2009 10:29AM P2 AS PER ORIGINAL

COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FT BEND COUNTY

FOR THE 2008 TAX YEAR

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL SIT OVERAGE COLLECTED BY ME FOR THE 2008 TAX YEAR, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ.

	CURRENT OVERPAYMENTS	TOTAL
FT. BEND COUNTY	41,683.33	41,683.33
FT BD FRESHWATER SUPPLY#2	3.14	3.14
CITY OF RICHMOND	272.72	272.72
CITY OF ROSENBERG	7,642.07	7,642.07
FORT BEND ESD #2	250.67	250.67
LAMAR CISD	24,407.69	24,407.69
STAFFORD MSD	16,962.53	16,962.53
H C C - STAFFORD	1,269.49	1,269.49
WCID #2	10,383.88	10,383.88
H C C - MISSOURI CITY	4,055.67	4,055.67
CITY OF HOUSTON	0.80	0.80
	57,683.95	57,683.95
KATY ISD	8,308.41	8,308.41
MISSOURI CITY	22,695.25	22,695.25
CITY OF SUGAR LAND	406.37	406.37
WEST KEEGANS BAYOU	4.42	4.42
CITY OF KATY	1,541.68	1,541.68
FORT BEND LID #2	196.41	196.41
FORT BEND MUD #116	2,992.08	2,992.08
FORT BEND MUD #167	8.29	8.29
HARRIS FORT BEND ESD #100	0.66	0.66
WILLOWFORK DRAINAGE	1.32	1.32
FORT BEND ESD #5	0.50	0.50
CINCO MUD #7	3.77	3.77
	200,775.10	200,775.10

Patsy Schultz
_____ TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ A.D. 20_____ COUNTY CLERK, FORT BEND COUNTY, TEXAS

I, ROBERT E STURDIVANT, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED YEARLY REPORT OF TAXES COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT

_____ COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

FROM :TAX
FAX NO. :2812383348
Mar. 16 2009 10:29AM P3
AS PER ORIGINAL

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: March 18, 2009 **Submitted By: Robin Campbell**
Department: Tax
Court Agenda Date: March 24, 2009 **Phone Number: 281-341-3758**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 76,663.97

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 $ 76,663.97 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court	Agenda Date: 3/24/2009		Page One	
Submit Date: 03/17/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
9960-11-208-0043-910	Kirkland's Inc	$ 4,084.64	Duplicate	2096
8131-05-005-0020-907	Countrywide Tax Service	$ 2,818.35	Duplicate	2061
8908-00-001-0180-907	Fatha Elmi	$ 4,256.09	Duplicate	2061
0086-00-000-2359-907	Homecomings Financial	$ 3,808.45	Duplicate	2050
0086-00-000-2359-907	Homecomings Financial	$ 7,255.20	Duplicate	2050
3850-03-005-0140-907	Julius Oneal or Tiffany Lewis	$ 2,792.21	Duplicate	2050
9960-23-095-0006-907	Akzo Nobel Surface Chemistry LLC	$ 33,441.38	Duplicate	2081
8131-03-001-0250-907	Flagstar Bank	$ 5,931.53	Duplicate	2061
0086-04-000-4715-907	Washington Mutual FA	$ 6,243.09	Duplicate	2061
9963-12-208-0056-907	Leaf Financial	$ 2,529.59	Duplicate	1120
9650-07-003-0220-907	Countrywide Tax Service	$ 3,503.44	Duplicate	3086
		$ 76,663.97		

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

16 A,B,C

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

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Date Submitted: March 16, 2009

Court Date: March 24, 2009

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

SUMMARY OF ITEM:

a. Take all appropriate action to adopt Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County.
b. Take all appropriate action to adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties.
c. Take all appropriate action to adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties.

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			
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:

3-30-09 origs rec'd to Ann at Co. Judge

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

REVISED ORDER CREATING RULES AND REGULATIONS FOR NONCONSENT TOWING AND STORAGE SERVICES OF FORT BEND COUNTY

WHEREAS, the purpose of this order is to establish an efficient and orderly manner for removing motor vehicles involved in traffic accidents or incidents in the unincorporated area of Fort Bend County;

WHEREAS, on November 6, 2007, Fort Bend County approved this Order and authorized non-consent towing as promulgated by then Chapter 643 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, now, the authority to promulgate and enforce this order is granted to the Fort Bend County Commissioners Court by Chapter 2308 of the TEXAS OCCUPATIONS CODE; and

WHEREAS, Fort Bend County has enacted an Order for the regulation of the parking of vehicles on designated property owned or leased by the County pursuant to Chapter 445 and Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE, wherein the same procedure for non-consent tows shall be utilized by the Fort Bend County Sheriff's Office to ensure an orderly and uniform non-consent towing procedures for designated property owned or leased by Fort Bend County;

NOW, THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court does hereby adopt these Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County as set forth below:

I.
Definitions

A. "Consent Tow" shall mean any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle.
B. "County" shall mean Fort Bend County, Texas.
C. "Motor Vehicle" shall mean any vehicle as defined by §501.002 of the Texas Transportation Code.
D. "Nonconsent Tow" shall mean any tow of a Motor Vehicle initiated by a Peace Officer investigating a traffic accident or a traffic incident in the unincorporated are of the County, and shall apply to a vehicle parked in prohibited areas on designated property owned or leased by the County.
E. "Peace Officer" shall mean any peace officer as defined by §2.12 of the Texas Code of Criminal Procedure.
F. "Rules" shall mean these Rules and Regulations for Nonconsent Towing and Storage Services in Fort Bend County.
G. "Sheriff's Office" shall mean the Fort Bend County Sheriff's Office.
H. "Towing Company" shall mean any individual, partnership, corporation, or other entity or association that is engaged in the business of towing Motor Vehicles on a public road for

compensation, or with the expectation of compensation, or who owns or operates a Tow Truck. This term includes an owner, employee, or agent of the Towing Company.

I. "Tow Truck" shall mean a Motor Vehicle or other mechanical device adapted or used to tow, carry, push, winch or otherwise move any Motor Vehicle.

J. "Tow Truck Operator" shall mean a person operating a Tow Truck.

K. "Tow Truck Operator ID Permit" shall mean the permit issued to a Tow Truck Operator by the Sheriff's Office demonstrating the eligibility of that person to perform a Nonconsent Tow.

L. "Tow Truck Permit" shall mean a numbered tag issued by the Sheriff's Office authorizing a specific Tow Truck to be used to perform Nonconsent Tows in the Zone for which the Tow Truck Permit was issued.

M. "Vehicle Owner" shall mean a Motor Vehicle's legal or registered owner, or such owner's authorized representative.

N. "Vehicle Storage Facility" shall mean any vehicle storage facility as defined by §2303.002 of the Texas Occupations Code.

O. "Zone" shall mean Zone 1, Zone 2, or Zone 3 as described in the Zone descriptions attached as Exhibit A.

II.
Tow Truck Permits

A. General

1. A Tow Truck Permit authorizes the permitted Tow Truck to be used to perform Nonconsent Tows in the Zone for which the Tow Truck Permit was issued.
2. A separate Tow Truck Permit is required for each Tow Truck used for Nonconsent Tows originating in the unincorporated area of the County, or on designated property owned or leased by the County.
3. Tow Truck Permits are not assignable or transferable.
4. Tow Truck Permits are the property of Fort Bend County.
5. It is a violation of these Rules to use a Tow Truck for a Nonconsent Tow originating in the unincorporated area of the County or on designated property owned or leased by the County without a Tow Truck Permit.
6. A violation of these Rules may result in the denial, refusal to renew, suspension, or revocation of a Tow Truck Permit. Such action may result in temporary and/or permanent removal from the Tow Rotation List.

B. Permit Applications

1. A Tow Truck Permit application is attached as Exhibit B. Additional applications may be obtained at the Information Booth located in the main lobby of the Sheriff's Office during normal business hours or downloaded from the Sheriff's Office website.
2. A completed application must be filed for each Tow Truck used for Nonconsent Tows originating in the unincorporated areas of the County or on designated property owned or leased by the County. Completed applications must be filed at the Sheriff's Office. A completed application must be accompanied by the following documentation:
    a. A copy of the applicable Vehicle Registration Listing issued by the Texas Department of Transportation;
    b. A copy of the current vehicle registration;
    c. Proof of passage of vehicle inspection;

d. Evidence of financial responsibility in accordance with §601.051 of the Texas Transportation Code;
e. Evidence of insurance coverage in accordance with §643.101 of the Texas Transportation Code;
f. A copy of the most recent Tow Truck invoice;
g. A schedule of the Towing Company's Nonconsent Tow fees posted on the Texas Department of Transportation website;
h. Towing Company's current business card;
i. A letter of authorization for the use of each Vehicle Storage Facility identified in the Application;
j. The application fee set forth in Section V of these Rules.

3. A Towing Company shall notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change.
4. Failure to notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change is a violation of these Rules.

C. Permit Issuance

1. Upon satisfaction of the Tow Truck Permit application requirements of these Rules, the Sheriff's Office may issue the Towing Company a Tow Truck Permit. Such issuance is at the sole discretion of the Sheriff's Office.
2. Upon issuance of a Tow Truck Permit, the Towing Company will be added to the Tow Rotation List. A Towing Company will only be placed on the Tow Rotation List once, no matter how many Tow Truck Permits the Towing Company obtains.
3. The Sheriff's Office will notify each Vehicle Storage Facility identified in the Towing Company's application of the Tow Truck Permit issuance.

D. Permit Display

1. A Tow Truck Permit shall be prominently displayed in the upper left side of the front windshield of the Tow Truck. The Tow Truck Permit must be clearly visible at all times.
2. Failure to properly display the Tow Truck Permit is a violation of these Rules.

E. Permit Expiration and Renewal

1. All Tow Truck Permits expire annually at midnight on the 31st day of January, regardless of the issuance date.
2. To renew a Tow Truck Permit, the Towing Company must file a renewal application.
3. Annual renewal applications may be submitted to the Sheriff's Office between December 1 and January 31.
4. The applicable fee must be included with the renewal application.
5. A Towing Company that fails to renew a Tow Truck Permit before it expires shall return to the Tow Truck Permit to the Sheriff's Office immediately upon expiration.
6. It is a violation of these Rules to perform a Nonconsent Tow with an expired Tow Truck Permit.

F. Permit Replacement

1. Once obtained, the Towing Company is responsible for the Tow Truck Permit. If a Tow Truck Permit is lost or stolen, the Towing Company must replace the Tow Truck Permit at the Towing Company's own expense.
2. No Nonconsent Tows may be performed with the Tow Truck until the Tow Truck Permit has been replaced.

G. Required Identification Markings

1. Each permitted Tow Truck shall display the following identification markings:
    a. The owner's legal business name or legal assumed name as specified on the "Vehicle Registration Listing" issued by the Texas Department of Transportation;
    b. The full address at which the owner's business office is located;
    c. The full telephone number for the owner's business office;
    d. A permit plate and/or registration insignia issued by the Texas Department of Transportation pursuant to Chapter 502 of the Texas Transportation Code.
    e. The Vehicle Storage Facility number assigned by the Texas Department of Transportation for each facility to which the Tow Truck delivers motor vehicles.
2. The Towing Company name and telephone number must be permanently inscribed or affixed on the outside of the doors of the permitted Tow Truck in letters that are at least three (3) inches high and one-half (1/2) inch thick, in contrasting colors, and clearly visible at fifty (50) feet in normal daylight.
3. All other markings shall be at least two (2) inches high and one-half (1/2) inches thick.
4. It is a violation of these Rules to perform a Nonconsent Tow with a Tow Truck that does not have the required identification markings.

H. Records

1. Each Towing Company shall maintain records of all Nonconsent Tows for a minimum of three (3) years. The Sheriff's Office may inspect these records at any time during normal business hours.
2. Failure to provide the Sheriff's Office access to these records is a violation of these Rules.

III.
Tow Truck Operator ID Permits

A. General

1. A Tow Truck Operator ID Permit authorizes the Tow Truck Operator to perform Nonconsent Tows.
2. A Tow Truck Operator ID Permit is not required for a person assisting a Tow Truck Operator if that person is not in physical control of the Tow Truck.
3. Tow Truck Operator ID Permits are not assignable or transferable.
4. Tow Truck Operator ID Permits are the property of Fort Bend County.
5. It is a violation of these rules for a Tow Truck Operator to perform Nonconsent Tows originating in the unincorporated area of Fort Bend County or on designated property owned or leased by the County without a Tow Truck Operator Permit.
6. A violation of these Rules may result in the denial, refusal to renew, suspension, or revocation of a Tow Truck Operator ID Permit.

B. Permit Applications

1. A Tow Truck Operator ID Permit application is attached as Exhibit C. Additional applications may be obtained at the Information Booth located in the main lobby of the Sheriff's Office during normal business hours or downloaded from the Sheriff's Office website.

2. Completed applications must be filed at the Sheriff's Office. A completed application must be accompanied by the following documentation:
    a. A copy of the applicant's Texas commercial driving license;
    b. A color photograph of the entire face of the applicant obtained from the Sheriff's Office crime lab at the time the application is filed;
    c. A Texas Department of Public Safety fingerprint card obtained from the Sheriff's Office crime lab at the time the application is filed;
    d. A check made payable to the Department of Public Safety in the amount necessary for DPS to perform a background check.
    e. The application fee set forth in Section V of these Rules.
3. A Tow Truck Operator shall notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days.
4. Failure to notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change is a violation of these Rules.

C. ID Permit Issuance
1. Upon satisfaction of the Tow Truck Operator ID Permit application requirements of these Rules, the Sheriff's Office may issue the Tow Truck Operator a Tow Truck Operator ID Permit. Such issuance is at the sole discretion of the Sheriff's Office.

D. ID Permit Display
1. The Tow Truck Operator ID Permit must be clearly visible at all times while the Tow Truck Operator is present at the scene of a traffic accident or traffic incident.
2. Failure to properly display the Tow Truck Operator ID Permit is a violation of these Rules.

E. Permit Expiration and Renewal
1. All Tow Truck Operator ID Permits expire one (1) year from the date of issuance.
2. To renew a Tow Truck Operator ID Permit, the Tow Truck Operator must file a renewal application.
3. The applicable fee must be included with the renewal application.
4. A Tow Truck Operator that fails to renew a Tow Truck Operator ID Permit before it expires shall return to the Tow Truck Operator ID Permit to the Sheriff's Office immediately upon expiration.
5. It is a violation of these Rules to perform a Nonconsent Tow with an expired Tow Truck Operator ID Permit.

F. Permit Replacement
1. Once obtained, the Tow Truck Operator is responsible for the Tow Truck Operator ID Permit. If a Tow Truck Operator ID Permit is lost or stolen, the Tow Truck Operator must replace the Tow Truck Operator ID Permit at the Tow Truck Operator's own expense.
2. No Nonconsent Tows may be performed by the Tow Truck Operator until the Tow Truck Operator ID Permit has been replaced.

IV.
Permit Denial, Suspension, or Revocation

A. A Tow Truck Permit or Tow Truck Operator ID Permit may be denied, suspended, or revoked at the discretion of the Sheriff's Office for the following reasons:
   1. Noncompliance with or violation of these Rules;
   2. Knowingly supplying false or incomplete information;
   3. Falsifying records; or
   4. Knowingly towing a Motor Vehicle that is reported stolen without first contacting a Peace Officer and receiving specific authority to tow said vehicle.

B. A written complaint regarding any permitted Tow Truck Operator, Tow Truck, or Towing Company may be filed with the Sheriff's Office. The Sheriff's Office will review written complaints to determine if adverse action is necessary.

C. Notice to Tow Truck Operator or Towing Company of Adverse Action by the Sheriff's Office
   1. The Sheriff's Office shall provide written notice to a Tow Truck Operator or Towing Company following the denial, suspension, or revocation of a permit. The written notice shall state the specific grounds for the adverse action.
   2. Written notice shall be provided via First Class Mail.

D. If a permit is suspended or revoked or a renewal is denied, the Tow Truck Operator or Towing Company shall surrender the permit to the Sheriff's Office.

E. Hearing Process
   1. Appeal
      a. A Tow Truck Operator or Towing Company may appeal adverse action of the Sheriff's Office by filing a written notice of appeal with the Sheriff's Office. A written notice of appeal must be received or post marked within seven (7) business days of the date of the notice of adverse action.
      b. A Disciplinary Hearing Committee shall hear each appeal. The Disciplinary Hearing Committee shall consist of: (1) the Lieutenant of Administration, (2) the Lieutenant of the Sheriff's Office Patrol District or the district of the law enforcement agency in which the violation occurred; and (3) another Patrol Supervising Officer designated by the Sheriff's Office.
      c. The Disciplinary Hearing Committee shall give the Tow Truck Operator or Towing Company making the appeal a written notice of the date, time, and place of the appeal hearing to be conducted by the Committee. Both the appealing party and the Sheriff's Office may offer evidence and argument at the appeal hearing. The Disciplinary Hearing Committee shall issue a written decision no later than fifteen (15) business days from the hearing date. The Disciplinary Hearing Committee decision shall become final within seven (7) business days of the written decision if not appealed to the Patrol Division Captain.
   2. Second Appeal
      a. The Tow Truck Operator or Towing Company may appeal the Disciplinary Hearing Committee's decision by filing a written appeal with the Patrol Division Captain within seven (7) business days of the date of the Disciplinary Hearing Committee's written decision.

b. The Patrol Division Captain shall issue a written decision based upon a review of the Disciplinary Hearing Committee's decision, written materials submitted at the original hearing, and any additional written information (limited to five (5) pages, double-spaced) that either party submits. The Patrol Division Captain shall issue a written decision no later than fifteen (15) business days from the date the written notice of a second appeal is received. A decision of the Patrol Division Captain shall be final if not appealed to the Sheriff or his/her designee within seven (7) business days of the Patrol Division Captain's Decision.

3. Third Appeal
   a. The Tow Truck Operator or Towing Company may appeal the Patrol Division Captain's decision by filing a written appeal with the Sheriff within seven (7) business days of the date of the Patrol Division Captain's written decision.
   b. The Sheriff or his/her designee shall issue a written decision based upon a review of the written information submitted to the Disciplinary Hearing Committee and the Patrol Division Captain. No additional information may be submitted. The Sheriff or his/her designee shall issue a written decision no later than fifteen (15) business days from the date the written notice of a third appeal is received.
   c. The decision of the Sheriff or his/her designee shall be final.
   d. A Tow Truck Operator or Towing Company forfeits any right to an appeal under these Rules by failing to timely file an appeal.
   e. All notices shall be sent to:

Fort Bend County Sheriff's Office
Attn: Chief Deputy
1410 Ransom Road
Richmond, Texas 77469

V.
Permit Fees

A. General
   1. All application, renewal, and replacement fees must be paid by cash, cashier's check, or money order made payable to the Sheriff's Office.
   2. All application, renewal, and replacement fees are non-refundable.

B. Application Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

C. Renewal Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

D. Replacement Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

VI.

Tow Rotation List

A. A Peace Officer initiating a Nonconsent Tow of a motor vehicle shall notify the Sheriff's Office that a Nonconsent Tow is needed.

B. The Sheriff's Office shall contact successive Towing Companies on the Tow Rotation List until a Towing Company agrees to carry out the Nonconsent Tow. The Sheriff's Office will only contact Towing Companies on the Tow Rotation List.

VII.
Operation of Tow Truck at Scene

A. General
1. The Tow Truck must be parked on the same side of the road as the Motor Vehicle to be towed and at least one hundred (100) feet from the Law Enforcement Scene, unless otherwise directed by a Peace Officer.
2. Neither Tow Truck Operators nor their passengers shall enter the Law Enforcement Scene unless requested to remain on the scene by a Peace Officer or emergency personnel.
3. The Tow Truck Operator shall ensure that all nonessential persons are a safe distance from the Tow Truck and Motor Vehicle before lifting a Motor Vehicle.
4. The Tow Truck Operator shall not place or operate a Tow Truck cable across lanes of traffic unless the traffic is stopped or diverted by a Peace Officer.
5. The Towing Company shall remove and properly dispose of all debris from the Law Enforcement Scene. Large volumes of cargo spilled from rigs or trailers may require separate removal.
6. Once a Tow Truck has completely hooked up to a Motor Vehicle, the Towing Company may collect a Nonconsent Tow fee as authorized by these Rules.

B. Tow Truck Slips
1. The Peace Officer on the scene will provide the Tow Truck Operator with duplicate copies of a Tow Truck Slip.
2. The Tow Truck Operator signing the Tow Truck Slip shall be responsible for the Motor Vehicle

VIII.
Vehicle Storage Facilities

A. General
1. A Towing Company that makes a Nonconsent Tow shall tow the motor vehicle to a Vehicle Storage Facility that is operated by a person who holds a license to operate the facility under Chapter 2303 of the Texas Occupations Code, unless the Towing Company agrees to take the motor vehicle to a location designated by the motor vehicle's owner.
2. The Motor Vehicle must be towed to an appropriate Vehicle Storage Facility, or delivered to the location designated by the Vehicle Owner, within two (2) hours from the time the Motor Vehicle is loaded.

3. The motor vehicle may not be transported from the original Vehicle Storage Facility to another Vehicle Storage Facility if such transfer will result in additional fees to the Vehicle Owner.
4. The Vehicle Storage Facility to which a motor vehicle is towed must be located within the specific zone in which the Nonconsent Tow originated.

IX.
Maximum Fees for Nonconsent Tows

A. The maximum allowable fee that may be collected in connection with a Nonconsent Tow is $150.00.

B. The maximum allowable fee that may be collected for backup assistance in connection with a Nonconsent Tow is $100.00.

C. These maximum allowable fees do not include fees or charges for the removal of cargo spilled from large rigs or trailers. Fees for salvage services may be negotiated by and between the Tow Truck Operator recovering the cargo and the Motor Vehicle Owner.

D. It is a violation of these rules for any Towing Company or Tow Truck Operator to collect fees in connection with a Nonconsent Tow in excess of the maximum fees set forth herein.

X.
Towing Fee Studies

A. A person may file a written request for a Towing Fee Study at any time, but not more than once per year. The Sheriff's Office shall notify Commissioners Court upon receipt of a request.

B. Commissioners Court shall determine whether a Towing Fee Study is warranted. Commissioners Court is not absolutely obligated to order a Towing Fee Study.

C. If a Towing Fee Study is ordered, the Sheriff's Office shall collect relevant financial or accounting information regarding current maximum allowable fees to determine if such fees represent the fair value of the services provided. The Sheriff's Office shall present a recommendation to Commissioners Court based on this review.

D. Commissioners Court shall determine if the maximum allowable fee should be amended. Commissioners Court is not obligated to amend the maximum allowable fee if it determines that the existing fee represents the fair value of the services provided.

XI.
Violations and Criminal Offenses

A. Any violation of these Rules may result in temporary and/or permanent removal of a Towing Company from the Tow Rotation List. Such temporary and/or permanent removal is at the sole discretion of the Sheriff's Office.

B. Criminal Offense
   1. A person commits an offense if:
      a. The person arrives at the scene of a traffic accident or traffic incident to perform a nonconsent tow of a motor vehicle without first being contacted by the Sheriff's Office;

b. The person directly or indirectly solicits, on streets located in the County, towing services, including towing, removing, repairing, wrecking, storing, trading, selling, or purchasing related to a vehicle that has been damaged in an accident to the extent that it cannot be normally and safely driven; or
c. The person enters the scene of a traffic accident, traffic incident, or other area under the control of a Peace Officer without the permission of the Peace Officer.

2. An offense as described above is a misdemeanor punishable by a fine of not less than $1.00 or more than $200.00.

XII.
NONCONSENT TOWING FOR PARKING ON DESIGNATED COUNTY OWNED/LEASED PROPERTY

The regulations and procedures set-forth in this Order are applicable to any Orders adopted by the Fort Bend County Commissioners Court for Nonconsent Towing and Storage Services on desidnated County-owned/leased property pursuant to Chapter 445 and Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE.

XIII.
Effective Date

The effective date of these Rules shall be March 24, 2009.

PASSED AND APPROVED this the 24 day of March, 2009.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

Approved:

_____
Milton Wright, Fort Bend County Sheriff

EXHIBIT A

REVISED ORDER CREATING RULES AND REGULATIONS FOR NONCONSENT TOWING AND STORAGE SERVICES OF FORT BEND COUNTY

Exhibit A – Wrecker Zones

Descriptors of Zone 1

SH 99 from the county line, north of Highland Knolls - Key map 485K, south to the intersection of US 90A - Key map 567 W, west to SH 6, not inclusive of the traffic lanes of US 90A or SH 6, inclusive of the area contained within the stated boundaries.

Key map pages 485, 486, 525, 526, 527 and 567

Descriptors of Zone 2

US 90A traffic lanes, inclusive of roadway as defined in the Transportation Code, east to SH 6, north on SH 6, inclusive of the roadway to the county line. SH 99 south from US 90A to FM 2759, east on FM 2759 to the intersection of Macek Road, not inclusive of the roadway of US 59 or FM 2759, inclusive of the Greatwood subdivision and all areas to the east of the sated boundaries and the Brazos River.

Key map pages 528, 568, 570, 607, 608, 609, 610, 611, 612, 650, 651 and 652

Descriptors of Zone 3

All areas not included in Zones 1 and 2.

EXHIBIT B

FORT BEND COUNTY NON-CONSENT TOW
TOW TRUCK PERMIT APPLICATION

□ New □Renewal □Replacement □Substitute □Denied TDLR no.:_____

Company Name: _____ □Sole □Partner □Corp.

Name of each partner or corporate officer:_____

_____ TDLR#_____

Business Address:_____ City: _____ Zip: _____

Mailing Address _____ City: _____ Zip: _____

Business Phone: _____ Business Fax: _____

Contact Person: _____ E-Mail: _____

Mobile Ph.: _____ **24 hr. contact no.:**_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

If you have more trucks than the space provided, you may copy the second page as many times as needed.

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

All Tow Trucks must have the following documents: □Vehicle Registration

□Vehicle MVI Inspection □Evidence of Insurance coverage □Recent Tow Slip

□Schedule of Non-consent Tows as posted on website □Business Card

□Authorization for use of VSF.

Applicant shall save harmless Fort Bend County from and against all claims, liability, and expense, including reasonable attorney fees that result from non-consent towing services provided by the applicant or any of its applicant's agent, servants or employees.

_____ _____

Applicant's Printed Name Date Applicant's Signature Date

EXHIBIT C

FORT BEND COUNTY NON-CONSENT TOW
TOW TRUCK OPERATOR I.D. PERMIT APPLICATION

☐ **NEW** ☐ **REPLACEMENT** ☐ **CHANGES** Date: _____TDL# _____

Last Name: _____First: _____Middle:_____

Address: _____City: _____State:_____Zip: _____

Phone: _____ Mobile Phone: _____

Date of Birth: ____/____/____ ☐ Male ☐ Female HT: _____WT: _____EYES ____HAIR: _____

Towing Company: _____TDLR# _____

Issue Date: _____Expiration Date: _____

I, the Applicant, do solemnly swear that the following statement is true and correct:

(1) Applicant has read, understands and agrees to abide by the Rules and Regulations For Non-Consent Towing and Storage Services of Fort Bend County:
(2) Applicant was not convicted within the past three years of :
   a. two or more serious traffic violations
   b. a violation of law that regulates the operation of a Motor Vehicle at a railroad grade crossing
   c. driving a Motor Vehicle under the influence of alcohol or a controlled substance
   d. leaving the scene of an accident
   e. using a Motor Vehicle in the commission of a felony;
   f. causing the death of another person through the negligent or criminal operation of a Motor Vehicle;
   g. driving a Motor Vehicle while the Applicant's driver's license was revoked, suspended, or cancelled or while otherwise disqualified from driving a Motor Vehicle;
(3) Applicant is not addicted to the use of alcohol, a controlled substance, or another drug that renders a person incapable of driving;
(4) Analysis during the last year of Applicant's blood, breath, or urine under Texas Transportation Code Chapters 522, 524 or 724 would not disqualify Applicant from driving a commercial Motor Vehicle;
(5) Applicant does not hold a driver's license by this State or another state or country that has been revoked, cancelled, or suspended;
(6) Applicant has not been determined by a judgment of a court to be totally incapacitated or incapacitated of a Motor Vehicle, unless restored to capacity by judicial decree or released from a hospital that the person has regained capacity; and
(7) Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over the operation of a Tow Truck.

APPLICANT SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONBABLE ATTORNEYS FEES, THAT RESULT FROM NON-CONSENT TOWING SERVICES PROVIDED BY THE APPLICANT OR ANY OF APPLICANT'S AGENTS, SERVANTS OR EMPLOYEES.

Applicant will be fingerprinted and photographed prior to issuance of a Tow Truck Operator I.D. Permit. Failure to notify the Fort Bend County Sheriff's Office of any change to the information supplied in this Application within twenty (20) days of such change is a violation of the Rules and Regulations For Non-Consent Towing and Storage Services of Fort Bend County.

_____ _____
Applicant Date

16B,C

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER CREATING RULES AND REGULATIONS FOR PARKING AT DESIGNATED FORT BEND COUNTY OWNED PROPERTY

WHEREAS, the purpose of this Order is to establish regulation for parking by the general public, elected officials and employees to protect and promote the general health, safety, welfare, public convenience and responsible government of Fort Bend County; and

WHEREAS, the authority to promulgate and enforce this Order is granted to the Fort Bend County Commissioners Court by Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE.

NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF FORT BEND COUNTY that the following Rules and Regulations are hereby enacted as set forth herein below:

I.
Scope

This Order regulates parking by the general public as well as employees of Fort Bend County (hereinafter referred to as "Employees") on designated County owned property whether located within a municipality or in the unincorporated areas of the County. The general public, elected officials, and Employees who violate this Order shall be responsible for any applicable fines and/or removal, impoundment or storage fees. Employees should refer to Policy 614 in the Fort Bend County Employee Information Manual for further clarification. (Attachment A)

The scope of this Order applies only to County-owned properties described below and furthermore, may be expanded by amending this Order by the Commissioners Court.

The following properties and their surface parking lots will be referred to as the "Courthouse Complex," Richmond, Texas

- Courthouse, 401 Liberty Street, Richmond, Texas
- William B. Travis Building, 309 S. 4th Street, Richmond, Texas
- Jane Long Annex, 501 Liberty Street, Richmond, Texas
- O.J. "Mac" MacDowell Jury Assembly Room, 212 Houston Street, Richmond, Texas
- Emergency Medical Services, Station 6, 204 Main Street, Richmond, Texas

II.
Authority

Commissioners Court may designate areas on County-owned property to be used for parking vehicles and shall regulate the areas where County elected officials, Employees and the general public shall

park pursuant to Chapter 615, TEXAS LOCAL GOVERNMENT CODE. Signage shall be posted as appropriate to facilitate parking rules and regulations policy compliance.

III.
Rules and Regulations

A. It is the responsibility of the motor vehicle operator to only park in designated areas.
B. Lack of parking space is not a valid reason for violating a parking regulation.
C. Vehicles are considered parked when left unattended for any period of time.
D. Signs shall not be erected to indicate parking is prohibited on a lawn or other area that does not appear to be a place intended for use as a parking area.
E. The owner or operator of a vehicle may not leave a vehicle unattended on county owned property that:
   a. Is in or obstructs a vehicular traffic aisle, entry, or exit of the County-owned property; or
   b. Prevents a vehicle from exiting a parking space on County-owned property; or
   c. Is in or obstructs a marked fire lane; or
   d. Is in or obstructs a posted reserved parking space; or
   e. Does not display the specialty license plates issued under TRANSPORTATION CODE § 504.201, or the disabled parking placard issued under Chapter 681 of the TRANSPORTATION CODE, for a vehicle transporting a disabled person and is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person; or
   f. Has been designated as Reserved and properly posted as such (OC §2308.305)
F. These rules and regulations do not apply to an authorized emergency vehicle owned or operated by a governmental entity responding to an emergency call. [OC 2308.251(b)].
G. These rules and regulations are enforceable Monday-Friday from 7:00 a.m. -6:00 p.m., exclusive of County holidays.

IV.
Enforcement

A. Responsibility:
It shall be the responsibility of the Fort Bend County Sheriff's Office or Constables' Offices, whichever agency is available, to enforce these rules and regulations on County-owned property designated in Section I, whether the property is located within a city limits or in an unincorporated area of the County.

B. Offense:
   a. A person commits an offense if the person parks a vehicle in violation of a rule or regulation adopted under this section. An offense under this section is a Class C misdemeanor per TEXAS LOCAL GOVERNMENT CODE § 615.001 (e).
   b. A vehicle operator that parks a vehicle in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person will be assessed a fine pursuant to TRANSPORTATION CODE §681.011 (g).
   c. In addition, elected officials, and Employees are subject to Sections 614.01 and 614.07 of the Fort Bend County Employee Information Manual, Parking Policy.

C. Signage

All County-owned property subject to this Order shall contain appropriately worded signs to inform operators of a vehicle of the parking restrictions or prohibitions. (OCCUPATION CODE, Chapter 2308, Subchapter G)

D. Non-Consent Towing

a. The County reserves the right to remove and impound any vehicle that is parked in such a way as to constitute a violation of any rule or regulation stated herein. The owner and/or operator of any vehicle that is removed for violation of these rules shall pay all costs for the removing, impounding and storing of such vehicle per TEXAS LOCAL GOVERNMENT CODE §615.001 (d).

b. A non-consent tow s means any tow of a motor vehicle that is not initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle and includes a tow of a motor vehicle initiated by the Fort Bend County Sheriff or Fort Bend County Constables, or their designee

c. Towing and storage of a vehicle in violation of these Rules and Regulations shall be performed in accordance with the *Revised Order Creating Rules and Regulations for NonConsent Towing and Storage Service of Fort Bend County* as amended and adopted by Commissioners Court. (Attachment B)

d. Phone number will be answered 24-hours and is 281-341-4666.

e. The maximum allowable fee that may be collected in connection with a nonconsent Tow is $150.00.

V.
Effective Date

The effective date of these Rules and Regulations shall be April 1, 2009.

PASSED AND APPROVED this the 24 day of March, 2009.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

Attachment A

Fort Bend County Employee Manual
Section 614

Attachment B

Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County

614 – PARKING POLICY AT DESIGNATED FORT BEND COUNTY OWNED PROPERTY

Section 614.01 Regulating Parking at Fort Bend County Designated Property

The Fort Bend County parking policy regulates parking by the general public as well as employees on designated County owned property. This policy is included in this manual to inform all employees that they are required to adhere to the parking policy at all times when parking at the Courthouse Complex, whether they are operating a county-owned vehicle, or a privately owned vehicle.

This policy is adapted from the *Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Property* adopted by Commissioner Court and effective April 1, 2009.

Elected Officials, Department Heads, and other employees who violate this policy shall be responsible for any applicable fines and/or removal, impoundment or storage fees, whether the vehicle is a county-owned vehicle or a privately owned vehicle. County-owned vehicles must be retrieved from storage promptly (usually within 24-hours). In addition, an employee who repeatedly disregards or violates this parking policy may be subject to discipline, up to and including termination of employment.

Section 614.02 Scope Courthouse Complex, Richmond, TX

The scope of this policy will only include the County owned properties described below and furthermore, these properties and their surface parking lots will be referred to as the "Courthouse Complex, Richmond TX."

- Courthouse, 401 Liberty Street, Richmond TX
- William B. Travis Building, 309 S. 4th Street, Richmond TX
- Jane Long Annex, 501 Liberty Street, Richmond TX
- O.J. "Mac" MacDowell Jury Assembly Room, 212 Houston Street, Richmond TX
- Emergency Medical Services, Station 6, 204 Main Street, Richmond TX

Section 614.03 Purpose

The purpose of this policy is to protect and promote the general health, safety, welfare, public convenience and good government of Fort Bend County by regulating parking on property owned by the County, and to communicate to the general public, County Elected Officials, Department Heads, and employees, the County's formal policy and procedures for parking on County owned property.

Section 614.04 Authority and Application

This policy is issued under the authority of Section 445.001 of the Local Government Code, and applies to all County Elected Officials, Department Heads, employees and the public.

Section 614.05 Responsibility

It shall be the responsibility of the Fort Bend County Sheriff's Office or Constables' Offices, whichever agency is available, to enforce parking regulations on County owned property, whether the property is located within a city limits or in an unincorporated area of the County.

Section 614.06 Policy

1. Commissioners Court may designate areas on County-owned land to be used for parking vehicles and shall direct where County Elected Officials, Department Heads, employees and the public shall park. Signage will be posted where appropriate to facilitate parking policy compliance.
2. It is the responsibility of the motor vehicle operator to find a legal parking space.
3. Lack of space is not a valid reason for violating a parking regulation.
4. Vehicles are considered parked when left unattended for any period of time.
5. All areas not specifically designated for parking are "No Parking" zones. These areas will not be posted.
6. The owner or operator of a vehicle may not leave a vehicle unattended on county owned property that:[i]
    a. Is in or obstructs a vehicular traffic aisle, entry, or exit of the County-owned land
    b. Prevents a vehicle from exiting a parking space on County owned land
    c. Is in or obstructs a marked fire lane
    d. Is in or obstructs a posted reserved parking space
    e. Does not display the special license plates issued under Section 504.201 of the Transportation Code, or the disabled parking placard issued under Chapter 681, Transportation Code, for a vehicle transporting a disabled person and is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person
    f. Has been designated as Reserved and properly posted as such under Occupation Code 2308.305.
7. These prohibitions do not apply to an emergency vehicle responding to an emergency, that is owned by, or the operation of which is authorized by, a governmental entity.
8. These prohibitions will be in place Monday-Friday from 7:00 a.m.-6:00 p.m. exclusive of County Holidays.

Section 614.07 Enforcement

A person commits an offense if the person parks a vehicle in violation of a rule adopted under this section. An offense under this section is a Class C misdemeanor,[ii] or subject to a fine as imposed by Transportation Code §681.011(g).

The County reserves the right to remove and impound any vehicle that is parked in such a way as to constitute a serious hazard or is in violation of any rule stated herein. The owner of any vehicle that is removed for violation of these rules will be required to pay all costs for the removing, impounding and storing of such vehicle,[iii] in accordance with the *Revised Order Creating Rules and Regulations for Non-Consent Towing and Storage Services of Fort Bend County.*

In addition, as per Section 614.01, an Elected Official, Department Head or other County employee who violates any parking regulation while operating a County owned vehicle, shall be responsible for all costs for the removing, impounding and storing of such vehicle, and any applicable fines. A County owned vehicle that has been impounded must be retrieved promptly (usually within 24 hours).

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
March 24, 2009

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[i] Occupations Code §2308.251
[ii] Local Government Code § 615.001(c)
[iii] Local Government Code § 615.001(d)

17A

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: 03/18/09

Court Date: 03/24/09

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

SUMMARY OF ITEM: Take all appropriate action to appoint Thomasine Johnson to Board of Directors of the Missouri City Tax Reinvestment Zone 2 to fill the vacancy created by the resignation of Greyling Poats.

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: _____

176

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

On this the **24** day of **March** 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: **Precinct 2 Missouri City Annex** Accounting Unit: **100687888**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Precint 2 Missouri City Annex	100687888 P687-06PCT2	$ 1,900,000
	TOTAL TRANSFERRED TO:	**$ 1,900,000**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
General Fund Project	100687888 P687-07CommPro	$ 1,900,000
	TOTAL TRANSFERRED FROM:	**$ 1,900,000**

EXPLANATION: allocate additional fund for the Missouri City Annex in Precinct 2.

for Department Head: Frances L. Hodges Date: 3-19-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

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

86

Form BO1
Revised 10/2005

Pct 2 H&HS Building		
Date	Action	Contract Amount
	Court Approved Architectural Services	
2/6/2007	AutoArch P.O . # PC0472943	$168,000.00
	Reimbursables	$2,500.00
9/25/2007	1st Amendment	$87,600.00
	2nd Amendment-Addt'l Services & Reimbursables	$19,100.00
	Court Approved Engineering & Survey Services	
5/30/2007	Kelly Kaluza PO # PC0473136	$18,000.00
	Misc Commitments/Invoices-to date	$424,793.63
	Construction	
	Crain Zamora	$3,264,450.00
1/9/2008	Geotech	
	QC Labs	$2,600.00
	Materials Testing	
	Estimate	$20,000.00
	ADA Plan Review/Inspection	
	Estimate	$2,000.00
	Tap Fees	
	Estimate	$20,000.00
	Impact Fees	
	Estimate	$40,000.00
	Cabling	
	Estimate	$35,000.00
	Consulting Fees	
	Estimate	$100,000.00
	Data Com/Tele Equipment	
	Estimate	$65,000.00
	FF&E	
	Estimate	$125,000.00
	Owner's Contingency	$400,000.00
	Note: Misc includes plat fees	
	QC Lab fees removed from Misc expenses	
	Total Estimate	$4,794,043.63
	Total Estimate	$4,794,043.63
	Tax A/C MC Remodel-CIP	$896,145.00
	Pct 2 Bond Funds	$2,100,000.00
		$1,797,898.63

Missouri City Annex
FF&E Budget Estimates

County Clerk Office

Awaiting breakdown from Alisha

Sub - Total	$ 36,370

Tax Office

Copy Machine	$ 3,650
Benches for Lobby	$ 7,640
Employee Chairs (10)	$ 1,575
Employee Lockers	$ 550
Information Pamphlet Holder	$ 350
Voice Amplification System	$ 6,500
Check Endorser	$ 2,500
Sub - Total	$ 22,765

Veterans Services Office

Desk, 3 chairs, 2 file cabinets	$ 2,500

Main Lobby

Stack Chairs (48)	$ 3,600

HHS / Social Services	by Dr. Galloway

Grand Total	**$ 65,235**

AGENDA ITEM

18

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: 03.18.09 **Submitted By:** Laura Johnson
Department: Commissioner Pct 4
Court Agenda Date: 03.24.09 **Phone Number:** 4556

SUMMARY OF ITEM: Take all appropriate action on Deed conveying 0.3315 acres more or less to Fort Bend County related to Interlocal Agreement for regional improvements regarding Oil Field Road, approved by Commissioners Court on September 3, 2008 in item #27.

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

List Supporting Documents Attached: Correct to 9/23

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

3-30-09 orig. Deed recorded in property records at Co. Clerk & ret. to Laura at Co. Attorney

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

February 19, 2009

Mr. Lee Duggan, Jr.
13300 Murphy Road
Stafford, TX 77477

Re: Oilfield Road Right-of-Way

Dear Mr. Duggan,

Enclosed for your execution, please find the deed to Fort Bend County in connection with the Oilfield Road project. In exchange for your donation of the deed to Fort Bend County, Fort Bend County Levee Improvement District No. 19 (the "District") agrees to construct two (2) new driveways and improve one existing driveway from Oilfield Road to your property, construct median openings and install 14" sleeves for utilities in accordance with the Construction Plans for Paving and Drainage Improvements prepared by Costello, Inc. for the District, Job No. 2007202-04.05, signed, sealed, and dated December 11, 2008 and as shown on the attached exhibit.

Sincerely,

J. Michael Dinges
President, Board of Directors

Enclosures

225719.doc

DEED 2009029294
10 PGS

SPECIAL WARRANTY DEED
(Oilfield Road Right-of-Way)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THAT, LEE M. DUGGAN, JR., PEGGY B. DUGGAN, AND LEE M. DUGGAN III, ("GRANTORS"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to GRANTORS in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas ("GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said GRANTEE all of GRANTORS' right, title and interest in that certain lot, tract or parcel of land in Fort Bend County, Texas, described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property").

This conveyance is granted by Grantors in consideration of Grantee widening Oilfield Road at no cost to Grantors in accordance with the Construction Plans for Paving and Drainage Improvements for Oilfield Road at Creekstone prepared by Costello, Inc. for Fort Bend County Levee Improvement District No. 19, Job No. 2007202-04.05 signed, sealed and dated December 11, 2008 (the "Plans"). More specifically, such district is to construct two new driveways, improve an exhibiting driveway, construct median openings and install 14" sleeves as noted on pages 9 and 10 of 33 of the Plans as consideration for this conveyance. In the event that the widening of Oilfield Road is not completed in accordance with the Plans by March 1, 2011, title to the Property shall revert to Grantors without further action by any party, provided however, that Grantee agrees to sign such further documents as Grantors may reasonably require documenting the reversion of the Property to Grantors.

THIS CONVEYANCE IS MADE BY GRANTORS AND ACCEPTED BY GRANTEE subject to the terms, conditions, and provisions hereof and further subject to all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, liens encumbrances, regulations or orders of municipal and/or other governmental authorities of record, if any, or other matters of record validly existing and affecting the Property.

CCM 3-24-09 # 18
Fort Bend County Clerk
Return Admin Serv Coord

EXCEPTING AND RESERVING thereout and therefrom to GRANTORS, their successors and assigns forever, all of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with the same in and underlying the Property.

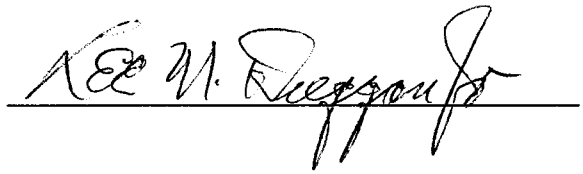
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto GRANTEE, its successors and assigns, forever, and GRANTORS do hereby bind themselves, their heirs and assigns, to warrant and forever defend, all and singular the Property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTORS, but not otherwise, subject to the matters herein set forth.

[EXECUTION PAGES FOLLOW]

EXECUTED this 27th day of February, 2009.

GRANTORS:

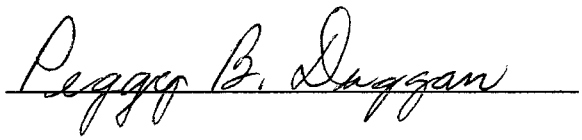
LEE M. DUGGAN, JR.



LEE M. DUGGAN III

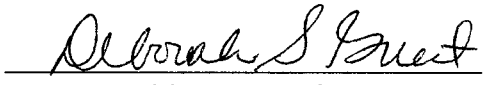


PEGGY B. DUGGAN



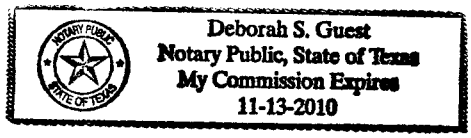
THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th day of February 2009, by Lee M. Duggan, Jr.



Notary Public, State of Texas

(NOTARY SEAL)



THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th day of February 2009, by Lee M. Duggan III.

Deborah S. Guest
Notary Public, State of Texas
My Commission Expires
11-13-2010

Deborah S Guest
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th day of February 2009, by Peggy B. Duggan.

Deborah S. Guest
Notary Public, State of Texas
My Commission Expires
11-13-2010

Deborah S Guest
Notary Public, State of Texas

(NOTARY SEAL)

GRANTEE:

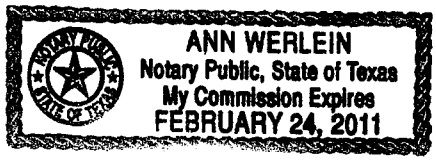
FORT BEND COUNTY, TEXAS
A Texas political subdivision

By: Robert Hebert
Name: Robert Hebert 3/24/09
Title: County Judge

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 24 day of March, 2009, by Robert Hebert, County Judge of Fort Bend County, Texas, a Texas political subdivision on behalf of said political subdivision.

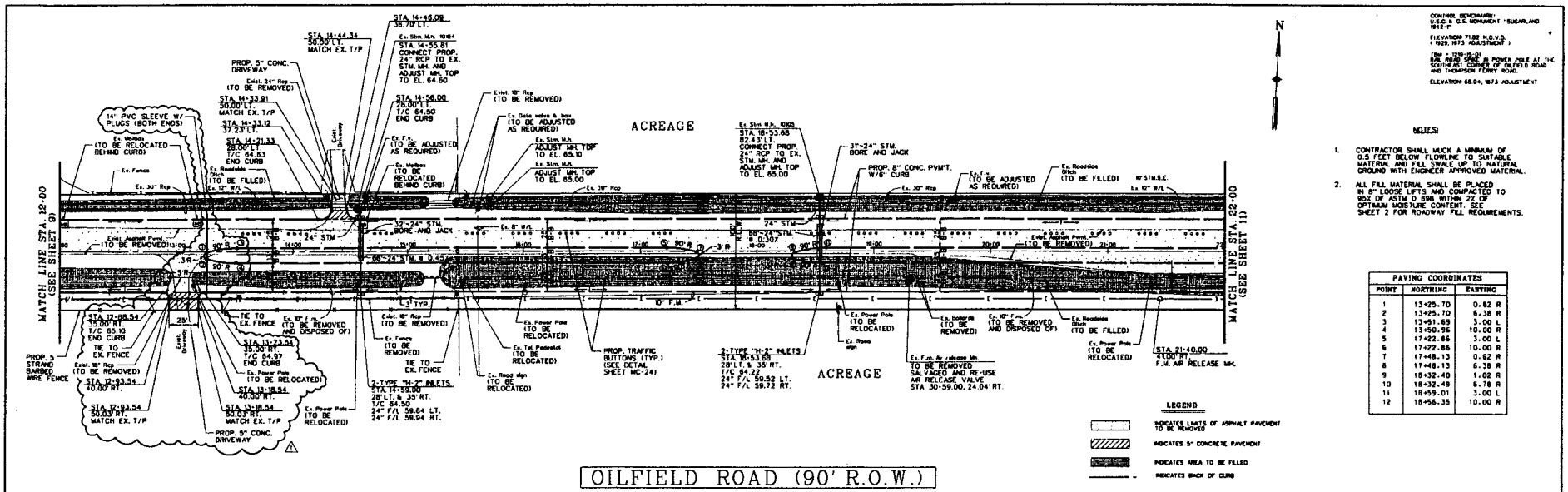


Ann Werlein
Notary Public, State of Texas

Attachment: Exhibit A - Legal Description of the Property

AFTER RECORDING, please return to Grantee, c/o ~~LLP, Attention: Tara Castillo, 3200 Southwest Freew~~ ~~77027~~.

Fort Bend County Attorney's Office
301 Jackson, Suite 728
Richmond, Texas 77469



CONTROL BENCHMARK:
U.S.C. & G.S. MONUMENT "SUGARLAND 1913 F"

ELEVATION 71.82 N.G.V.D. (1929, 1973 ADJUSTMENT)

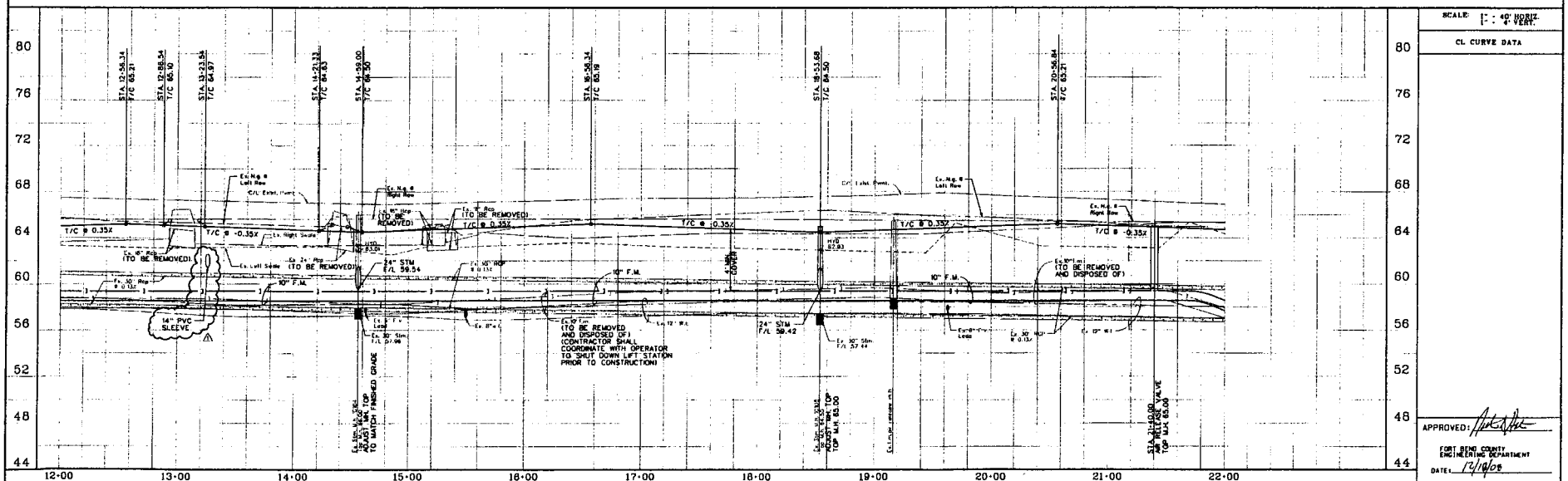
TBM = 1219-15-01
RAIL ROAD SPIKE IN POWER POLE AT THE SOUTHEAST CORNER OF OILFIELD ROAD AND THOMPSON FERRY ROAD.

ELEVATION 68.04, 1973 ADJUSTMENT

NOTES:

1. CONTRACTOR SHALL MUCK A MINIMUM OF 0.5 FEET BELOW FLOWLINE TO SUITABLE MATERIAL AND FILL SWALE UP TO NATURAL GROUND WITH ENGINEER APPROVED MATERIAL.
2. ALL FILL MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND COMPACTED TO 95% OF ASTM D 698 WITHIN 2% OF OPTIMUM MOISTURE CONTENT. SEE SHEET 2 FOR ROADWAY FILL REQUIREMENTS.

PAVING COORDINATES		
POINT	NORTHING	EASTING
1	13+25.70	0.62 R
2	13+25.70	6.38 R
3	13+51.69	3.00 L
4	13+50.96	10.00 R
5	17+22.86	3.00 L
6	17+22.86	10.00 R
7	17+48.13	0.62 R
8	17+48.13	6.38 R
9	18+32.40	1.02 R
10	18+32.49	6.78 R
11	18+59.01	3.00 L
12	18+56.35	10.00 R



SCALE: 1" = 40' HORIZ. 4' VERT.

CL CURVE DATA

APPROVED:

FORT BEND COUNTY ENGINEERING DEPARTMENT

DATE: 12/18/08

NO.	REVISION	DATE	BY
1	REVISED DRIVEWAY LOCATIONS AND MEDIAN OPENING LOCATIONS	12/4/08	AO
	ADDED 14" PVC SLEEVE		

DESIGNED BY:
DESIGN CHECKED BY:
DRAWN BY:
COGO CHECKED BY:
SURVEY CHECKED BY:
QA/QC BY: DATE:
QA/QC REVISIONS BY:

Costello, Inc.
Engineering and Surveying
9990 Richmond Avenue, Suite 450
North Building
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax

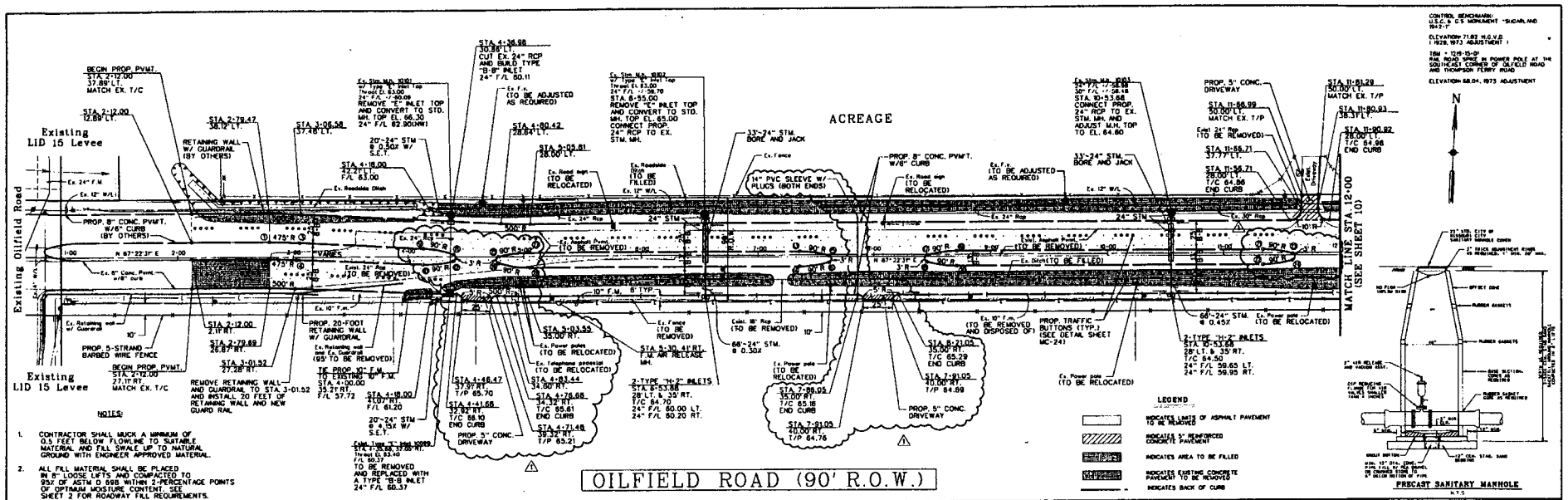
OILFIELD ROAD AT CREEKSTONE

PLAN AND PROFILE
OILFIELD ROAD
STA. 12+00 TO STA. 22+00

STATE OF TEXAS
CHAD E. HARLAND
85468
LICENSED PROFESSIONAL ENGINEER

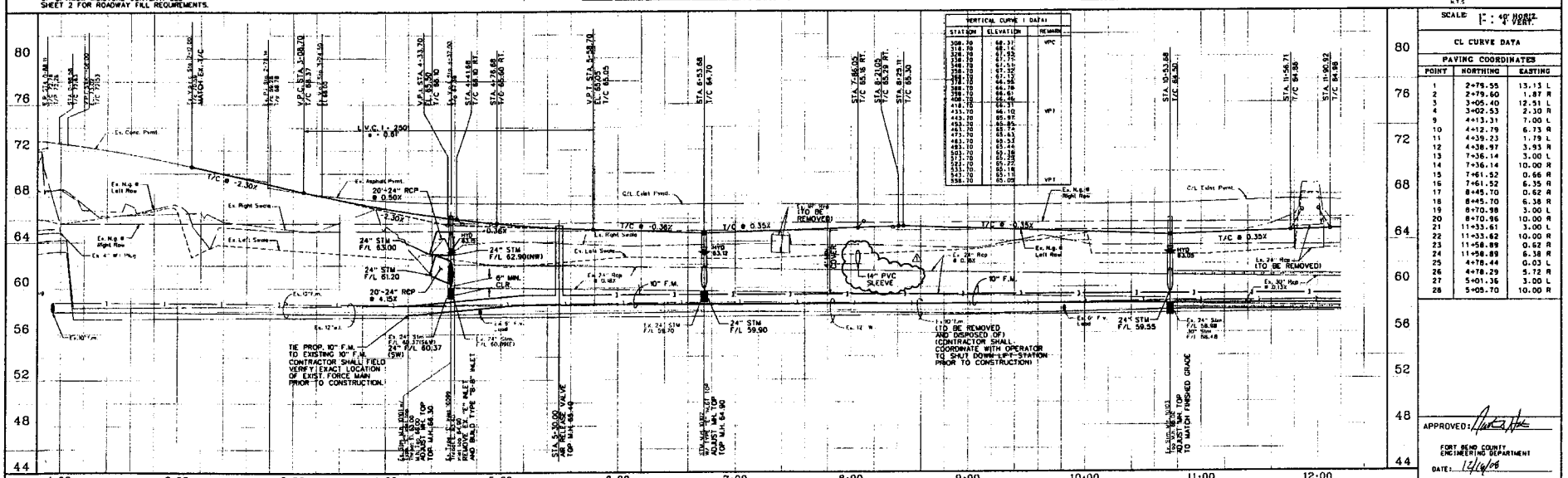
SHEET 10 OF 33 SHEETS

JOB NO. 2007802 04.05



NOTES:

1. CONTRACTOR SHALL MUCK A MINIMUM OF 0.5 FEET BELOW FLOWLINE TO SUITABLE MATERIAL AND FILL SWALE UP TO NATURAL GROUND WITH ENGINEER APPROVED MATERIAL.
2. ALL FILL MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND COMPACTED TO 95% OF ASTM D 698 WITHIN 2-PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. SEE SHEET 2 FOR ROADWAY FILL REQUIREMENTS.



SCALE 1" : 40' HORIZ. 1" : 4' VERT.

CL CURVE DATA

PAVING COORDINATES

POINT	NORTHING	EASTING
1	2+79.55	13.13 L
2	2+79.60	1.87 R
3	3+05.40	12.51 L
4	3+02.53	2.10 R
9	4+13.31	7.00 L
10	4+12.79	6.73 R
11	4+39.23	1.75 L
12	4+38.97	3.93 R
13	7+36.14	3.00 L
14	7+36.14	10.00 R
15	7+61.52	0.66 R
16	7+61.52	6.35 R
17	8+45.70	0.62 R
18	8+45.70	6.38 R
19	8+70.98	3.00 L
20	8+70.96	10.00 R
21	11+33.61	3.00 L
22	11+33.62	10.00 R
23	11+58.89	0.62 R
24	11+58.89	6.38 R
25	4+78.44	0.03 L
26	4+78.29	5.72 R
27	5+01.36	3.00 L
28	5+05.70	10.00 R

APPROVED: _____
FORT BEND COUNTY ENGINEERING DEPARTMENT
DATE: 12/6/06

NO.	REVISION	DATE	BY
1	REVISED DRIVEWAY LOCATIONS AND MEDIAN OPENING LOCATIONS ADDED 14" PVC SLEEVE	12/4/08	AO

DESIGNED BY:
DESIGN CHECKED BY:
DRAWN BY:
CODO CHECKED BY:
SURVEY CHECKED BY:
QA/QC BY: _____ DATE: _____
QA/QC REVISIONS BY:

Costello, Inc.
Engineering and Surveying
9990 Richmond Avenue, Suite 450
North Building
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax

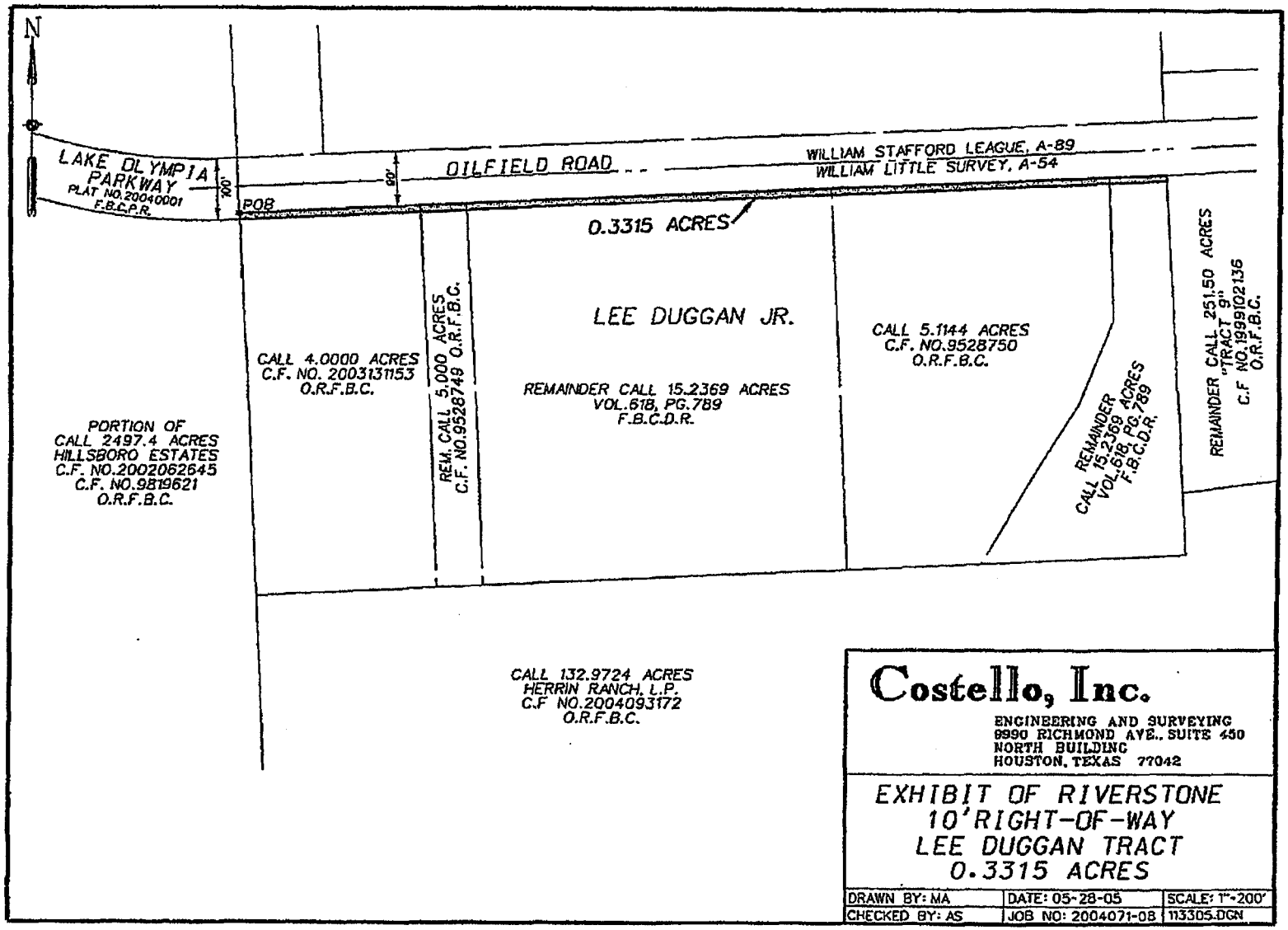
OILFIELD ROAD AT CREEKSTONE

PLAN AND PROFILE
OILFIELD ROAD
STA. 1+00 TO STA. 12+00

CHAD E. HARLEWICZ — 85408 — LICENSED PROFESSIONAL ENGINEER — 12/4/08

SHEET 9 OF 33 SHEETS

JOB NO. 2007202.04.00



Costello, Inc.

ENGINEERING AND SURVEYING
9990 RICHMOND AVE., SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042

EXHIBIT OF RIVERSTONE
10' RIGHT-OF-WAY
LEE DUGGAN TRACT
0.3315 ACRES

DRAWN BY: MA	DATE: 05-28-05	SCALE: 1"=200'
CHECKED BY: AS	JOB NO: 2004071-08	113305.DGN

AS PER ORIGINAL

EXHIBIT A

County:	Fort Bend
Project:	Riverstone; Duggan Tracts- 10' R.O.W.
C.I. No.:	1133-05
Job Number:	2004071-08

FIELD NOTES FOR 0.3315 ACRES

Being a 0.3315 acre tract of land located in the William Little Survey, Abstract-54, in Fort Bend County, Texas; said 0.3315 acre tract being a portion of a call 4.0000 acre tract of land recorded in Clerk's File Number 2003131153 of the Official Records of Fort Bend County, (O.R.F.B.C.), Texas; a portion of a call 5.1144 acre tract of land recorded in Clerk's File Number 9528750 of the O.R.F.B.C., a portion of the remainder of a call 5.000 acre tract of land recorded in Clerk's File Number 9528749 of the O.R.F.B.C. and a portion of the remainder of a call 15.2369 acre tract of land recorded in Volume 618, Page 789 of the Fort Bend County Deed Records; said 0.3315 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the City of Missouri City G.P.S. Monumentation Program, Texas Coordinate System, South Central Zone (NAD 27), using City Survey Marker No. 7096 and 7076):

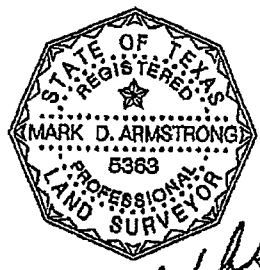
Beginning at a 5/8-inch iron rod found at the northwest corner of said 4.0000 acre tract, same being on the east terminus line of Lake Olympia Parkway (100-feet wide) as recorded in Plat Number 20040001 of the Fort Bend County Plat Records and on the south Right-of-Way (R.O.W.) line of Oilfield Road (90-feet wide);

1. Thence, with said south R.O.W. line, North 87 degrees 22 minutes 37 seconds East, a distance of 1443.86 feet to a 5/8-inch iron rod with bronze cap stamped "2297" found at the northeast corner of aforesaid 15.2369 acre tract, same being the northwest corner of the remainder of a call 251.50 acre tract of land recorded in Clerk's File Number 1999102136 of the O.R.F.B.C.;

2. Thence, with the common line of said 15.2369 acre tract and said 251.50 acre tract, South 03 degrees 11 minutes 32 seconds East, a distance of 10.00 feet;

3. Thence, through said 15.2369 acre tract, aforesaid 5.1144 acre tract, aforesaid 5.000 acre tract and aforesaid 4.0000 acre tract, South 87 degrees 22 minutes 37 seconds West, a distance of 1443.94 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found at the southeast R.O.W. corner of aforesaid Lake Olympia Parkway, same being on the west line of said 4.0000 acre tract;

4. Thence, with the east terminus line of said Lake Olympia Parkway and the west line of said 4.0000 acre tract, North 02 degrees 41 minutes 32 seconds West, a distance of 10.00 feet to the **Point of Beginning** and containing 0.3315 acres of land.



03/31/05

Ret
Fort Bend County Clerk
Admin Serv Coord

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 Mar 30 10:12 AM 2009029294

JH $0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

19

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

---

Date Submitted: 03/18/2009

Court Date: 03/24/2009

Submitted By: Ed Sturdivant
Department: Auditor's Office
Telephone: 281-341-3769

SUMMARY OF ITEM:

Approve Change Order #6 to Lawson Software Americas, Inc. not to exceed $5,500 for support and services needed for recoupling of hardware/software. Services Change Description and Benefits are detailed on page two of the change order.

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: Project Renaissance

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:

Approve Change Order #6 to Lawson Software Americas, Inc. not to exceed $5,500 for support and services needed for recoupling of hardware/software.

Special Handling:

3-27-09 Copy received

LAWSON

CHANGE ORDER FORM

Change Order Form

This Services Change Order Form ("Change Order") modifies the Statement of Work ("SOW") identified below that was entered into between Lawson Software Americas, Inc. d/b/a Lawson Software ("Lawson") , and its predecessor ("Lawson") and the "Customer" identified below (collectively "the Parties"). Capitalized terms not otherwise defined in this Change Order have the same respective meanings as contained in the SOW. The rates listed below are only applicable for the Services provided in connection with this Change Order. This Change Order is effective as of the date signed by Lawson ("Effective Date").

Project Management Use

Customer Name:	Fort Bend County (6237)
SOW / Project Name :	Fort Bend County v11, 07-26-2006/Recoupling
Change order No:	6
Date Received:	03/18/2009

Updated Issue Log ☐ Date Updated: Year Month Day

Review Priority: ☐ 1 ☒ 2 ☐ 3 ☐ 4

1 Required to meet project objectives, cannot continue project without decision

2 Required to meet project objectives, decision needed as soon as possible

3 Significant project benefits from the change

4 Nice to have

Change Requestor Use

Requestor name: Dan Schmidtke	Date: Year 2009 Month 03 Day 13

Copyright © Lawson
Revised 2007 Sep 07

LAWSON

Change Requestor Use

Services Change Description and Benefits

[Include specific information regarding additional Services needed, new milestones, business benefits, etc. in a format similar to the Statement of Work including Customer and Lawson expectations, etc.]

Need technical resource to fix recoupling issue. Issue sent to Urgent Care under Dan Schmidtke's review. LPS is estimating this work to take no more than 48 hours of effort. Client reported issue Dan in February 2009.

This work can be completed remotely. If not completed remotely then the client is responisble for the consultants expenses per FBC Travel Policy.

Client has agreed to pay half of the hours it takes to resolve this issue. (ie: If 48 hours of work; client will pay 24 and Lawson will cover the other 24.) This discount agreement is valid until 12/1/09, at which time the client is responsible for 100% of the worked hours.

Client agrees to upgrade all necessary personal computers to the Windows XP (SP2 or higher) with the latest IE patches

Tasks included in this effort:

1. Preparation Call with Lawson and FBC
2. Lawson provide email of preparation instructions to FBC, (backups, etc.)
3. Lawson recouple Landmark and LSF environment on Test Server and reconfigure SSL to work in a coupled environment
4. FBC test the Test System Environment
5. Lawson recouple Landmark and LSF environment on Production Server and reconfigure SSL to work in a coupled environment
6. Lawson to provide coaching assistance in the editing of documentation related to product line copy and the changing of the system administrator password, FBC will be responsible for all documentation changes.
7. Lawson to provide a copy of the Web-ex recordings for steps 3 and 5.

Change Assessment Use

Change Impact	
Increase in Project Timeline: ☐ Yes ☐ No	Increase in Project Cost: ☒ Yes ☐ No
Estimated days increase:	Estimated cost increase: $5,500.00
New estimated completion date: Year Month Day	Total value change orders (% of SOW budget):

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LAWSON

Change Assessment Use

Services and Daily Rates. For a period of 12 months from the Effective Date, Lawson agrees to provide the Services described in the "Services Change Description and Benefits" section above on a time and materials basis at the Service Fee rates listed below.

Services	Estimated Service Hours	Hourly Service fee	Estimated Total Services Fees in local currency***
Implementation Management/Planning - Application		0	
Implementation Management/Planning - Technical	0	0	
Application Consulting – Associate	0	0	
Application Consulting – Application	0	0	
Application Consulting – Senior			
Technical Consulting – Associate	0	0	
Technical Consulting – Technical	48	250.00	11,000.00
Technical Consulting – Senior			
Client Site Training*	0	0	
Lawson Site Training**	0	0	
Other Services	-24	-250.00	-5,500.00
		Total:	$5,500.00

* Requires that Customer provide, at its expense, training facilities equivalent to Lawson's training facilities.

** Requires that Customer pay its own travel and living expenses when attending training.

*** Actual total Services Fees may vary from the Estimated Total Services Fees listed above depending on the actual number of Service Days or Service Hours rendered.

Review Process

☐ Reviewed by Project Manager,	
☐ Reviewed by Customer Project Manager,	
☐ Reviewed by Project Sponsor / Steering Committee	

For LAWSON SOFTWARE AMERICAS, INC.	For Fort Bend County (Client #6237)
(Authorized Signature)	(Authorized Signature)
Mark Rask	Robert E. Hebert
(Printed Name)	(Printed Name)
Practice Director - Technology	County Judge
(Title)	(Title)
	3-24-09
(Date)	(Date)

Copyright © Lawson

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:	**03/19/2009**	**Submitted By: Mary Reveles**
		Department: ENGINEERING
Court Agenda Date:	**03/24/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on interlocal agreement between Fort Bend County and the City of Sugar Land for road improvements for University Blvd. North Bridge and University South through Brazos Landing, Mobility Bond Project No. 723.

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

List Supporting Documents Attached: Agreement, approved by City of Sugar Land on March 17, 2009.

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: 2007 Mobility Bond Projects

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):

3-24-09
#21

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT
FOR UNIVERSITY BLVD NORTH BRIDGE AND UNIVERSITY BLVD SOUTH

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

RECITALS

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by state or federal government; and

WHEREAS, the projects contemplated in this Agreement are the street or road improvements and associated drainage for the University Blvd. North Bridge and University South thru Brazos Landing projects; and

WHEREAS, construction of the projects will improve traffic flow/circulation and drainage in the service area, and such projects are desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the projects are part of city streets that are an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of County finds that the projects contemplated in this Agreement serve a County purpose; and

WHEREAS, the City and the County agree to participate in these projects according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and

4-14-09 orig. ret. to Mary R. at CO. Attorney

benefits to both parties, it is agreed as follows:

I.
DEFINITIONS

City means the City of Sugar Land, Texas.

County means Fort Bend County, Texas.

Projects means the University South from Commonwealth to First Colony LID 2 Outfall Project and the University North Extension from Ditch H to US 90A Project.

University North Extension from Ditch H to US 90A Project means the extension of University Blvd North from its terminus across Ditch H to US 90A that includes:

(1) Construction of a 4-lane divided arterial section including a bridge section over Ditch H to US 90A;

(2) Intersection improvements at US 90A including the installation of a traffic signal; and

(3) Associated drainage improvements.

University South from Commonwealth to First Colony LID 2 Outfall Project means the extension of University Blvd South from its terminus at Commonwealth Blvd., extending south and turning east, crossing over Ditch H, and continuing through the Brazos Landing subdivision crossing the Fort Bend County Levee Improvement District #14 and First Colony Levee Improvement District #2 drainage outfalls and connecting to University Blvd at the boundary of the Riverstone Development that includes:

(1) Construction of a 4-lane divided arterial section with plans for expansion to 6-lane connecting to University Blvd in the Riverstone Development;

(2) Construction of multiple bridge sections over Ditch H, FBC LID 14 and FC LID 2 drainage outfalls;

(3) Intersection improvements at Elkins Road and Monarch Road; and

(4) Associated drainage improvements.

II.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

III.
COUNTY RIGHTS AND OBLIGATIONS

A. The County's sole obligation under this Agreement is to provide the funding specified in this Section. Upon request for payment from the City, the County agrees to pay the City out of the 2007 General Obligation Bonds for Mobility Projects an amount that constitutes the *lesser* of the following:

(1) Fifty-Five Percent (55%) of the total Projects' costs; or
(2) $11,207,000.

B. The County is not obligated to expend any further funds on the Projects that are payable out of the 2007 General Obligation Bonds for Mobility Projects.

C. The County will forward the lesser amount as detailed in paragraph III.A. above as follows:

(1) Twenty-Five percent (25%) upon City's award of a construction contract for the the University North Extension from Ditch H to US 90A Project or the University South from Commonwealth to First Colony LID 2 Outfall Project, whichever is awarded first; and
(2) Twenty-Five percent (25%) when Twenty-Five percent (25%) of the construction has been completed for the University South from Commonwealth to First Colony LID 2 Outfall Project; and
(3) Twenty-Five percent (25%) when Fifty percent (50%) of the construction has been completed for the University South from Commonwealth to First Colony LID 2 Outfall Project; and
(4) Twenty-Five percent (25%) when Seventy-Five percent (75%) of the construction has been completed for the University South from Commonwealth to First Colony LID 2 Outfall Project.

D. The City will forward to the County a request for payment that includes sufficient detail for the County to determine whether the requirement of III.C. above has been met for the particular payment request. The County will forward payment to the City within 30 days of the County's receipt of the request and detail from the City.

IV.
CITY OBLIGATIONS

A. The City is responsible for managing the design and overseeing the construction and completion of the Projects in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, if any, and all other applicable state and federal laws.

B. In the event the City determines the Projects lacks feasibility or for any other reason elects to forego its construction, the City shall refund all amounts provided by County upon thirty (30) days written notice to the City.

C. The City shall submit reports to the County describing in sufficient detail the progress of the Projects. These reports shall be submitted to County when construction of each Project is 50% complete, 75% complete, and 100% complete. Construction reports received by the City from contractors detailing the progress of the Projects shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

D. The City will submit the plans for the Projects to the County Engineer for review in accordance with the 2007 General Obligation Bond requirements for the Projects. During the work on the Projects, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Projects and may inspect the work in progress, provided that it does not interfere with the work.

E. Upon completion of the Projects, but no later than 90 days after, the City will furnish the County with a full accounting of the funds expended on the Projects and a set of record drawings showing the Projects as constructed. The County Auditor may review the City's records regarding these Projects.

F. If, after completion of both Projects and the City's receipt of the funds as stated in Section III, there are funds remaining and/or savings for the Projects, 55% of such funds shall be refunded to the County within ninety (90) days from the date of the full accounting provided to the County as required in Section IV(E) above.

V.
LIABILITY

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

VI.
USE OF COUNTY RIGHT-OF-WAY

The County authorizes the City to use County-owned right-of-way, if any, upon which the Projects are to be constructed and County-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Projects.

VII.
LIMIT OF APPROPRIATION

A Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of Fifty-Five Percent (55%) of the total cost of the Projects or $11,207,000, WHICHEVER AMOUNT IS LESS, payable out of the 2007 General Obligation Bonds for Mobility Projects specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Projects under this Agreement.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become

entitled to out of the 2007 General Obligation Bonds for Mobility Projects and the total maximum amount that the County will reimburse the City hereunder out of the 2007 General Obligation Bonds for Mobility Projects will not under any condition, circumstance or interpretation hereof exceed the amount of Fifty-Five Percent (55%) of the total cost of the Projects or $11,207,000, WHICHEVER AMOUNT IS LESS.

VIII.
ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

XI.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

X.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or hand-delivered to the following addresses:

City of Sugar Land
2700 Town Center Blvd. N.
P.O. Box 110
Sugar Land, Texas 77487-0110
(281) 275-2218
(2810275-2771 fax
Attention: City Manager

Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier

XI.
ENTIRE AGREEMENT

The County's financial obligations under this Agreement are in addition to the County's financial obligations under the Interlocal Agreement between the City and the County dated April 13, 2004 for construction of University Blvd. between Commonwealth and the First Colony LID No. 2 levee (the 2004 Agreement). This Agreement does not replace the 2004 Agreement and the County's financial obligations under the 2004 Agreement remain in effect. This Agreement and the 2004 Agreement contain the entire agreement between the parties relating to the University Blvd. construction anticipated by this Agreement and the 2004 Agreement. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

XII.
EXECUTION

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

Date 3-30-09

ATTEST:

Dianne Wilson, Fort Bend County Clerk

CITY OF SUGAR LAND

for Allen Bogard, City Manager

Date: 3-20-09

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Virginia A. Carr

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $11,207,000 out of the 2007 General Obligation Bonds for Mobility Projects to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

AGENDA ITEM

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: 3-18-2009	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 3-24-2009	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

1) Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit FY09 Elderly & Disabled Section 5310 Project Grant Agreement, State Project No ED 0905(12), Contract No 51912F7217 to the Texas Department of Transportation to receive Federal funds in the amount of $160,000 and TDC's in the amount of $32,000, with no local match required through August 31, 2010.

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

List Supporting Documents Attached: *5310 E & D PGA*

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):

3-27-09 Copy received

SUBRECIPIENT: **Fort Bend County**
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5310) GRANT AGREEMENT - FEDERAL
STATE PROJECT NO.: ED 0905 (12)
MISC. CONTRACT NO. 51912F7217

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL PUBLIC TRANSPORTATION 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 5310, authorizes the U.S. Secretary of Transportation to make grants to state governments to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; 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 Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Section 5310 grant program; and

WHEREAS, the Subrecipient submitted a Fiscal Year Grant Application, Part I for federal financial assistance to be used to provide transportation services to elderly individuals and individuals with disabilities, and the Texas Transportation Commission approved the application by Minute Order Number **111700**; and,

WHEREAS, the Subrecipient must execute a Fiscal Year Grant Application, Part I at the start of each fiscal year grant period for consideration for new state and/or federal grants; and,

WHEREAS, the Subrecipient must execute a Fiscal Year Grant Application, Part II each year for consideration for new federal grants; 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; and,

WHEREAS, the U.S. Secretary of Transportation approved the State's request;

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 **March 5, 2009** whichever is later. This PGA shall remain in effect until **August 31, 2010** unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the contract period shall be ineligible for reimbursement. This PGA will not be considered fully executed until both parties have executed a Fiscal Year 2006 Master Grant Agreement, and the Subrecipient has submitted the Fiscal Year Grant Applications, Part I and the Part II (federal funds only) to the State.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in the Fiscal Year Grant Application, Part I and/or the attached Attachment A, Project Description and Attachment B, Project Budget, with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the Fiscal Year Grant Application, Part I and the Attachment A, Project Description and Attachment B, Project Budget 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, Project Description and Project Budget. 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 **$160,000** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Fiscal Year Grant Application, Part I and the Attachment A, Project Description and Attachment B, Project Budget.

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 Article 1, Grant 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.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement. **SUBRECIPIENT**	**THE STATE OF TEXAS** 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.
Fort Bend County By: _____ Signature Robert E. Hebert Printed Name County Judge Title March 24, 2009 Date	By: _____ Signature Elvia R. Cardinal, P.E., for: Delvin L. Dennis, P.E., District Engineer, Houston District **Title:** Director of Advanced Transportation Planning **Date:** _____

List of Attachments
A - Project Description
B - Project Budget

ATTACHMENT A

PROJECT DESCRIPTION

NARRATIVE: **Fort Bend County provides general public demand response and commuter services as well as elderly and disabled demand response transportation services. Demand response services are provided via a contract agreement between the County and AFC Corporate Transportation. Demand response and Elderly and Disabled services are operated Monday through Friday (excluding County holidays) 8:00 AM to 5:00 PM. Commuter services and management are provided via a contract between the County and TREK, a non-profit transportation management organization. This service operates Monday through Friday (excluding holidays) from 5:10AM to 8:10AM and from 3:15PM to 6:30PM.**

In FY09, Fort Bend County will continue to expand demand response and commuter services as well as add point deviation routes in the rural and urbanized area, necessitating a projected fleet of 3 new vehicles making a total of 35 vehicles.

ATTACHMENT B

PROJECT BUDGET

Subrecipient: Fort Bend County
State Project No.: ED 0905 (12)
Misc. Contract No.: 51912F7217
Effective Date: March 5, 2009
Project Completion Date: August 31, 2010

Elderly and Persons with Disabilities Program
(49 U.S.C. §5310)

CFDA 20.513

Houston District	Description	ALI Code	No. Units	Total	Federal	TDC	Local
Capital	Purchase of Service	11.71.13	1	160,000	160,000	32,000	
Totals	[redacted]			160,000	160,000	32,000	

AS PER ORIGINAL

Fort Bend County

TxDOT District
Houston

Budget #	Go To:
1	Houston
2	
3	
4	
5	
6	

Fiscal Year-->	FY 2009

Original Budget

Budget 1		Name:		Fort Bend County				
District	Houston	Section # Capital Costs		Quantity & Fuel Type	Total	ORIGINAL BUDGET		
		Description	Act Code			Federal	State	Local
Project #	ED 0905 (12)	Preventive Maintenance	11.7A.00					
Grant #	51912F7217	Purchase of Service	11.71.13		192,000	160,000		32,000
Start Date	February 26, 2009							
End Date	August 31, 2010							
		Total			192,000	160,000		32,000

Revision Date:

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AS PER ORIGINAL

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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 March 24, 2009

Consent Agenda:

1. Authorize advertising for bids/proposals/statements of qualifications for the following:

   a. Chiller replacement at Fulshear Branch Library.
   b. Painting of exterior of Fulshear Branch Library and Missouri City Branch Library.
   c. Design/Build to construct the Medic One Building.

2. Approve the Schematic Design and Authorize Bids for the construction of the Pct 3 Service Center.

Regular Agenda:

Take all appropriate action on the following:

a. Bid 09-039 – Furnishings for Sienna Branch Library; (Debbie will distribute by Friday) 23 B1
b. ~~Bid 09-053 – Purchase of equipment filters;~~
c. Bid 09-054 – Purchase of General Motor repair parts; 23 B2
d. Bid 09-055 – Construction of West Bellfort paving and drainage improvements from Martinez Street to FM 1464 (Funding: Mobility Road funds); 23 B3
e. Bid 09-060 – Trucking services of earthen road materials. 23 B4

Take all appropriate action to approve design/build agreement with Crain Zamora to construct four story parking garage pursuant to SOQ #09-042. (Funding: Bond project) 23A

23A

DESIGN-BUILD AGREEMENT
BETWEEN
FORT BEND COUNTY, TEXAS, as Owner
AND
CRAIN ZAMORA, L.L.C., as Design-Builder

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ARTICLE V. COMPENSATION 6

ARTICLE VI. DEFAULT BY DESIGN-BUILDER 6

ARTICLE VII. AUDITOR'S CERTIFICATE 7

EXHIBITS:
Exhibit A – General Description of Work
Exhibit B – General Terms and Conditions
Exhibit C – Plat of Construction Site
Exhibit D – Compensation
Exhibit E – Description of Preliminary Drawings and Specifications
Exhibits F–1 and F-2 – Warranty, Insurance, Indemnity, Payment and Performance Bonds
Exhibit G – Payment Application
Exhibit H – Architect, Lien Waiver and Release (Partial)
Exhibit I – Contractor-Affidavit, Lien Waiver and Release (Partial)
Exhibit J – Design-Builder's Proposal dated February 12, 2009

3-30-04 3 origs. ret. to Cheryl at Purchasing

AGREEMENT FOR DESIGN-BUILD 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 Crain Zamora, L.L.C., hereinafter referred to as the ("Design-Builder") and effective on the date executed by the Owner.

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 J attached hereto and incorporated by references as if set forth verbatim herein for all purposes.

The above-referenced Exhibits are as follows:

Exhibit A	General Description of Work
Exhibit B	General Terms and Conditions
Exhibit C	Plat of Construction Site
Exhibit D	Compensation
Exhibit E	Description of Preliminary Drawings and Specifications
Exhibit F	Warranty Insurance and Indemnity (Exhibit F-1 – as to General Contractor; Exhibit F-2 – as to Architect)
Exhibit G	Payment Application
Exhibit H	Architect - Affidavit, Lien Waiver and Release (Partial)
Exhibit I	Contractor – Affidavit, Lien Waiver and Release (Partial)
Exhibit J	Design-Builder's Guaranteed Maximum Price dated February 12, 2009

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 J attached hereto.

"Applications for Payment" - As defined in D.2.1.

"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 Design-Builder's Proposal, Construction Documents, Construction Document Change Orders, and any other Change Order thereto that together form the entire integrated Agreement between the Owner and the Design-Builder. The Owner's instructions to proposers, the Design-Builder's proposal, program manual, general requirements, general conditions, and supplementary conditions, the specifications, the drawings, and the notice of acceptance of the said proposal together with this Agreement form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated. The drawings and specifications shall be identified by the Design Professional pursuant to the general requirements.

"Construction Documents" - The final stage of the detailed architectural and engineering documents setting forth the design for the Project prepared by the Design Professional on behalf of the Design-Builder 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 this 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.

"Critical Milestone" - The milestones set forth in the Critical Path Schedule, the Facilities Construction Program and the Payment Schedule for the completion of segments of the Work and the payment of the Guaranteed Maximum Price to Design-Builder (other than the portions of such Work and the Guaranteed Maximum Price attributable to the Schedule of Values), as further described in Exhibit D.

"Critical Path Schedule" - The document which shall be prepared by (or for) Design-Builder using a critical path method scheduling system setting forth 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 of such document, such document as from time to time amended and approved by Owner and Design-Builder shall be known as the Critical Path Schedule and shall be a part of the Project Construction Program described in Exhibit A.1.1.

"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).

"Defects Periods" - That period commencing on the effective date of this Agreement and ending on the first anniversary of the Final Completion Date.

"Design-Builder" – The entity engaged by the Owner for the design and construction of the

Project. The Design-Builder shall, in accordance with this Agreement, complete the Project and control scheduling of the design and construction of the Project, including components thereof. The Design-Builder, within its business organization or employ, or by contract, shall provide, a Development Manager, an Architect, and a General Contractor, as defined herein.

"Development Manager" – The Design-Builder shall, in accordance with this Agreement, include as a part of its business organization or in its employ or under contract a Development Manager with the competency, skills and all required licenses in the State of Texas to manage the Project in accordance with the Contract Documents. The Development Manager shall be the primary point-of-contact for the Design Builder. The Owner, Owner's Representative, and Owner's Construction Inspector may rely upon written consents and approvals signed by the Development Manager, as the consent and approval of the Design Builder. *See* Exhibit B.5.4.

"Design Professional(s)" - The Design-Builder shall, in accordance with this Agreement, include as a part of its business organization or employ an architect to provide all design services for the Project. All work submitted by the Design Professional is subject to peer review by the Owner. The terms "Design Professional" includes architects, engineers, surveyors, designers and the other consultants retained by the Design Professional.

"Drawings and Specifications" - The 100% Construction Documents 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 Design -Builder in a final completion certificate as being the date upon which, to the best of Owner Representative's and Design-Builder'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 or Final Completion Date, whichever occurs first.

"General Contractor" – The Design-Builder shall include as part of its business organization or shall employ a Contractor, Crain Zamora, L.L.C. to construct the Project, provided Design-Builder shall not select any other contractor without the prior written approval of the Owner's Representative.

"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.

"Guaranteed Maximum Price" - $4,098,826.98, as such may be adjusted from time to time pursuant to Exhibit B.8.

"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.

"Owner" – Fort Bend County, Texas, the address of which for notices (unless changed by written notice to Design-Builder) 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 Design-Builder.

"Payment Schedule" - The schedule of progress payments of the Guaranteed Maximum Price, other than the portions of the Guaranteed Maximum Price listed in the Schedule of Values, attached as Schedule 1 to Exhibit D.

"Preconstruction Work" - As defined in Exhibit A.1.

"Preliminary Drawings and Specifications" - The drawings and specifications prepared by the Design Professional and described in Exhibit E.

"Preliminary Schedule of Values" - The preliminary schedule of values prepared by Design-Builder and submitted to the Owner Representative pursuant to Exhibit B.1.2.

"Project" - The construction of the facility to be constructed under this Agreement and designated on the face of this Agreement, described as the Fort Bend County Tax Assessor/ Collector Building.

"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 Facilities, the noncompletion of which does not materially interfere with Owner's access to or use of the Project, as determined solely by Owner.

"Records" - As defined in Exhibit B.4.3.

"Schedule of Values" - A schedule listing by Value Categories of the amount of value (expressed in terms of dollars) agreed upon by Design-Builder and the Owner Representative to be attributable to the portions of the Construction Work included in such Value Categories. This Schedule of Values shall be agreed upon and identified by Design-Builder 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 the Owner Representative and Design

Builder as being the date Work has been completed such that all systems are operational as designed and the Project has received its certificate of occupancy for its intended use with the only remaining Work to be completed being Punchlist Items.

"Transfer Date" - As defined in Exhibit B.12.2.

"Value Categories" - The categories of certain portions of the Construction Work identified in the Schedule of Values B.1.2.

"Work" – The Preconstruction Work and the Construction Work together with all other obligations of Design-Builder under this Agreement.

"Work Commencement Conditions" - As defined in Exhibit B.1.1.

ARTICLE III.
WORK

Except as otherwise provided for in this Agreement, Design-Builder shall perform (or cause to be performed) 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 Preconstruction Work (including approval of the final Drawings and Specifications by the Owner) shall be completed as specified in the Critical Path Schedule.

ARTICLE IV.
COMPLETION OF WORK

Subject to delays caused by a failure of the Work Commencement Conditions, Design-Builder shall commence, perform and complete the Work in accordance with the Critical Path Schedule and the Project Construction Program.

ARTICLE V.
COMPENSATION

As consideration for the performance of the Work, Owner shall pay to Design-Builder 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 Design-Builder in connection with or growing out of this Agreement or the performance by Design-Builder of its obligations under this Agreement.

ARTICLE VI
DEFAULT BY DESIGN-BUILDER

If the Design Builder, 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 Design-Builder agrees that the Owner may, after giving the Design-Builder fifteen (15) calendar days written notice, during which period the Design-Builder fails to cure, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from payment due the Design-Builder or at the Owner's option and without invalidating the performance bond, the 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 Design-Builder and finish the Work by whatever method the Owner shall deem expedient. If the expense incurred by Owner in finishing the Work exceeds the unpaid balance of the Guaranteed Maximum Price, Design-Builder shall be liable for such deficiency and the Design-Builder shall, immediately upon demand, pay such amount to the Owner.

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 the County under this Agreement. Obligations of Owner under this Agreement are limited to the sum certified as available in the Auditor's Certificate attached hereto 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 County 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 County's obligations thereunder.

IN WITNESS WHEREOF, Owner and Design-Builder have executed this Agreement effective as of the date set forth hereinabove.

APPROVED AS TO FORM

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

By: _____
Don Brady, County Facilities Management & Planning Director

APPROVED AS TO LEGAL FORM:

ROY L. CORDES, JR.
COUNTY ATTORNEY

By: _____
Mary E. Reveles,
First Assistant County Attorney

FORT BEND COUNTY, TEXAS
("Owner")

By: _____
Robert E. Hebert, County Judge

Date: 3-24-09

3-24-09
Date

CRAIN ZAMORA, L.L.C.
("Design-Builder")

By: _____
Brad Crain, President

Date: 3.20.09

MER:DB Agr.Crain Zamora.Garage.3729(03202009)

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $ 174,000 is 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. Design-Builder shall perform (or shall have previously performed under the previous agreement) 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, the Critical Milestones, and the other segments of the Work for which Design-Builder will be entitled to receive progressive payments of the Guaranteed Maximum Price pursuant to the Payment Schedules attached to Exhibit D, (b) design program indicating the expected dates of completion of the refinement of the Drawings and Specifications pursuant to Exhibit A.1.2., and (c) construction programs indicating the expected dates of commencement and expected duration and expected completion for each major element of the Work.

A.1.2. Retain the Design Professional, General Contractor and other contractors, architects, engineers and design professionals required for the construction of the Project and cause such parties to refine the Preliminary Drawings and Specifications into a complete set of working drawings and specifications required for the construction of the Project.

A.1.3. On an as needed basis as determined by Owner Representative, cause Design-Builder's personnel and the Development Manager to meet with Owner Representative and the representatives of the Design Professional and the General Contractor to discuss the status of the Work.

A.1.4. Review Drawings and Specifications with the Design Professional and the General Contractor to permit the General Contractor and the Design Professional to determine the compliance of the proposed Facility with applicable building codes.

A.1.5. Complete the process of obtaining the Owner's permits to be obtained by Design-Builder pursuant to Exhibit B.7.

A.2 CONSTRUCTION WORK. Design-Builder shall do (or cause to be done) the following as "Construction Work":

A.2.1. Perform (or cause to be performed) all preparatory work at the Construction Site required in the Project Construction Program, including (without limitation) soil and concrete testing and demolition of improvements existing at the Construction Site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

A.2.2. Construct and install (or cause to be constructed and installed) the Project on the Construction Site in accordance with this Agreement and the Drawings and Specifications approved by Owner.

A.2.3. Furnish (or cause to be furnished) 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.2.2.

A.2.4. Continue the progress meetings described in Exhibit A.1.3.

A.2.5 Materials testing necessary to the Construction Work and required by Laws and Regulations, construction industry standards as approved by the Owner Representative and this Agreement; the frequency of testing shall be approved by the Owner Representative.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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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. Design-Builder 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 following "Work Commencement Conditions" are satisfied:

(a) Written approval of a complete set of the Drawings and Specifications by the Owner Representative

(b) 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 Values.

Upon satisfaction of the Work Commencement Conditions, the Owner Representative and Design-Builder shall execute a written memorandum indicating that the Work Commencement Conditions have been satisfied and stating the date upon which the Work Commencement Conditions were satisfied.

B.1.2. Schedule of Values. On or before the expiration of 30 days after the effective date of this Agreement, Design-Builder shall prepare or cause to be prepared and Design-Builder shall deliver the Preliminary Schedule of Values to the Owner Representative. During the process of finalizing the Preliminary Drawings and Specifications, Owner, Design-Builder and the Contractor shall modify 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 delays caused by Owner, Design-Builder shall pay the sum of $1500.00 for each day after the date required for Substantial Completion that Substantial Completion is not achieved. Owner and Design-Builder 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 Design-Builder 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 Design-Builder'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 or other equitable relief or remedies.

B.1.4. Site Access. Prior to the Transfer Date, Owner and Design-Builder shall have uninterrupted access to the Construction Site. Subsequent to the Transfer Date, Owner will permit Design-Builder, the General Contractor, the Design Professional 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. Design-Builder 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 Design-Builder as to the details of the manner of doing the Work shall be deemed to mean that Design-Builder shall follow the desires of the Owner or the Owner Representative in the results of the Work only and not in the means whereby the Work is to be accomplished. Design-Builder shall be responsible as to the details of doing the Work. Neither the agents, representatives, nor employees of Design-Builder, nor those of the General Contractor and its subcontractors, shall be deemed to be the agents, representatives, or employees of Owner. Design-Builder 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. Design-Builder 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. Design-Builder shall furnish construction administration and management services and use Design-Builder's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of Owner.

B.2.2. Development Manager. Owner recognizes and agrees that Design-Builder will perform the Work, in part, through the services of the General Contractor, the Design Professional and other third party contractors and subcontractors. Therefore, Design-Builder, in performing its obligations hereunder, will act as a supervisor and manager for the construction and development of the Project.

B.2.3 Familiarity with Project. Design-Builder represents and accepts that it has: (a) visited the Property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the 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(ies), the obstacles which may be encountered and all other 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.3.2. 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 Guaranteed Maximum Price 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 Design-Builder 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. Design-Builder 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 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 Design-Builder 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 Guaranteed Maximum Price 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 Guaranteed Maximum Price 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, Design-Builder may submit matters to Owner in stages for approval or consent. Upon receipt of any matter submitted by Design-Builder for review and approval, whether a Proposed Change Order described in Exhibit B.8, 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 (but in any event 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 Design-Builder notice of Owner's approval or disapproval, setting forth in detail all 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 Design-Builder 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, Design-Builder 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 Design-Builder 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.3.4.4. As a part of the Work, Design-Builder, the Design Professional and the General

Contractor shall refine and develop the Drawings and Specifications pursuant to Exhibit A.1.2. Such process of refining and developing the Drawings and Specifications shall not require an adjustment of the Guaranteed Maximum Price or the Scheduled Substantial Completion Date or result in a material change in the overall scope or function of the Project. Upon completion of such process of refining the Drawings and Specifications, Design-Builder shall submit the final Drawings and Specifications to the Owner Representative for submittal to the Owner, who shall approve or disapprove the Drawings and Specifications in accordance with the standards for approval set forth in this Exhibit B.3.4. and in Exhibit B.1.2. Upon approval of the final Drawings and Specifications by Owner (through the Owner Representative), (a) such working drawings and specifications shall replace the Preliminary Drawings and Specifications and become the Drawings and Specifications hereunder, and (b) Owner (through the Owner Representative) and Design-Builder shall initial and identify each page of the final Drawings and Specifications.

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 DESIGN-BUILDER.

B.4.1. Laws and Regulations. Design-Builder 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 or the application or enforcement of the laws and regulations may entitle Design-Builder to an extension of time if such delay affected the Critical Path Schedule.

B.4.2. Project Construction Program. Design-Builder shall deliver to Owner periodically as mutually agreed, but at least once each month and not more frequently than twice monthly, 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. Design-Builder 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. Design-Builder agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the Defects Period or termination of this Agreement, accurate and complete records relating to the performance of the Work. Design-Builder agrees to, upon request, provide Owner with such records.

B.4.4. Record Drawings and Specifications. Within thirty (30) days after the Final Completion Date, Design-Builder shall furnish Owner with a full set of marked-up Drawings and Specifications for the Project as actually constructed. On the Final Completion Date, Design-Builder shall furnish Owner with copies of all subcontractors' and suppliers' warranties and all

operating manuals to be provided by the General Contractor. Such Drawings and Specifications shall be marked to show all approved changes and modifications that have been incorporated into the Work as performed. Design-Builder shall supply Owner a signed and sealed set of construction documents for the Project at the conclusion of construction, pursuant to Section 271.119(h) of the TEXAS LOCAL GOVERNMENT CODE.

B.4.5. Staffing Plan and Prevailing Wage Rates. Design-Builder shall develop a proposed staffing plan for approval by Owner. In accordance with Chapter 2258 of the TEXAS GOVERNMENT CODE, all persons employed by Design-Builder shall be compensated at not less than the rates shown in Schedule 1 to Exhibit B. Design-Builder shall keep detailed records of each worker 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.4.5.1. No Changes. No change in any wage and salary schedule shall be made by Design-Builder without prior approval by Owner. Employees of Design-Builder who are engaged at shops or on the road in expediting the production or transportation of materials or equipment in connection with the performance of the Work shall be considered stationed at the field office and their salaries paid for that portion of their time spent on such performance. Owner shall be furnished with a list of employees whom Design-Builder assigns to the performance of Work or services under this Agreement with an indication of the salary of each employee. The aforesaid employees shall be paid on the basis of time cards to which Owner shall have ready access.

B.4.6. Rental Charges. When approved by Owner in advance, Owner shall pay Design-Builder for the actual costs incurred for (a) rental charges of all necessary equipment used at the Site of the Project, exclusive of hand tools owned by workers, whether rented from Design-Builder or others, including loading and unloading, installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation, insurance and delivery costs thereof, at rental charges consistent with those prevailing in the area, during their use on the Work and (b) wages of operating engineers for the operation of such equipment, subject in each case [item (a) and (b)] to the limitations stated in Contract Documents.

B.5. CONDUCT OF THE WORK.

B.5.1. Familiarity; Rights and Obligations. Design-Builder 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 Design-Builder, 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 Design-Builder before execution of this Agreement shall affect or modify any of parties' rights or obligations hereunder.

B.5.2. Standard of Performance. Design-Builder shall prosecute (or cause to be prosecuted) 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 Design-Builder 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.

B.5.2.1 Warranty of Design-Builder. Design-Builder warrants to Owner that: (i) Design-Builder possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Design-Builder 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) Design-Builder 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 Design-Builder to Owner will conform to the representations contained in this Agreement, including all attachments, schedules and exhibits. All warranties provided by Design-Builder 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.5.3. Document Delivery. During the progress of the Work, Design-Builder shall provide Owner with both hard copy (one original and two copies) and electronic format all design, engineering, procurement and construction documents produced by or for the Work, other than as set out in Exhibit B.4.3 above.

B.5.4. Design-Builder's Personnel. Design-Builder shall employ only competent, skilled personnel for the Work. Prior to the Final Completion Date, Design-Builder shall maintain John Green as the Design-Builder's "Development Manager" who shall be authorized to act on behalf of Design-Builder and with whom Owner may consult at all reasonable times. The Development Manager shall not be transferred from the Work without Owner's consent (which shall not be unreasonably withheld or delayed); provided, however, Development 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 the Development Manager unavailable to the Work or unavailable to Owner's Representative. However, such obligation to furnish the Development Manager and such staff personnel shall not be construed (a) to preclude the promotion within Design-Builder's organization of any person assigned to the Work or (b) to give rise to any liability of Design-Builder if any person assigned to the Work (including, without limitation, the Development Manager) leaves Design-Builder's employment. If the Development Manager is transferred from the Work, Owner shall have the right to approve the replacement Development Manager (which approval will not be unreasonably withheld or delayed). Design-Builder, the General Contractor, the Design Professional and Design-Builder's other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable Governmental Authorities. Design-Builder shall, at its own expense, remove from the Work any person who fails to comply with such rules and instructions. Design-Builder 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 Design-Builder, require Design-Builder to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Agreement; violation of Owner's or Design-Builder's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Owner may, upon thirty (30) days written notice to Design-Builder, require the removal of any individual from providing services without cause.

B.5.5. Inspection. The Work and all parts thereof shall be subject to inspection from time to time by inspectors designated by the Owner Representative. No such inspections shall relieve Design-

Builder 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 Design-Builder 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.5.6. Protection Against Risks. Design-Builder shall, or through the General Contractor (pursuant to Design-Builder's agreement with the General Contractor, if any) 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. Design-Builder shall, or through the General Contractor, regularly inspect all Work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination and correction of any such conditions. Design-Builder shall, or through the General Contractor 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. Design-Builder shall, or through the General Contractor, include the substance of this clause in its entirety in all subcontracts for any work to be performed at the Construction Site.

B.6. EQUIPMENT AND MATERIALS.

B.6.1. Equipment. Except as expressly provided herein to the contrary, Design-Builder shall furnish (or cause to be furnished) 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 Design-Builder's cost. Design-Builder 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 this Agreement or approved in advance by Owner, Design-Builder 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, expediting and traffic reports shall follow Design-Builder's and the General Contractor's standard reporting format whenever such standard reporting format exists, and if no such format exists, Design-Builder and General Contractor shall jointly devise a format.

B.7. PERMITS.

B.7.1. General Contractor Permits. Other than those permits to be obtained by Owner as set out in Exhibit B.7.2., Design-Builder shall obtain (or cause to be obtained) 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.

B.7.2. Owner Permits. Owner shall obtain City of Richmond development plat approval. Such item shall be obtained by Owner at no cost to Design-Builder and shall be obtained on or before the date such are required by law or are necessary for lawful performance of the Work.

B.7.3. 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 Guaranteed Maximum Price 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.

B.8.2. Change Order Procedure.
B.8.2.1 Owner Initiated Change Order. 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 Design-Builder in writing by delivery to Design-Builder of a written notice (the "Change Order Notice"), describing the change. Upon receipt of a Change Order Notice initiated by Owner, Design-Builder shall within a reasonable period of time advise Owner of Design-Builder's proposal for the adjustments, if any, in the Guaranteed Maximum Price, 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 Design-Builder's estimate of the increase or decrease, if any, in the Guaranteed Maximum Price 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 Design-Builder Initiated Change Order. If Design-Builder desires to make a change in the Work requiring the issuance of a Change Order, Design-Builder shall deliver to Owner a Proposed Change Order. 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 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. Upon approval by the Owner Representative on behalf of Owner (after 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. Each Change Order shall be signed by the Owner Representative and an authorized representative of Design-Builder. Design-Builder 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.

B.8.4. Guaranteed Maximum Price Adjustments. The Guaranteed Maximum Price 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. Design-Builder shall not be entitled to an adjustment in the Guaranteed Maximum Price (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 the Owner, provided that 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 45 days through no fault of Design-Builder.

B.8.4.1 When the Owner and Design-Builder agree upon the adjustments in the Guaranteed Maximum Price, 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 Guaranteed Maximum Price to Design-Builder 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 Design-Builder 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 120 days in any 365-day period or cause the Work to be interrupted for a continuous period of 60 days, both through no act or fault of Design-Builder.

B.9.1.2. If any Act of Default by Owner shall occur, Design-Builder shall have the right to deliver a written notice at any time prior to the curing of such Act of Default which terminates Design-Builder's duty to complete the Work, and upon any such termination, Owner shall pay to Design-Builder the portion of the Guaranteed Maximum Price owed to Design-Builder for Work completed as of the date of termination by Design-Builder in accordance with the approved Schedule of Values, and additional compensation for demobilization and other costs and expenses incurred by Design-Builder as a consequence of the termination, including reasonable overhead, profit and damages.

B.9.2. Default by Design-Builder.

B.9.2.1. Each of the following shall be an "Act of Default" by Design-Builder and a material breach of this Agreement:

(a) If Design-Builder materially defaults under this Agreement and Design-Builder 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 Design-Builder fails to initiate action within 15 days after such notice and thereafter to proceed diligently and continuously to remedy same; or

(b) If Design-Builder 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 Design-Builder's assets.

B.9.2.2. If any Act of Default by Design-Builder 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 Design-Builder's right to proceed with the Work and Owner shall have no obligation to make any further payments to Design-Builder except for the portion of the Guaranteed Maximum Price, if any, owed to Design-Builder as of the date of termination. 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 Design-Builder or Design-Builders 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 Design-Builder under any or all subcontracts and purchase orders (including, without limitation, the contracts with the General Contractor and the Design Professional). Design-Builder and Design-Builder's performance bond surety shall be responsible for all damages arising from Design-Builder's breach.

B.9.3. Officers and Employees. None of the officers, directors, constituent partners, employees, elected officials, agents or affiliates of Owner or Design-Builder 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 Design-Builder under this Agreement or otherwise.

B.10. PAYMENT OF BILLS AND LIENS.

B.10.1. Payment of Bills. Design-Builder promptly shall pay when due all amounts owed by Design-Builder to the General Contractor, the Architect and all other subcontractors performing portions of the Work pursuant to a direct contract with Design-Builder (but expressly excluding any subcontractors not directly contracting with Design-Builder). Design-Builder 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 Design-Builder's failure to comply with this Exhibit B.10.1 so long as Owner makes payment to Design-Builder as required by this Agreement.

B.10.2. Liens. Design-Builder 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 the Design-Builder, the General 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. Design-Builder shall, and shall require the General Contractor and its other 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 Design-Builder or any of its subcontractors for performance of the Work. Design-Builder 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 Design-Builder 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. Design-Builder 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 the General Contractor under the supervision of Design-Builder.

B.12.2. Transfer and Acceptance. Upon the occurrence of Final Completion, care, custody and control of the Project shall pass to the 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 the Owner and neither the Design-Builder nor the General Contractor shall be thereafter obligated to cover the Project with the Builder's Risk Insurance described in the Exhibits F-1 and F-2.

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 Design-Builder 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 Design-Builder to Owner are set forth in Exhibits F-1 and F-2.

B.13.2. Supervision of Warranty Work. If Design-Builder is responsible to perform or pay for corrective Work pursuant to Exhibits F-1 and F-2, as a result of a Defect in the Work or the failure of the Work or the Project to meet the standards designated in Exhibits F-1 and F-2, Design-Builder shall (without any compensation in addition to the Guaranteed Maximum Price) coordinate and supervise the completion of the corrective Work in the manner required for the original Work.

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. Design-Builder shall be entitled to enter into subcontracts with the General Contractor and the Design Professional, and Design-Builder shall be entitled to enter into subcontracts with a construction manager or consultant to supervise and coordinate the completion of the Work and other subcontractors as required by Design-Builder to perform the Work. Except as expressly provided herein to the contrary, Design-Builder shall remain responsible for performance of all Work subcontracted by Design-Builder. Design-Builder shall be responsible for inspecting subcontractors' work, for measuring progress and maintaining schedules, and for notifying Owner of subcontract awards and status. Design-Builder shall manage, schedule and coordinate the work of its subcontractors at whatever tier so as to meet the Scheduled Substantial Completion Date and to follow the Project Construction Program. Design-Builder 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. Design-Builder 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 Design-Builder 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 Exhibits F-1 and F-2, the Design-Builder 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 Design-Builder, the General Contractor, their officers, agents and employees, any of either Design-Builder's or General

Contractor's or their 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 Exhibits F-1 and F-2, Design-Builder 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. Design-Builder shall, prior to the Transfer Date, provide continuous and adequate protection of the Work performed and of Owner's and Design-Builder's property located at the Construction Site. Design-Builder 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. Design-Builder, the General Contractor and the Design Professional 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 Design-Builder. If Design-Builder 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. Design-Builder 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 Design-Builder first becomes aware of the event; or may have become aware, of the event; otherwise Design-Builder 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 this 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 Design-Builder 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 County will be deemed to have waived the excuse or delay.

B.16.3 Excluded Events. Design-Builder 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 Final Completion and that it is Design-Builder'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 for the preceding 120 months, as evidenced by data published by the National Oceanic and Atmospheric Administration; and

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 Design-Builder'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.

B.18. CERTAIN THIRD PARTIES BENEFITED. This Agreement shall be for the sole benefit of Owner and Design-Builder 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 or addresses as a party may designate by notice, 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 County:	Fort Bend County Commissioners Court 301 Jackson, Suite 719 Richmond, Texas 77469
with copies to:	Donald G. Brady, Director Facilities Management and Planning 1402 Band Road, Suite 100 Rosenberg, Texas
and,	Roy L. Cordes, Jr. Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

to Design-Builder: Crain Zamora, L.L.C.
2635 Miller Ranch Road
Pearland, Texas 77584
Attn: Brad Crain, President

B.20. CONSENTS. Without limiting the generality of Exhibits B.3.4 and B.3.5, in each and every instance where Owner or Design-Builder is required in this Agreement to obtain, or Owner or Design-Builder 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 Design-Builder of any of its obligations hereunder with respect thereto, or (c) shall constitute a waiver of or otherwise affect the covenants and warranties of Design-Builder.

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. Design-Builder 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 Design-Builder 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.

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.1.4 hereof.

SCHEDULE 1 TO EXHIBIT B
WAGE RATES AND LABOR COST

The following staffing plan and wage and salary schedule is for Design-Builder's staffing of the Project during the course of the Work. Design Builder shall be responsible for payment of the wages detailed below for the duration of the Project. Design Builder is prohibited from any deviation from the wages listed below without prior written approval of Owner.

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-$6.50Hr.
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

PLAT OF CONSTRUCTION SITE

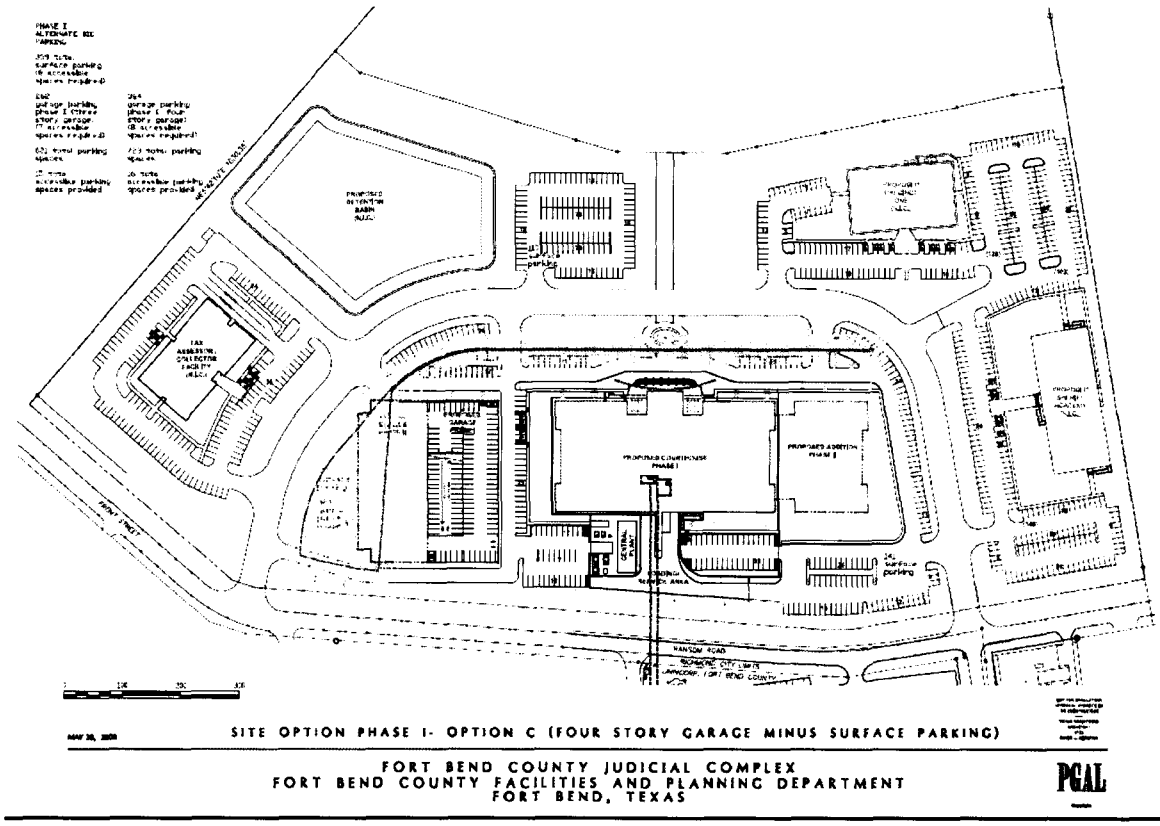


EXHIBIT D

COMPENSATION

D.1. GUARANTEED MAXIMUM PRICE.

D.1.1. Total Compensation. As full and complete compensation for Design-Builder's performance of the Work in accordance with the terms and conditions of this Agreement, Owner shall pay to Design-Builder the Guaranteed Maximum Price, less any unused portion of "Owner's Contingency," hereinafter referred to as the "GMP." The GMP constitutes the entire compensation due Design-Builder for all of the Work and all of Design-Builder'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 Design-Builder under this Agreement. The GMP is detailed in Exhibit J, Design-Builder's Proposal. The GMP may be increased or decreased only in accordance with Change Orders issued pursuant to Exhibit B.8.

D.1.1.2. The GMP set forth in Article II of this Agreement is $4,098,826.98.

D.1.1.3. Design-Builder's General Conditions is based upon $175,681.25 and is inclusive of the GMP Items comprising the Design-Builder's General Conditions are set forth in Exhibit J. In the event the Design-Builder is delayed in the performance of the Work due to causes beyond its control, Design-Builder may be entitled to a pro-rata increase in its General Conditions, the amount of which shall be subject to negotiation and Owner's written approval.

D.1.2. Current Payments. Design-Builder hereby warrants to and covenants with Owner that neither Design-Builder 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 Design-Builder'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. Payment Schedule. The portions of the GMP (other than the amounts listed in the Schedule of Values) will be broken down into amounts to be paid upon the achievement by Design-Builder of each Critical Milestone, or a portion thereof, as set forth in the Payment Schedule for the Project to be agreed upon between the parties once agreed. The Critical Milestones (or portions thereof) described in the Payment Schedule will be further described in the Project Construction Program. This breakdown is for the purpose of invoicing and progressive payment only. 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 Payment Schedule, Design-Builder and Owner shall adjust the Payment Schedule (by written agreement executed by Design-Builder and the Owner Representative) to account for the acceleration or delay in the accomplishment of the Critical Milestones. The Payment Schedule includes Design-

Builder's current estimated payments for the portions of the GMP attributable to the Schedule of Values.

D.1.4. Schedule of Values. The portions of the GMP 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 Value Categories in the Schedule of Values is for the purpose of invoicing and progressive payment only. Each Application for Payment shall include the amount invoiced by the General Contractor to Design-Builder and attributable to the Schedule of Values together with the County Auditor's form indicating the Value Categories included in such invoice. Owner shall be obligated to make progress payments of such amount invoiced by the General Contractor in accordance with Exhibit D.2.2; provided, however, in no event will Owner be obligated to pay to Design-Builder the amounts allocated to any Value Category to the extent such amount exceeds the total of such Value Category.

D.2 METHOD OF PAYMENT.

D.2.1. Applications for Payment. Design-Builder shall submit all "Applications for Payment" (as herein defined) for installments of the GMP for approval and processing to Owner on a monthly basis in accordance with the Payment Schedules and 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: (a) an amount representing the proportionate part of the Work performed during the previous month in connection with Critical Milestones (or portions thereof) as set forth in the Payment Schedule and in the Project Construction Program, (b) each Critical Milestone (or portions thereof) achieved during the previous month and the payment related thereto as set forth in the Payment Schedule and in the Project Construction Program and (c) copies of any amount invoiced by a contractor during the period covered by the Application for Payment and attributable to the Schedule of Values (the "General Contractor's Amount"). As support for each Application for Payment, Design-Builder shall submit the following in a form acceptable to the County Auditor:

(a) A statement in the form attached as Exhibit G executed by Design-Builder certifying that (i) the proportionate part of the Work described in such Application for Payment has been performed and the Critical Milestones or the portion of the Critical Milestones described in such Application for Payment have been reached, (ii) the Design-Builder'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 completed copy of the Fort Bend County Auditor's form indicating the Value Categories for each portion of the General Contractor's Amount included in the Application for Payment executed by the General Contractor and Design-Builder.

(c) A statement executed by the Design Professional certifying that (i) the proportionate part of the Work described in the Application for Payment (including any portion of the Work attributable to the Schedule of Values) has been performed and the Critical Milestones or portion of the Critical Milestones described in the Application for Payment has been reached and, (ii) all due and payable bills owed to the Design Professional or the Design Professional's subconsultants have been paid to date or are included in the current Application for Payment.

(d) A partial lien waiver and release in the form attached as Exhibit I effective through the date of Design-Builder's preceding Application for Payment, executed by Design-Builder together with a statement executed by Design-Builder 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.

(e) An affidavit executed by Design Builder 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 the 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 in TEXAS PROPERTY CODE §53.085.

D.2.2. Progress Payments. Within 30 days after receipt of each Application for Payment together with the supporting materials specified in Exhibit D.2.1., Owner shall advance to the Design-Builder the uncontested amount requested in such Application for Payment except that a portion of the amount equal to 5% of the Design-Builder's fee included in such Application for Payment shall be held by Owner as retainage.

D.2.3 Final Payment to Design-Builder. Payment, constituting the entire unpaid balance of the GMP, 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 Design-Builder upon the Substantial Completion Date. Owner shall pay all outstanding and withheld portions of the GMP to Design-Builder upon the later to occur of (i) 30 days after the Final Completion Date or (ii) the date that Design-Builder or the General Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Owner shall have received from the General 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, Design-Builder shall have provided to the Owner the Final Certificate of Occupancy for the building.

D.2.3.1 Upon payment of the entire balance of the GMP and all other amounts withheld by Owner pursuant to this Exhibit D.2.3, Design-Builder shall execute and deliver to Owner a release discharging Owner from all liabilities, obligations and claims to pay the GMP 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.

EXHIBIT E

DESCRIPTION OF PRELIMINARY DRAWINGS

AND SPECIFICATIONS

E.1 DESIGN BUILDER'S PROFESSIONAL DESIGN SERVICES.

E.1.1 Outline of Professional Design Services. The Design Builder shall perform the Work as further described in this Exhibit which constitutes the Professional Design Services for the Project. The Professional Design Services are a part of the Work and are included in the Cost of the Work. The Design Builder is responsible for insuring the coordination of the Design Professional's design for peer review and with the Owner for approval. The Design-Builder shall integrate the Design Professional's design into the Project Construction Schedule. The Design-Builder shall monitor the Design Professional's compliance with the Project Construction Schedule and shall coordinate and expedite the flow of information between the Owner and the Design Professional. The Design-Builder shall review the Design Professional's design documents and make recommendations to the Owner and the Design Professional, as to constructability, scheduling, time of construction, clarity, consistency, cost and coordination of documentation for separation into subcontracts for various categories of the Work, such reviews and recommendations to be advisory only to the Owner and to the Design Professional.

E.1.2 Design Warranty. The Design Builder shall secure from the Design Professionals the following warranties, which shall inure to the benefit of the Owner:

E.1.2.1 Standard of Care. The Design Professional by the execution of this Agreement contracts that he is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members; of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill, and ability as is ordinarily employed by licensed professionals under similar conditions and like circumstances and shall perform such duties without neglect.

E.1.2.2 Design Warranty: The Design Professionals warrant to the Owner that its design and the Design Services for the Project will be suitable for the purposes set forth in the Owner's Program and are consistent with sound design principles commonly used by design professionals under similar circumstances; and resulting in a design that is constructible by qualified contractors complying with all requirements of the Contract Documents and otherwise using its best efforts in the performance of their construction activities. The Design Professionals further warrant to the Owner that they will exercise proper care, as set forth above to specify equipment that meets industry standards (such as approval by UL, or other independent quality assurance rating agencies) and, when installed by qualified contractors complying with all requirements of the Contract Documents and otherwise using its best efforts in the performance of their construction activities, will be suitable for the purposes intended. As between the Owner and the Design Professionals, the sole remedy for breach of this Design Warranty by the Design Professionals is that (i) the Design Professionals shall remediate or redesign the negligent design, consistent with the Owner's Program, at no expense whatsoever to the Owner; and, (ii) if construction of the negligently designed component has commenced, the Design Professional will be responsible for

that portion of additional costs, if any, that would not have been incurred by the Owner had there been no negligence in the design.

E.2 GENERAL CRITERIA. The Design Builder's Professional Design Services shall consist of the necessary conferences, the preparation of estimates, preliminary studies, preliminary plans, and outline specifications, the completion of working drawings, detailed specifications, large-scale and full-size detail drawings. These services shall include, but are not limited to the following, which are amplified and further described in the remaining articles of this section:

E.2.1 Site Design. The design of all site, site improvements, civil, structural, roofing, exterior and interior wall assemblies and finishes, electrical, plumbing, heating, ventilating, air conditioning, fire protection, food service, signage, graphics, security, landscaping and irrigation, and other work necessary to be performed in order to construct the Project.

E.2.2 Systems Design. The design of all systems, including without limitation the electrical, plumbing, heating, ventilating, air conditioning, fire protection, fire alarms, conveying systems, laundry, food service, security and other systems to be incorporated into the Project.

E.2.3 Adequacy of Utilities. The determination of the adequacy of the available water, telephone, gas, electricity, waste water and other required utilities services for the needs of the Project.

E.2.4 Use of Materials. The advising of the Owner and Design Builder with respect to the use of materials and equipment to be incorporated into the Project, with respect to the obtaining of cost savings through the use of alternate materials and equipment for the Project and with respect to the evaluation of electrical, plumbing, heating, ventilating, air conditioning, fire protection, fire alarms, conveying systems, laundry, food service, security and other systems to be incorporated into the Project.

E.2.5 Preparation of Drawings and Specifications. The preparation of all drawings, specifications and other documents necessary for the construction of the Project and of all schedules and other documents necessary in connection with the phasing of the construction of the Project and the eliciting of alternative competitive bids with respect to the construction of the Project.

E.2.6 Classification of Construction Work. The advising of the Owner and Design Builder with respect to the classifications of construction work included in each aspect of the Project and with respect to the trades required for the construction of each aspect of the Project.

E.2.7 Construction Cost Estimates. The providing to the Design Builder and Owner of estimates of the construction cost of various portions of the Project in detail sufficient to permit the Owner to evaluate proposals received for the construction of various portions of the Project.

E.2.8 Critical Path Schedule. The Design Builder shall perform all Work in accordance with the Critical Path Schedule for the Project to be developed by the Design Builder and approved by the Owner.

E.2.9 Standards, Criteria, Etc. The Design Professional on behalf of the Design Builder shall conform to and be bound by standards, criteria, and memorandum of policy furnished to the Design Professional by Owner. The Design Professional shall design the Project in compliance with all applicable laws and codes in effect at the time final plans and specifications are completed and delivered to the Owner.

E.2.10 Signature and Seal. All specifications and architectural drawings shall bear the signature and seal of the Design Professional on behalf of the Design Builder. One set of specifications bearing the signatures and seals of the civil, structural, electrical, and mechanical engineers licensed in the State of Texas shall be furnished to the Owner. Civil drawings and structural drawings shall bear the signature and seal of a structural engineer licensed in the State of Texas. Electrical drawings shall bear the signature and seal of an electrical engineer licensed in the State of Texas. Mechanical drawings shall bear the signature and seal of a mechanical engineer licensed in the State of Texas. The Design Professional on behalf of the Design Builder is fully responsible for any work designed by Design Professional engineers the same as if said work were designed, approved, certified, or accepted by the Design Professional.

E.2.11 Owner Approval of Consultants. The Design Builder shall, before retaining any party to perform any services required to be performed hereunder by the Design Builder, obtain the approval of the Owner as to the retention of such party, it being specifically understood and agreed that no such approval shall be unreasonably withheld by the Owner. All parties retained by the Design Builder to perform any aspect of the services required hereunder to be performed by the Design Builder shall be subject to a written agreement between the Design Builder and such party which is acceptable to the Owner and which permits the Owner to look directly to such party for the performance and satisfaction of all obligations of such party to the Design Builder under such agreement.

E.2.12 Detailed Calculations. The Design Professional on behalf of the Design Builder is responsible for detailed calculations of all civil, structural, mechanical, and electrical work. The Design Professional is responsible for ascertaining and verifying (i) the adequacy and correctness of equipment specified or shown on the drawings and (ii) verifying that the plans and specifications do not violate sound and accepted engineering principles. The Design Professional shall confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to site improvements, foundations, slabs, frames, roof systems, flashings, and masonry assemblies; and Design Professional shall confirm that there has been ample provision in the mechanical systems for expansion and contraction.

E.2.13 Complete, Definite, and Clear. The Design Professional on behalf of the Design Builder agrees to prepare drawings, specifications, and other documents in which the Design Professional designates complete, definite, and clear methods and materials of construction. The Design Professional on behalf of the Design Builder shall call for no result unless the Design Professional has furnished complete, definite and clear drawings and specifications as to the methods and materials to be used in producing the said result.

E.2.14 Free from Leaks. The Design Professional on behalf of the Design Builder shall design the Work in such manner that the building will be free from leaks if all components are installed in accordance with the methods and materials called for in the contract documents.

E.2.15 Budgetary Limitations Not Justification. The Design Professional on behalf of the Design Builder agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design Professional on behalf of the Design Builder shall take no calculated risks in the design of the Work. The Design Professional on behalf of the Design Builder agrees that in the event he cannot design the Work within the financial limitations without disregarding sound principles of design or in the event the Design Professional on behalf of the Design Builder is requested by any person, agency, or public body to make any changes in design involving quality or quantity which will increase the cost of the Work to an amount which is in excess of the stated cost limitation set forth hereinabove, the Design Professional will give written notice at once and in any event within seven days to the Owner. The Design Professional on behalf of the Design Builder agrees that in the absence of an amendment to the Design Builder's contract in writing the Design Professional will not design work at the request of any person, agency, or public body which the Design Professional estimates will cost in excess of the amount certified in his original budget certificate and set forth hereinabove as the stated cost limitation.

E.2.16 Collateral Services. The Design Professional on behalf of the Design Builder shall render other collateral services which are customary in work of this character and may be conducive to economy and sound construction. Collateral services shall include all customary and special professional services appropriate to produce fully developed design and construction documents for the project. Special consultant services, unless specifically identified as Extra Services in this Agreement, shall be provided as a part of the Design Builder's Basic Service.

E.2.17 Responsibility for Design. The Design Professional on behalf of the Design Builder acknowledges and agrees the Owner does not undertake to approve or pass upon matters of design. The Design Professional on behalf of the Design Builder acknowledges and agrees that the approval or acceptance of plans and specifications by the Owner is limited to the function of determining whether there has been compliance with instructions issued to the Design Builder regarding general layout and functionality of space. The Design Professional on behalf of the Design Builder agrees that no approval of plans and specifications by any person, body, or agency shall relieve him of the responsibility for the adequacy, fitness, suitability, and correctness of architectural and engineering design and for designing the Work in accordance with best professional engineering and architectural principles.

E.2.18 Agency Permits and Approvals.

E.2.18.1 Submittal for Approval. The Design Professional on behalf of the Design Builder shall, at the request of the Owner and as part of the Work, submit any drawings, specifications or other documents and data prepared hereunder by the Design Builder to any authorities and/or agencies which have jurisdiction over the construction and/or use of the Project and which have the right to require such submission for approval of any feature of the Project and shall assist the Owner in obtaining any required permits or approvals for the construction and/or use of the Project. These include without limitation any required life safety permits or approvals and health permits or approvals. Consequently, plans and specifications submitted to the Owner must be accompanied by

a) Permit to commence construction issued by the City of Richmond.

(b) Permit to commence construction issued by the Texas Water Quality Control Board or written notice that no jurisdiction is claimed.

(c) Written notice of approval of Texas State Department of Public Health or written notice that no jurisdiction is claimed.

E.2.18.2 Necessary Changes. The Design Professional on behalf of the Design Builder shall, as part of the Work and subject to the approval of the Owner, make such changes or revisions in the drawings, specifications or other documents and data prepared hereunder by the Design Professional on behalf of the Design Builder as may be necessary to obtain such permits or approvals.

E.2.18.3 Certificate of Occupancy. The Design Professional on behalf of the Design Builder shall, at the request of the Owner and as part of the Work, assist the Owner in filing for and obtaining a certificate of occupancy (temporary and/or permanent, as required) for all space in the Project and in filing for and obtaining any other permits or approvals required to be issued by any authorities and/or agencies which have jurisdiction over the Project, it being specifically understood that, if any such permits and/or approvals have been withheld or denied, the Design Builder shall notify the Owner in writing of any such withholding or denial within three days after becoming aware of any such withdrawing or denial.

E.2.18.4 Laws, Ordinances, etc. The Design Professional on behalf of the Design Builder shall cause all drawings, specifications and other documents prepared hereunder by the Design Professional on behalf of the Design Builder to be in accordance with all applicable restrictions affecting the land upon which the Project is to be constructed and with all applicable laws, ordinances, rules, regulations and orders of any authorities and/or agencies which have jurisdiction over the Project.

E.2.19 Inclusion Of Work To Be Done By Owner Or Others Prohibited. Each building must be ready for occupancy at the time it is released to the Owner. Therefore, the contract documents must not leave anything to be done or provided "by others", "by the Owner." The Owner becomes the Owner after the contract has been awarded, and consequently any references to "Owner" in the contract documents can only mean the Owner. The documents must call for ALL work necessary to put the building in absolute final readiness for occupancy and use. The Owner must not be subjected to claims from contractors for light bulbs, fuses, power, fuel, or expenses incurred in testing heating systems or wells, removing existing buildings or obstructions, etc. These must be called for in the contract documents. If the Owner has agreed to do certain work (such as grading, extending utilities, drilling wells, etc.) such work must have been completed prior to submission of final plans and specifications to the Owner.

E.2.20 Trade Names. Whenever it is practical, the Design Professional on behalf of the Design Builder shall avoid the designation of equipment, products, articles, or materials by trade name. Instead, the Design Professional shall designate the physical properties and, where possible, use an ASTM number, a Commercial Standard, a Federal Specification number, or any recognized designation such as certain associations establish and which are industry wide in their use. If the foregoing cannot be accomplished, the material, equipment, product, or article being specified must be designated by the name of the manufacturer with notation of the catalogue number, model number, or serial number because even a trade name is better than no standard at all.

Omission of the catalogue number, model number, or serial number is a blunder. Except in the most unusual circumstances there can be no justification for listing fewer than three trade names because otherwise the Owner will not have the benefit of competition. In the matter of trade names the designer has a duty to the Owner to recognize public policy demands competition.

E.2.21 Content And Format Of Specifications.

E.2.21.1 Uniform Style. The Design Professional shall not alter the style, format, sequence, or system from one trade section to another. Specifications must be approximately 8-1/2" X 11" and must be permanently bound on the left side. Each page must be identified by designation of section and page number. Each paragraph and subparagraph must be numbered or given an alphabetical designation. Addenda must be printed on ONE SIDE OF THE PAPER ONLY. The Design Professional shall require his engineers to conform strictly to the style and format of other trade sections.

E.2.21.2 Simplicity Of Design. In the absence of consent in writing from the Owner furnished to the Design Professional and the Owner in advance, there shall be no cornerstones, sculptures, carving, or lavish design.

E.2.21.3 Name And Style of Work. It is a matter of paramount importance, because of provisions in trust indentures, that on all contract documents the Design Professional shall use the IDENTICAL and FULL name of the Work as it is described in the Design Build contract. The project number assigned to the Work must also appear on the contract documents.

E.2.22 Laboratory Or Testing Services During Progress Of Construction. The Design Professional must specify tests on all equipment or materials that must meet a minimum standard of performance or strength in order to produce a satisfactory result. If a standard testing procedure has been established, identify the procedure by the proper designation. If no standard procedure is in use, describe fully the tests required. The Design Professional must provide in the specifications for laboratory services the following: monitoring of installation of piles and caissons, of soil compaction tests, verification of suitability of soil or rock for foundations, making of concrete tests, making concrete batch plant inspection, and making concrete field placement inspection. The general requirements provide that the laboratory or engineering consultant will be selected by and paid by the Owner. The enumeration of testing to be called for is not for the purpose of establishing the RIGHT to test. The general requirements establish that right, and, in addition, the burden is on the Design-Builder to prove that his work and his materials meet the standards specified. However, if the Design Professional enumerates testing in the trade sections, the Design-Builder and his subcontractors know in advance what to expect, and will, therefore, be induced to proceed uncomplainingly and in a manner calculated to meet test requirements. The issuance of orders of condemnation pursuant to tests which fail are much fewer if the Design-Builder and his forces are aware in advance of what test will be required. Failure to call for a test does not, however, preclude the Design Professional from calling for any test desired. The Owner pays for the above-mentioned laboratory and testing services upon submission of approved copies of invoices. The Design Professional shall make arrangements with the laboratory under which the laboratory is required to advise the Owner, Design Professional, and the Design Builder in writing not later than twenty-four hours [and earlier where safety may be involved] after receipt of any specimens or observing any conditions

showing evidence of improper making or handling in the filed or showing work not in accordance with requirements of the contract documents.

E.2.23 Truth In Certification, Legal Responsibility Of Parties For Their Certificates And Opinions.

E.2.23.1 Reliance by a Public Agency. Certificates representations, and opinions called for in the contract are to be relied upon by a public agency for the purpose of budgeting and contracting. A party who signs a document regarding this Agreement cannot avoid the effect of his signature. Consequently, parties making representations, executing certificates, or signing opinions have a duty under the law to determine that they are made, executed, or signed with respect to conditions and circumstances that exist as of the date shown on the instrument in question. Such instruments are deemed to have been furnished without mental reservation and may not, therefore, be signed in reliance upon promises or expectations of subcontractors or the Design-Builder to produce in the future a given condition but must, on the contrary, reflect the actual and existing status as of the date of execution of the aforesaid instruments.

E.2.23.2 Effect of Negligent Certification. A party who negligently furnishes an incorrect certificate, representation, or opinion without knowledge whether or not it is (a) correct and (b) pertains to the actual present and existing condition and state of the proceedings and circumstances and not to some condition merely proposed, planned expected, promised, contracted for, or contemplated for the future is presumed to have had knowledge of inaccuracy. Only a party with personal knowledge may make a representation or execute a certificate. It is every party's duty to ascertain the facts before furnishing any instruments or documents. A party is responsible for the language used and cannot escape legal liability by maintaining that there was no intention to convey the impression produced by the language to which a signature is affixed. The state of a party's mind is an existing fact, and failure on the part of a person to make a representation, execute a certificate, or sign an opinion that reflects the true state of his mind as of the date of the instrument constitutes a misrepresentation as to a material and existing fact.

E.3 DESIGN REVIEW.

E.3.1 Design Not The Office Of The Owner. The Owner does not approve, reject, or express any preference as to design. The Owner has no duty to examine, pass upon, or approve bidding documents. The Design Builder has the duty to the Owner to select competent Design Professionals and to furnish plans and specifications to the Owner prepared in accordance with the requirements of the duties stated in the contract.

E.3.2 Design Milestones for the Project Construction Schedule. The Design-Builder shall provide the Owner with, and shall maintain, a detailed schedule of the Design Professional's design milestones. This schedule must be incorporated within the Project Construction Schedule and include the following:

E.3.2.1 the timing of major submittals due to the Design-Builder and Owner for approval;

E.3.2.2 early start and finish dates for major activities, including, but not limited to, the status of major equipment and systems purchasing; and any decisions, actions; and

E.3.2.3 approvals required of the Design-Builder and the Owner.

E.3.3 Resolution of Certain Design Conflicts. In the event of design conflicts with the Owner's Program or the requirements of the Site or of constructability, it is the Design Builder's responsibility to call to the attention of the Owner the situation with a full explanation and description, in writing, as early as feasible. Further, the Design-Builder's notification for each and every such situation must be accompanied by a complete description, including drawings and specifications of the proposed resolution. Further, the solution must not affect the appearance, functionality, quality or operating characteristics of the Project. The Work called for in the proposed resolution may not proceed without Owner's Notification of Receipt and Authorization to Proceed. If the Owner's Notification of Receipt and Authorization to Proceed is received later than ten (10) business days ("grace period") after the Design-Builder's complete notice and proposed resolution are submitted, then the Owner may grant the Design-Builder an extension in the time for completion of Construction Documents pursuant to Section 1, Parts 4 and 7, if, and only if, the Design-Builder can show that the proposed resolution of the particular situation is, at that time, on the critical path of the Project's schedule. Any time extension will accommodate the time taken by the Owner's review of the Design-Builder's proposed resolution. Further, the work of the resolution must not proceed if the Owner has notified the Design-Builder that the proposed resolution is not acceptable. Therefore, the disapproval of a proposed resolution will not be the basis for an extension in the time for Completion of Construction Documents nor the basis of any extra cost to the Owner. The Design-Builder shall not, in any case, be relieved of the responsibility to design and construct a Project that meets all applicable codes and laws and is in accordance with the Contract Documents.

E.3.4 Owner's Review. The Owner shall review the Design-Builder's Construction Documents to determine if those Construction Documents are in accordance with the Owner's Program documents. The Owner shall normally have ten (10) business days to complete its review. If the Owner determines that a document or a portion thereof submitted by the Design-Builder is not in accordance with the Contract Documents, the Owner shall return the Construction Documents to the Design-Builder. The Design-Builder, within ten (10) business days, shall correct, complete, and re-submit the Construction Documents to the Owner, however there shall be no time extension of the dates in the Project Construction Schedule. If the Owner determines that the Design-Builder's re-submittal is not in accordance with the Contract Documents, the Design-Builder shall again correct, complete, and re-submit the Construction Documents. The Design-Builder agrees to pay the Owner the costs for any additional review, beyond the first re-submittal, of those documents made necessary by the Design-Builder's submittal of any corrected Construction Documents that the Owner determines do not satisfy the Contract Document requirements.

E.3.5 Limited Review. The Design-Builder acknowledges that if the Owner may limit its review of the Construction Documents to:

E.3.5.1 a cursory review that is superficial, brief, and limited as the Owner, in its sole discretion may choose to do; or

E.3.5.2 such review as may be required to enable the Owner to determine rate of progress; or

E.3.5.3 such review as may be required for the limited purposes of determining whether the

Construction Documents are consistent with the Owner's Program or whether to make a progress payment to the Design-Builder; or

E.3.5.4 it being the Design-Builder's sole responsibility to prepare the Construction Documents in accordance with the Owner's Program and this Agreement by using the skill and care used by design professionals working in Texas on similar projects; therefore the Owner may not be expected to carry out any detailed review, check, or coordination of these documents.

E.3.6 Owner's Acceptance. Upon receipt of the Owner's acceptance, the Design-Builder shall initiate the building permit process by proceeding to file the documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project. The Owner, however, will accept in writing interim and final Construction Documents. But such acceptance does not constitute an acknowledgement that the interim Construction Documents are technically accurate or compliant with the Contract Documents. Nor does such acceptance constitute a waiver of any claim that the Owner may have or obtain regarding any deficiency contained in the Construction Documents. The Design Professional will review the Design Builder's Construction Documents and will make a determination that the Construction Documents comply with the Owner's Program and the Contract Documents. The Owner may base its acceptance, in whole or in part, on the Design Professional's recommendation.

E.3.7 Judge of Compliance. The Design-Builder, for itself and for the Design Professional, hereby specifically acknowledges and agrees that the Owner shall be the judge regarding whether the Construction Documents comply with the terms and provisions of this Agreement, and the Owner's Program.

E.3.8 Rejection of Documents. If the Owner rejects the Design-Builder's Construction Documents and requires the Design-Builder to resubmit the Construction Documents, in whole or in part, the Design-Builder shall make whatever changes are required by the Owner and resubmit them for review. The Design-Builder shall pay the Owner all its costs and expenses incurred as a result of any additional review, beyond review of the first re-submittal of the Construction Documents, performed by the Owner.

E.4 DESIGN PHASES DESCRIBED.

E.4.1 Schematic Design Phase. Upon authorization by the Owner in writing, The Design Professional on behalf of the Design Builder shall proceed with the preparation of SCHEMATIC PLANS AND SPECIFICATIONS and all other data needed to complete and obtain approval of the SCHEMATIC DESIGN PLANS AND SPECIFICATIONS in accordance with the PROGRAM furnished by the Owner.

E.4.1.1 Submittal. The Design-Builder shall prepare and submit Schematic Design Documents, in accordance with schedule requirements, including, but not limited to plans, elevations and cross-sections, as well as alternative design recommendations and proposals.

E.4.1.2 Meetings. The Design-Builder, with the Design Professional, shall regularly meet with the Owner to discuss and review schematics and preliminary design drawings.

E.4.1.3 Preliminary Estimate. Upon completion of the Schematic Design Documents, the

Design-Builder will prepare and submit to the Owner a preliminary estimate of the Cost of the Work broken down by line item into major construction disciplines and systems.

E.4.1.4 Identification of Changes and Deviations. With the Schematic Design Documents, the Design-Builder shall submit a document identifying in writing all material changes and deviations from the Owner's Program, if any, and an explanation for the changes and/or deviations.

E.4.2 Design Development Phase. Upon acceptance by the Owner in writing of the Schematic Design Package and receipt from the Owner of authorization to proceed in writing, the Design Professional on behalf of the Design Builder shall proceed with the preparation of DESIGN DEVELOPMENT PLANS AND SPECIFICATIONS and all other data needed to complete and obtain approval of the DESIGN DEVELOPMENT PLANS AND SPECIFICATIONS.

E.4.2.1 Design Concept. Based on the approved Schematic Design Phase documents, Design-Builder shall cause to be developed and submitted to the Owner a fully developed design concept consisting of drawings and other documents to fix and describe the size and character of the entire Project as to civil, structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. Design-Builder shall cause to be prepared and submitted to the Owner: elevations, building sections, design details showing use of materials, fenestration, shades and shadows all fully developed so that Design-Builder can proceed with the Construction Document Phase when the Design Development Phase is approved. When required, Design-Builder shall furnish to the Owner exterior perspective drawings and working models and/or renderings at a mutually agreed scale. Such exterior perspective drawings and working models shall be performed as additional services to this Agreement and shall be compensated as agreed between the parties at the time they are requested.

E.4.2.2 Floor Plans. Design-Builder shall cause to be prepared and submitted to the Owner floor plans showing spaces by name, number, actual net area of each space, structural module, mechanical spaces, equipment, chases, and circulation area. Design-Builder shall also cause to be prepared and submitted site plans (which show utilities and grades), plumbing, electrical, mechanical, and structural plans, and preliminary furnishings and equipment layouts, lists, and schedules. Drawings shall show overall building dimensions and major lines of dimension. Design-Builder shall also cause to be prepared preliminary specifications giving basic descriptions of essential components of all systems. The level of detail on the plans and in preliminary specifications shall be at a level of detail for all components sufficient for the development of a statement of detailed construction cost.

E.4.2.3 Construction Cost Analysis. Design-Builder shall cause to be prepared and submitted to the Owner a detailed construction cost analysis showing allocation of costs for various building systems.

E.4.2.4 Confirmation of Schedule. Design-Builder shall show the progress to date, confirm the remainder of the schedule and obtain the written approval of the Owner of the Design Development Phase before proceeding with the next phase.

E.4.3 Construction Document Phase. Upon acceptance by the Owner in writing of the DESIGN DEVELOPMENT PACKAGE, and receipt from the Owner of authorization to proceed in

writing, the Design Professional on behalf of the Design Builder shall proceed with the preparation of working drawings, specifications, large-scale and full-size detail drawings for architectural, civil, structural, plumbing, HVAC, electrical, and other mechanical work; (also referred to as "Contract Documents").

E.4.3.1 Minimum Requirements. The Construction Documents must include the following:

(a) A proposed CPM Schedule, using an approved electronic scheduling software, for completion of the Project;

(b) Working Drawings as described herein;

(c) Complete Construction Drawings;

(d) Specifications or other documents sufficient to establish the size, quality, and character of the entire Project, its architectural, civil, structural, mechanical, and electrical systems, and the materials and such other elements of the Project as may be appropriate;

(e) Documents required for building inspection agencies' approval necessary to obtain all required permits and to receive a Certificate of Occupancy.

E.4.3.2 Based on Contract Documents. The Construction Documents shall be based upon the Owner's Program and the Contract Documents, and shall indicate, in complete detail, the requirements for the construction of the Project (including all on-site and off-site work necessary).

E.4.3.3 Conflicts. If there is any conflict between the Owner's Program/Contract Documents and the Construction Documents, the Owner's Program/Contract Documents shall prevail and govern, except in the following circumstances:

(a) The Contract Documents cause a code violation; or

(b) The Contract Documents show or call for a situation that does not function properly or is not suitable for the purposes intended.

E.4.3.4 Working Drawings and Specifications. Construction Documents will consist of complete, detailed Working Drawings and Specifications. These Construction Documents must be significantly more extensive than the Contract Documents and must contain all required drawings and specifications completed in detail sufficient to construct the Project. The Construction Documents must be a complete set of documents. The Construction Documents shall be in form sufficient to obtain required permits and Certificate of Occupancy.

E.4.3.5 Specification Format. The Construction Specifications must be in the full Construction Specifications Institute (CSI) 16 Division, Three Part Format as established in the CSI Manual of Practice covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements, *etc.* The Construction

Specifications must provide all supplemental information and requirements included but not covered by the Contract Documents.

E.4.3.6 Working Drawings. Working Drawings must consist of those drawings, specifications and other documents necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, civil, structural, mechanical systems and electrical systems, *etc.* The Working Drawings must include, without limitation, the following:

(a) All Architectural Floor Plans, Exterior Elevations, Interior Elevations, Building Sections, Wall Sections, Reflected Ceiling Plans, Interior and Exterior Details, Door and Finish Schedules, Roof Plan and any other documents in conformance with the Contract Documents. All Architectural Floors Plans at not less than 1/8" = 1 '- 0", must be fully coordinated with all the engineering disciplines and with all required equipment and must show all required partitions, partition types, doors and door numbers, windows, room names and numbers, dimensions and any other required notes and information for a complete floor plan.

(b) Full architectural detailing that carries out the design of the building and Site development in a manner consistent with and of the quality of the Contract Documents. The architectural detailing must be consistent with and compliment the designs established in the Contract Documents.

(c) In addition to 3/4" Full Height Exterior Wall Sections, Wall Sections at other wall conditions, at not less than 1" = 1 ' 0" scale necessary to construct the facility.

(d) Reflected Ceiling Plans at the same scale as the respective floor plan. All reflected ceiling plans must be fully coordinated with all the engineering disciplines and must show all required ceiling lights, diffusers, smoke detectors, and any other required devises on the ceiling. The architectural reflected ceiling plan takes precedence over all the other engineering plans in regards to fixture and device locations. Sprinkler head locations shall be per NFP requirements.

(e) Interior Elevations of finished corridor, toilet, library and typical classroom at not less than 1/2" = l' 0" scale and showing wall profile and details that are not apparent in the building elevations.

(f) All required drawings for mechanical and electrical work, must be as specified in the Contract Documents

(g) HVAC, Plumbing, and Fire Protection layouts showing major equipment and mains as well as typical distribution branches, riser diagrams, supply and return grilles, and a schedule of plumbing fixtures valves, and all other "end product" elements and features. All HVAC, Plumbing and Fire Protection plans must be fully coordinated with the architectural floor plans and reflected ceiling plans. All such drawing shall be at not less than 1/8" = 1 ' 0" scale.

(h) Electrical, Signal and Data/Telecom Conduit systems layouts as well as riser diagrams for the building, and all other "end product" elements and fixtures. All Electrical Power and Lighting plans must be fully coordinated with the architectural floor plans and reflected ceiling plans.

(i) All site plans at not less than 1" = 50.0' scale.

(j) Structural construction drawings and specifications. These must be for any structural assembly work as well as for foundation reinforcing steel and any other structural elements.

(k) Complete structural details at not less than 1/2" = 1 '- 0' scale.

E.4.3.7 Sectional Details. The Design-Builder and the Design Professional in the preparation of the Working Drawings may change any sectional details shown in the Contract Documents as long as there is no change in the appearance of the end product or floor-to-floor heights, and as long as the same detail is equal in firmness, permanence and suitability for its intended purpose, and meets all applicable codes and laws. Sectional details are included in the Contract Documents to indicate the Owner's desired external profiles and required appearance of the end product. The Design-Builder has the ultimate responsibility for all construction details.

E.4.3.8 Civil Engineering Design Package. The Civil Engineering Design Package is understood to consist of the complete design of grading, storm drainage, erosion control, paving, fencing, landscaping and site utilities. The schematic layout design of the site(s) and the full design of the site(s) electrical, site(s) communications and site(s) security systems are considered to be part of the Work, as are the submittals of any required approval packages.

E.5 Timeliness of Response to Submittals, RFI's, *etc.*

E.5.1 Submittals. The submittals consist of the architectural Shop Drawings, Product Data, Samples and other documents and information submitted by the various Trade Contractors in connection with the Project. The various Trade Contractors are expected to provide within 15 days of notice to proceed on a component change order a complete schedule of each submittal item pertinent to the component change order, with dates for submittal preparation, submittal approval, manufacture and delivery. The Design Professional will then agree on critical submittal submission dates for each submittal that conforms with the approval dates. The various Trade Contractors are further expected to provide within 15 days of notice to proceed on the GMP change order a complete schedule of each submittal item pertinent to the GMP change order, with dates for submittal preparation, submittal approval, manufacture and delivery. The Design Professional will then agree on critical submittal submission dates for each submittal that conforms with the approval dates. All submitted approval dates and submission dates should conform to the project Critical Path Schedule.

E.5.2 Requests for Information. The normal period for the review by the Design Professional of requests for information or clarification submitted by the various Trade Contractors, the Program Coordinator (if any), or the Owner in connection with the Project shall not be longer than five (5) business days unless such period is extended by the Owner. When any request for clarification submitted by or on behalf of the various Trade Contractors or the Owner requires that a change

be made in the Drawings and/or the Specifications, the change to the Drawings and/or the Specifications shall be made by the Design Professional within five (5) business days after the submission of such request and the notification by the Owner to the Design Builder to proceed with the making of such change, unless the Owner expressly agrees to extend the number of days allowed.

E.5.3 Right to Withhold Fees. The Owner reserves the right to withhold all or a portion of the Design Builder's fees pending the resolution of any claims made by the Owner on the Design Builder resulting from a failure of the Design Professional to review submittals or to respond to a request for information or clarification within the time limitations listed above.

E.6 Building Commissioning Services. The Design Builder shall provide Building Commissioning services involving the project's HVAC systems, conveying systems, temperature control systems, plumbing systems, fire detection and alarm systems, emergency power and lighting systems as required, fire suppression systems, and access control systems, food service equipment, and laundry equipment.

E.6.1 Initial Building Commissioning Plan. The Design Builder shall develop an Initial Building Commissioning Plan to consist of the following:

E.6.1.1 The Building Commissioning Plan shall include a summary of understanding of the design intent for each of the relevant building systems and equipment. Each design intent summary shall establish critical performance criteria that indicates whether a system is properly functioning.

E.6.1.2 The Building Commissioning Plan shall include a commissioning schedule listing the duration of each commissioning activity such as system and equipment manual submittal and approval, equipment start-up, and system and equipment training, and combining all such activities in a manner reflecting the inherent subsidiary relationships between activities. This schedule shall be used as a basis for approval of the commissioning portion of the Design Builder's construction schedule.

E.6.2 Define Duties. The Design Builder shall during preparation of the contract documents clearly define all duties and activities required of the various Trade Contractors relating to Building Commissioning, any necessary order in which these activities and duties must take place, and define all critical performance criteria to be achieved.

E.6.3 Inspect, Review and Monitor. The Design Builder shall inspect, review and monitor all building commissioning related construction activities for timeliness, completeness and conformance with the criteria established by the contract documents, and report same to the Design Builder and the Owner. The Design Builder shall supervise the training activities of each system.

E.7 Site Investigations.
E.7.1 Plat of Boundary-Line Survey. The Design Professional on behalf of the Design Builder shall not undertake the preparation of plans and specifications until he has in his possession a plat of Boundary-line survey furnished to him by the Owner which the Owner has advised him in writing is the Site for the work to be designated. THE DESIGN PROFESSIONAL WILL

DESIGN NO WORK EXTENDING BEYOND THE BOUNDARIES SHOWN ON THE PLAT OF BOUNDARY-LINE SURVEY WITHOUT WRITTEN CONSENT OF THE OWNER IN ADVANCE. In the design of the Work the Design Professional must take into consideration all easements, rights-of-ways covenants which run with the land, and any U. S. Government "controls" which are referred to on the above-mentioned plat of boundary-line survey.

E.7.2 Plat of Survey of Building Site Conditions (Project Plat) and Report on Subsurface Conditions. The Design Professional shall obtain a complete and accurate Project Plat giving the grades and lines of streets, pavements, and adjoining properties, contours of the Site, and full information as to sewer, water, gas, electrical service, telephone service, and any other utilities.

E.7.3 Certificate of Surveyor on Project Plat. It is the duty of the Design Builder to require the Design Professional to obtain the Project Plat and the Subsurface Conditions report before the Design Professional proceeds with design. The Project Plat shall be dated and must bear the signature, seal and registration number of the person who made the survey, and in addition a certificate exactly in the following words must appear on at least two copies [NOT ON THE TRACING] of the plat of survey of building site conditions:

CERTIFICATE OF SURVEYOR
(to be written on a copy [NOT on the tracing] of the Project Plat)

> I certify that this Project Plat is correct; that it gives a true representation of the conditions of the property; that all building, improvements, and objects are shown to scale at actual locations on the property; and that it gives a complete delineation of the grades and the lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, and other utilities. I certify further that I have examined maps filed and that all gas lines shown on the site or adjoining property within one thousand feet outside the boundary of the site as of the date of my examination, [insert date], are delineated on the aforesaid plat. I certify further that all electric power lines carrying in excess of 750 volts and located on the site or within 300 feet outside the boundary of the site as of the date of this certificate are delineated on the aforesaid plat. [See "Gas", "Compliance with Regulations of State Agencies", and "High Voltage Lines", infra]

E.7.4 Project Plat Must Reflect Conditions Prior to Construction. In the event any grading or site work is proposed to be done by any party or agency other than the Design-Builder who will construct the project, the work must have been completed prior to the obtaining of the Project Plat and Subsurface Conditions report because it is obviously indispensable that the final bidding documents must show topography and all other site conditions in strict conformity to the physical state of the site and any existing work at the time bidders will submit their proposals; otherwise. The Design Professional must not rely upon as-built documents on existing work for fulfillment of his contractual obligations to obtain the plat of survey of building site conditions and the report on subsurface investigations.

E.7.5 Duty to Obtain a Proper Subsurface Conditions Report. Because subsurface data, utilities, and other physical conditions (which can only be revealed by a proper survey of building site conditions and a proper report on subsurface investigations) have such a significant effect on

cost, the Design Builder is reminded again that in submitting budget certificates he as a Design Professional contracting with a public or governmental body to render services is chargeable with knowledge of any limitation imposed on such body as to the amount of money it may expend for a given project.

E.7.6 Due Care Required. Design Professionals are charged with the use of best efforts in the performance of all of their duties. Since the Design Professionals are not usually skilled in matters pertaining to soils and subsurface conditions, the Design-Professionals can only meet the standard of due care and reasonable skill by obtaining advice from those who are qualified to know the extent to which investigations should be carried in order to obtain a reasonable amount of information, taking into consideration all of the surrounding conditions. The Design Professional who merely directs the laboratory to make three test borings, for example, without consulting the structural engineer and the soils mechanics engineer of the laboratory as to the scope of the investigations these experts recommend has obviously neglected to use due care.

E.8 Plot Plan.

E.8.1 Plot Plan Description. The working drawings must include a Plot Plan designated as such on the drawing and consisting of one sheet only. All Work shall be sited on the plot plan to scale. In the absence of written consent of the OWNER in advance, the Plot Plan:

E.8.1.1 must be prepared in strict conformity to the plat of boundary-line survey,

E.8.1.2 must show the outlines of and be limited to the identical property as that shown on the plat of boundary-line survey, and

E.8.1.3 must be co-extensive with, conterminous with and have boundary lines which are identical to the boundary lines shown on the plat of boundary line survey.

E.8.2 Complete Boundaries. The Plot Plan must show complete boundaries on all sides which are in strict correlation with and form a complete perimeter conforming to the perimeter shown on the plat of boundary-line survey which is required to be furnished to the Design Professional by the Owner. In the absence of written consent of the Owner in advance, Design Professional must show no contours or any other information whatsoever beyond the above-mentioned boundaries as established by the plot plan. The Design Builder agrees to prohibit the Design Professional (a) from designing any work or (b) from providing for or permitting any construction operations [including storing of materials or staging of any work] beyond the perimeter of the property shown on the plat of boundary-line survey except as to such easements, licenses, permits, or rights-of-way as shall have been furnished to the Owner and approved by the Owner in writing (1) in advance of the design of the aforesaid work or (2) in advance of the calling for or permitting of the aforesaid operations [including storage of materials and staging of work] beyond the perimeter of the aforesaid property. In the absence of the forgoing consent of the Owner in advance, the design of any work or the calling for or the permitting of any construction operations [including storage of materials and staging of work] to be performed beyond the perimeter of the plot plan will be a breach of contract on the part of the Design Professional and the Design Builder.

E.8.3 Certification on Plot Plan. There must be written on at least two copies [NOT on the tracing] of the Plot Plan a certificate of the Design Professional in the following language:

CERTIFICATE OF DESIGN PROFESSIONAL
[to be applied to a copy (NOT the tracing) of Plot Plan]

"I certify (a) that this plot plan is correct and that it delineates the true, complete, and existing physical conditions on the Site as of the date of the present certificate, (b) that it shows boundaries and distances which appear on the plat of boundary-line survey prepared by [insert name of surveyor], registered surveyor number [insert registration number] under date of [insert date of survey including all dates of revisions], a copy of said survey being attached to this plot plan for reference, (c) that no portion of the work shown on this plot plan extends beyond the boundaries of the Site as described on the aforesaid plat of boundary-line survey except the following [insert the word "NONE" or insert a description of each exception and in the case of each exception (1) acknowledge receipt of copy of easement, rights-of-way, permit or license, as the case may be and (2) acknowledge receipt of written consent of the OWNER as, for example: "Laying of sewer line across property of John Doe pursuant to grant of rights-of-way dated 1-15-70 (copy of which grant of rights-of-way has been furnished to the Design Professional by the OWNER) and accordance with written consent of the OWNER dated 4-15-70", or, as for another example: "Grading on the property of Richard Roe pursuant to grant of easement dated 3-1-70 (copy of which grant of easement has been furnished to the Design Professional by the OWNER) and in accordance with written consent of the OWNER dated 4-15-70"], (d) I certify that there is no work of any description required for completion of Project No. [insert project number as taken from the commitment letter covering the new work] which does not lie within the scope and boundaries of any easements, licenses, permits, or rights-of-way listed hereinabove, and (e) I also certify that in the design of the work I have taken into consideration all restrictions, covenants, controls, easements, and rights-of-way shown on the above-mentioned plat of boundary-line survey."

E.9 Manufacturer's Recommendations. Adherence to the principles of precision and completeness will eliminate the vague results produced by a bare statement that certain work "shall be installed in strict accordance with the manufacturer's recommendations without setting forth the "date of the doctrine" -- that is, the exact title, number, or edition, date, and page number of the bulletin, circular, or catalogue in which the manufacturer's printed recommendations appear. A Design Professional on behalf of the Design Builder should not state that the Work is to be done in accordance with the manufacturer's recommendations unless he has a copy of the printed recommendations in his possession at the time, has studied them, and can set forth full information in identification of the publication including at least the date of the publication. Manufacturers are lax and mercurial in the matter of recommendations, and some attempt to excuse poor quality and poor design of factory-assembled products on the ground that their products have not been installed in accordance with their recommendations even though the recommendations may have been drastically changed since the opening of bids or installation of the Work. If their allegations are true, they may be on firm ground, but the Design Professional must be prepared to make a clear-cut decision based on the physical

conditions of the Work. The Design Professional cannot make such a decision if he has neglected to establish the "date of the doctrine". If there has been no publication of the recommendations, then the Design Professional is obliged to designate completely, definitely, and clearly the methods and materials for installation that he himself recommends. Unless the recommendations of the manufacturer have been published and can be cited by date, etc., as indicated above, the Design Professional must not specify that the Work shall be installed in accordance with the manufacturer's recommendations because the manufacturer's recommendations would not in such circumstances have been established completely, definitely, and clearly. Whether it is the product named in the specifications or a product listed later in an addendum that is actually used at the Site, the Design Professional must see to it that the resident engineer inspector is furnished with a copy of the manufacturer's published recommendations for installation. The Design Professional must recognize that a manufacturer may maintain that the warranty of the manufacturer is invalidated if the manufacturer's product is not installed in accordance with his recommendations. Consequently, the Design Professional is responsible for taking these recommendations into consideration when he designs the Work.

EXHIBIT F-1

WARRANTY, INSURANCE, INDEMNITY, PAYMENT & PERFORMANC BONDS

REQUIRED BY DESIGN BUILDER

F.1 MATERIALS AND EQUIPMENT.

F.1.1. Design-Builder shall, for the protection of Owner, obtain from all vendors and subcontractors guarantees with the 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. Design-Builder 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 the Enforcement Party (defined below) acting in its own name. Owner and all successor owners of the Project shall collectively and individually be the "Enforcement Party" pursuant to this Agreement.

F.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.

F.2. WORKMANSHIP. Subject to the provisions of Exhibit F.6. hereinbelow, Design-Builder guarantees that the Work will be free from any Defect in the workmanship of Design-Builder or any subcontractor or other party engaged by Design-Builder in connection with the Work. Provided the Enforcement Party notifies Design-Builder of such a Defect prior to the end of the Defects Period, Design-Builder 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 Design-Builder (or its subcontractors or suppliers) and Design-Builder shall itself correct or, as deemed feasible by the Enforcement Party, have another correct any such Defect where such is attributable to any subcontractor or other party engaged by Design-Builder in connection with the Work.

F.3. POST CONSTRUCTION WORK; TRAINING. From and after the Transfer Date, Design-Builder shall provide or cause to be provided to Owner multiple copies of all training manuals for all equipment, systems and machinery installed by Design-Builder (or its subcontractors or suppliers) in the Project, if any, 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 Design-Builder (or its subcontractors or suppliers) pursuant to this 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 Design-Builder after the date hereof.

F.4. EXCEPTIONS TO GUARANTEES. Design-Builder 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.

F.5. INSURANCE COVERAGES. Design-Builder 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 F-1.

F.6. DEFECTS AND REMEDIAL ACTION.

F.6.1. If, at any time during the prosecution of the Work, Design-Builder determines that there is a defect in the Drawings and Specifications, Design-Builder shall notify General Contractor and Design Professional of such defect and Design-Builder shall suspend the portion of the Work that is based on the portion of the Drawings and Specifications containing such defect. Design-Builder shall meet with Design Professional and General Contractor within 3 days of such notice to discuss remedial action. When Owner, Design-Builder, General Contractor and Design Professional have agreed upon the appropriate remedial action, Design Professional has cured the defect in the Drawings and Specifications, and Design-Builder has approved such curative action, Design-Builder shall proceed with the Work relating to the portion of the Final Drawings and Specifications containing such defect and any delay occasioned thereby shall not be subject to any additional compensation to Design-Builder.

F.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 Design-Builder notifies the Owner of the completion of the installation of the replacement equipment or material or the reperformance of service.

F.6.3. Remedial Action.

F.6.3.1. Subject to the terms of Exhibit F.4, if, during the Defects Period, the Enforcement Party determines that there is a Defect in a portion of the Work, Design-Builder shall take remedial action acceptable to the Enforcement Party without delay.

F.6.3.2. If work by Design-Builder as remedial action is not commenced without delay or having so commenced is not prosecuted with all due dispatch to completion, the Enforcement Party, after giving notice to Design-Builder, may proceed with another Design-Builder or contractors to perform such remedial action, in which case Design-Builder shall reimburse the Enforcement Party upon demand for all costs incurred in performing such remedial action.

F.7. PERFORMANCE OF SUPPLIER'S OBLIGATIONS.

F.7.1. In the case of Defects in materials, machinery or equipment which arise from the failure of a supplier to Design-Builder of materials for the Project, or defects in services provided in a specialty or sole source subcontract with a subcontractor of Design-Builder (in this Subparagraph H.5 any such subcontract of supply or service is herein called "subcontract" and the party providing such service is called "subcontractor"):

F.7.2. Design-Builder 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 Enforcement Party. Design-Builder, upon the request of the Enforcement Party, shall assign any of its rights under subcontracts or purchase agreements for machinery, equipment or material or under such agreements of supply to the Enforcement Party and shall at such time be automatically relieved of the obligations relative to the matters covered by such contracts.

F.7.3. Design-Builder shall undertake such other or additional action as the Enforcement Party may require to achieve prompt correction of, or to overcome or offset, or to remedy or repair, the Defect.

F.8 PATENTS.

F.8.1. Design-Builder 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 Design-Builder or any subcontractor (except any subcontractor selected by Owner to which Design-Builder 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 the Enforcement Party directs otherwise, Design-Builder shall conduct in due diligence and in good faith, the defense of such action or proceeding, whether or not Design-Builder is joined therein; provided, however, Design-Builder shall not admit the validity or infringement of any patent, copyright, trademark, or service mark without the express written consent of the Enforcement Party. In connection with Design-Builder's defense of any such action or proceeding, the Indemnified Parties shall render such assistance as Design-Builder may require in such defense. Without relieving Design-Builder 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. Design-Builder 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. Design-Builder hereby warrants and represents to the Indemnified Parties that Design-Builder 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.

F.8.2. Design-Builder shall use its diligent, good faith efforts to obtain from all suppliers a patent indemnity in the form set forth in Exhibit F.8.1. If any prospective supplier refuses to grant such patent indemnity, Design-Builder shall promptly notify Owner and, unless authorized by Owner

in writing, shall select an alternate supplier.

F.9. INDEMNIFICATION.

F.9.1. DESIGN-BUILDER 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 ACTS OR OMISSIONS OF DESIGN-BUILDER, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF DESIGN-BUILDER'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS EXHIBIT F.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 DESIGN-BUILDER 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.

F.9.2. Design-Builder 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. Design-Builder shall, prior to the Transfer Date, provide continuous and adequate protection of the Work, the property and adjacent property of Owner or Design-Builder constituting the Construction Site. Design-Builder 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 Design-Builder owned or leased or furnished by Design-Builder 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 gross negligence or willful misconduct of Owner or its officers, directors, employees or agents.

F.10. PERFORMANCE BOND AND PAYMENT BOND. Design-Builder 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. Design-Builder 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.

F.10.1. 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.

F.10.2. Bond Requirements. The performance bond and payment bond shall identify the Principal (Design-Builder) 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.

F.10.2. 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.

SCHEDULE 1 TO EXHIBIT F-1

DESIGN-BUULDER'S INSURANCE

A. INSURANCE COVERAGE. Design-Builder shall, or require the General Contractor to, 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 Design-Builder and/or General Contractor as the name 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. Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, naming General Contractor as the named insured, and Design-Builder and Owner as additional insureds, 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 state coverage for all persons or entities employed by Design-Builder, General

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 the Owner. Coverage provided must comply with the U.S. Longshoreman's and Harbor Worker's Act and the Maritime Act. (Also see below).

5. Umbrella Liability Insurance. Umbrella liability insurance naming Design-Builder and/or General Contractor as the named insured and Owner as additional insured, in an amount not less than $3,000,000 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:

(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 Design-Builder'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 the Design-Builder has undertaken to perform on the project, regardless of whether that person contracted directly with the Design-Builder 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) The Design-Builder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Design-Builder providing services on the project, for the duration of the project.

(e) The Design-Builder must provide a certificate of coverage to the Owner prior to the commencement of the Work.

(f) If the coverage period shown on the Design-Builder's current certificate of coverage ends during the duration of the project, the Design-Builder must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

(g) The Design-Builder shall obtain from each person providing services on a project, and provide to the Owner:

(i) a certificate of coverage, prior to that person beginning work on the project, so the 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 the Design-Builder, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(h) The Design-Builder shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(i) The Design-Builder shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Design-Builder knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(j) The Design-Builder 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) The Design-Builder shall contractually require each person with whom it enters into agreement with 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 the Design-Builder, 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 the Design-Builder, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(iv) obtain from each other person with whom it contracts, and provide to the Design-Builder:

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 the 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 4(a) through 4(i) 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, the Design-Builder is representing to the Owner that all employees of the Design-Builder 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 the Design-Builder to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(m) The Design-Builder's failure to comply with any of these provisions is a breach of this Agreement by the Design-Builder which entitles the Owner to declare this Agreement void if the Design-Builder does not remedy the breach within ten days after receipt of notice of breach from the 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 Design-Builder and the Owner; (ii) provide that such insurance shall not be invalidated by any act or negligence of Design-Builder, General 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 Design-Builder and the Owner.

C. BUILDERS RISK INSURANCE. Design-Builder shall, or require the General Contractor, to obtain and keep in full force and effect until completion of the Work, Builders Risk Insurance covering all risks, 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 Design-Builder, Owner, General 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 Design-Builder, and Owner for loss or damage occurring during the Work and shall name General Contractor and/or Design-Builder, as the named insured, and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to Design-Builder.

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 Design-Builder. 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 Design-Builder.

E. COPIES. Prior to commencement of the Work, Design-Builder shall furnish certified true copies of the insurance policies required under this Schedule 1 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. Design-Builder and 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 1.

EXHIBIT F-2

WARRANTY, INSURANCE AND INDEMNITY

AS TO DESIGN PROFESSIONAL

F-2.1. Standard of Quality. The Design-Builder represents, covenants and agrees that all of the services to be furnished by the Design Professional in regard to the Project shall be of the professional standard and quality which prevail among architects engaged in architectural practice throughout the State of Texas under the same or similar circumstances, involving the design and construction of a project such as the Project.

F-2.2 Guarantee. The Design-Builder guarantees that the architectural and design services to be furnished by the Design Professional (including preparation of detail Drawings and specifications), and any other party engaged by the Design Professional in connection with the Project, will be performed in such a way that if the Project is constructed in accordance with the Drawings and Specifications, the Facility will be a described as the Fort Bend County Tax Assessor/ Collector Building.

F-2.3. INDEMNIFICATION. THE DESIGN-BUILDER 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 AN ACTION BY THE DESIGN PROFESSIONAL, THE DESIGN PROFESSIONAL'S CONSULTANTS, AND THEIR OFFICERS, AGENTS AND EMPLOYEES, OR ANYONE DIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS AGREEMENT, 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 THE DESIGN-BUILDER UNDER THE FORGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS TO THE EXTENT OF THE PORTION OF HARM PROVEN TO ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY.

F-2.4. Enforcement Party. All decisions with respect to the enforcement of the guarantees, warranties, and indemnities, set forth in this Agreement shall be made by the Enforcement Party. Owner and all successor owners of the Project shall collectively and individually be the "Enforcement Party" pursuant to this Agreement.

F-2.3. Insurance Coverages. The Design-Builder shall cause the Design Professional to keep in full force and effect until the expiration of the Defects Period the insurance coverages specified on Schedule 1 attached hereto.

SCHEDULE 1 TO EXHIBIT F-2

DESIGN PROFESSIONAL'S INSURANCE

A. DESIGN PROFESSIONAL INSURANCE COVERAGE. Prior to, at all times during the performance of any of the Services under the Design Professional's Agreement, and throughout the Defects Period (as defined in the Design Professional's Agreement), the Design Professional shall provide the insurance coverages hereinafter specified.

1. Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming the Design Professional as the name insured, and the Design-Builder, the Owner and the Construction Consultant as additional insureds with the following coverages and limits:

- General Aggregate	$1,000,000
- Personal & Advertising Injury Limit	$1,000,000
- Each Occurrence Limit	$1,000,000
- Fire Damage Limit (any one fire)	$50,000
- Medical Expense Limit (any one person)	$5,000

Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:

- premises operations coverage;

- broad form property damage liability coverage; and

- independent contractors and employees as additional insureds.

2. Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Services, naming the Design Professional as the named insured, and the Design-Builder and the Owner as additional insureds, insuring against liability for bodily injury and death and for property damage in an amount not less than $500,000 per occurrence.

3. Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas state coverage for all persons of entities employed by the Design Professional in connection with the Project, employer's liability insurance of not less than $1,000,000.00 per occurrence and in the aggregate.

4. Umbrella Liability Insurance. Umbrella liability insurance naming the Design Professional as the named insured, and the Design-Builder and the Owner as additional insureds, in an amount not less than $1,000,000 per occurrence and in the aggregate.

5. Professional Liability Insurance. Project Specific Professional Liability Insurance in

the amount of $1,000,000 per occurrence naming the Design Professional as the named insured. This professional liability coverage should be maintained during the construction and Defects Period.

B. POLICIES. Every policy referred to in Article I of this Schedule 1 shall (a) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after written notice thereof has been received by the Design-Builder and the Owner; (b) provide that such insurance shall not be invalidated by any act of negligence of the Design-Builder, the Design Professional or the Owner or any of the Design Professional's Consultants 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 (c) include a waiver of all rights of subrogation in favor of the Design-Builder and the Owner.

C. 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 the Design-Builder. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest edition 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 the Design-Builder.

D. COPIES. Within 30 days after the effective date hereof, the Design Professional shall furnish certificates of coverage relating to the insurance policies required under this Schedule 1 to the Design-Builder and the 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. The Design-Builder and the 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 1.

EXHIBIT G

APPLICATION FOR PAYMENT

PERIODICAL ESTIMATE NO._____ PROJECT NO.

CERTIFICATE OF THE DESIGN-BUILDER OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Periodical Estimate No. _____ are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between_____

(Owner)

and _____ dated

(Design-Builder)

and all authorized changes thereto; and that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "amount due this estimate" has been received.

(a)	Total amount earned for work in place (original contract).....	$
(b)	Total amount earned for work in place (change orders).....	$
(c)	Value of materials stored at site.....	$
(d)	Total amount earned ((a) plus (b) plus (c)).....	$
(e)	Amount retained (10%).....	$
(f)	Total earned less retained percentage ((d) minus (e)).....	$
(g)	Total previously approved.....	$
(h)	Amount due THIS ESTIMATE ((f) minus (g)).....	$
(i)	Retainage payment to (subcontractor)(subcontractors) per Paragraph 4 of the Form of Agreement.....	$
(j)	AMOUNT DUE DESIGN-BUILDER ((h) minus (i)).....	$

I further certify that all claims outstanding against the undersigned Design-Builder for labor, materials, and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the Design-Builder which are not yet paid, including all disputed claims and any claims to which the Design-Builder has or will assert any defense.

I further certify that all of the materials indicated on this Periodical Estimate as being stored on the site, but not yet incorporated into the building, have been purchased, delivered, and are now stored on the site for future incorporation into the building and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned Design-Builder assumes full responsibility for the existence, protection, and, if necessary, replacement of the above-mentioned materials until the completion of this contract.

Design-Builder_____ By

Date_____ Title

CERTIFICATE OF THE RESIDENT ENGINEER INSPECTOR

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Design-Builder and that the Design-Builder's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name_____ Resident Engineer Inspector. Date:

CERTIFICATE OF THE SUPERVISING ARCHITECT

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Design-Builder and that the Design-Builder's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name_____ Supervising Architect. Date:

SCHEDULE OF CHANGE ORDERS

In support of Periodical Estimate for Partial Payment No.

Project No._____ Period Ending:

Design-Builder:

CHANGE ORDERS		ADDITIONS			DEDUCTIONS
Number (1)	Date (2)	Authorized Amount (3)	Amount this Period (4)	Completed Previous Periods (5)	Authorized Deductions (6)

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

Design-Builder'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:

Design-Builder:

ITEM NO.	NAME (Design-Builder or Trade Contractor)	TYPE OF MATERIAL	QUANTITY	AMOUNT (Dollars)
		TOTALS		

Prepared by_____ for
(Design-Builder)

Date_____, and certified by him to be a true and accurate statement.

Checked and concurred in:

By:
Resident Engineer Inspector

Date:

EXHIBIT H

ARCHITECT, LIEN WAIVER AND RELEASE (PARTIAL)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

Architect:	_____
Design-Builder:	_____
Owner:	_____
Owner Representative:	Fort Bend County Director of Facilities
Contractor:	_____
Project:	_____
Design-Build Agreement:	Design-Build Agreement dated _____, 2008, between Owner and Design-Builder
Agreement:	Agreement dated _____, 2008, between Architect and Design-Builder
Property:	The real property described in Exhibit "A" attached hereto and incorporated herein and the improvements thereon which are the subject of the Design-Build Agreement.

BEFORE ME, the undersigned Notary Public, on this day appeared Architect, 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. Architect has heretofore submitted to Design-Builder its invoice number (the "Invoice") dated _____, 200___ , in the amount of $_____ for services performed to the Project pursuant to the Agreement through and including _____, 200__ (the "Invoice Date"). Architect represents and certifies to Design-Builder and Owner that Architect has received the amount stated to be due in the Invoice. Architect hereby waives and releases any liens and rights or claims of liens against the Property and the Project and releases Design-Builder and Owner and their successors and assigns from any claim, liability, or debt by reason of services performed by Architect to or for the Project through the Invoice Date.

2. For and in consideration of Ten and No/100 Dollars ($10.00) and the payment of the sums due to Architect as set forth above, Architect hereby agrees to indemnify and hold harmless Design-Builder 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 furnishing services to Architect for the Project through the Invoice Date, but not otherwise.

IN WITNESS WHEREOF, the Architect has by its duly authorized representative set his hand and seal thereto this _____ day of _____, 2000___.

_____

By:_____
Name:_____
As Its:_____

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.

_____
Notary Public in and for the State of Texas

EXHIBIT I

CONTRACTOR AFFIDAVIT, LIEN WAIVER AND RELEASE (PARTIAL)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

Contractor:	_____
Design-Builder:	_____
Owner:	_____
Owner Representative:	Fort Bend County Director of Facilities
Architect:	_____
Project:	
Design-Build Agreement:	Design-Build Agreement dated _____, 2008, between Owner and Design-Builder
Agreement:	Agreement dated _____, 2008 between Design-Builder and Contractor
Property:	The real property described in Exhibit "A" attached hereto and incorporated herein and the improvements thereon which are the subject of the Project.

BEFORE ME, the undersigned Notary Public, on this day appeared Contractor, 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. Contractor has heretofore submitted to Design-Builder its Application for Payment number (the "Application for Payment") dated _____, 200___, in the amount of $_____ for labor and services performed and materials supplied to the Project pursuant to the Agreement through and including _____, 200___ (the "Application Date"). Contractor represents and certifies to Design-Builder and Owner that Contractor 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 and Design-Builder in accordance with the terms of the Agreement). Contractor hereby waives and releases any liens and rights or claims of liens against the Property and the Project and releases Design-Builder 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 Contractor to or for the Project through the Application Date, but not otherwise. Notwithstanding the foregoing, this document shall not operate to discharge or release Contractor's right to receive payment of required retainage held pursuant to Exhibit D.2.2 to the Agreement.

2. For and in consideration of Ten and No/100 Dollars ($10.00) and the payment of the sums due to Contractor as set forth above, Contractor hereby agrees to indemnify and hold harmless Design-Builder 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 Contractor through the Application Date, but not otherwise.

IN WITNESS WHEREOF, the Contractor 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.

_____
Notary Public in and for the State of Texas

AS PER ORIGINAL

EXHIBIT J

DESIGN-BUILDER'S PROPOSAL DATED FEBRUARY 12, 2009



Statement of Qualifications

Design/Build Services for

Four Story Parking Garage
Fort Bend County
Q09-042

Crain Zamora

CONSULTING ENGINEERS

Crain Zamora

February 12, 2009

Mr. Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Agent
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Re: Statement of Qualifications for Design/Build Four Story Parking Garage; Q09-042

Dear Mr. Jalomo and Review Committee Members:

Crain Zamora, L.L.C., SCA Consulting Engineers, and The Clerkley Watkins Group are very pleased to present our Statement of Qualifications for the design/build of the County's new four story parking garage. Your project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in providing design/build services.

In connection with our knowledge of the County's needs for this project, one of the most important benefits stems from our team's vast experience. We can help Fort Bend County better understand each option and choice being made relative to costs implications, scheduling, aesthetics, and long term maintenance impacts.

Further, our team has established strong consultant and subcontractor alliances for this specific project, including Kelly Kaluza and Associates, and Keystone Concrete. We proudly provide an exceptional level of service in establishing detailed work schedules which allow our trades the opportunity to be most efficient which helps provide our Owners with the best overall project value from the market.

We thank you for the opportunity to be of service and hope to be the design/build team of choice for the County's new parking garage. Hopefully, the contents herein will provide a glimpse of our desire to "hit the ground running" and have an immediate impact on this project. We're confident we can provide the depth of services and quality of management you expect.

If we can provide additional information, please call.

Sincerely,

Brad Crain
President

2635 Miller Ranch Road Pearland, Texas 77584 713.436.8727 (o) 713.436.8730 (f) www.crainzamora.com

Vendor Information

Crain Zamora, L.L.C
Legal Name of Contracting Company

Federal ID Number [redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-436-8727
Telephone Number

713-436-8730
Facsimile Number

2635 Miller Ranch Road, Pearland, Texas 77584
Complete Mailing Address (for Correspondence)

Same
Complete Remittance Address (if different from above)

Same
City, State and Zip Code

Brad Crain, President
Authorized Representative and Title (printed)

brad@crainzamora.com
Authorized Representative's Email Address

Signature of Authorized Representative

TABLE OF CONTENTS

I. Understanding of Scope of Work

II. Firm Experience with Projects of Similar Size and Complexity

III. Staff Experience with Projects of Similar Size and Complexity

IV. Financial Stability

V. Firm's Management System, Software and Cost Control

Crain Zamora

SA CONSULTING ENGINEERS

UNDERSTANDING OF SCOPE OF WORK

Crain Zamora, L.L.C. along with our design partners, SCA Consulting Engineers, and The Clerkley Watkins Group, is committed to a partnership approach to the design/build process. Our team's talented design and construction professionals have been trained to work closely with our clients and to protect the County's interests as if they were our own. We work as a proactive and accountable team striving to provide timely, accurate and high-quality services during all phases of the project.

We have taken it upon ourselves to research and understand the subject scope of work in great detail. Our team has produced and included herein a preliminary design, a schematic design estimate, and a critical path schedule for the stand-alone, cast-in-place, four story parking garage accounting for 408 parking spaces.

Please find in this section isometric elevations of our design. Detailed floor plans and elevations have also been produced, however, due to the limited number of pages allowed in this response, we ask for the opportunity to share them with the Review Committee at a later date.

The garage as we've preliminarily designed fits precisely in the footprint of that considered in the Justice Center's developed site plan, but with better function as the ramp leading to the second level is relocated to the northwest for easier access in and out of the garage from the 40 acres' access road, formerly Hillcrest Circle. Our design is more efficient and superior to others as we've considered 9' parking spaces, 24' drives, and appropriate slope percentages for the ramps.

There is much flexibility in our design. Our design and estimate includes brick accents and aluminum mullion frames to pull from the Justice Center's design, but these accents can be removed easily if desired which would result in a savings to the County. Also, our design includes closed staircases, but the staircases could be open air if desired which would also result in a savings to the County. Considerations may be given to pitched roof elements over the staircases, matching the roof elements on the Justice Center if desired. In any case, we are prepared to be compatible with and coordinate with materials and construction elements which the Justice Center will be constructed.

The schematic design estimate and the critical path schedule included in this section demonstrate our attention to detail. The estimate is realistic, and at just over $10,000 per space reflects an economical approach to a Class "A" Parking Garage. As for our schedule, our team is prepared to fast track the project to completion in under six months to account for the immediate parking needs required by the jail, and of course the construction workers assigned to the Justice Center.

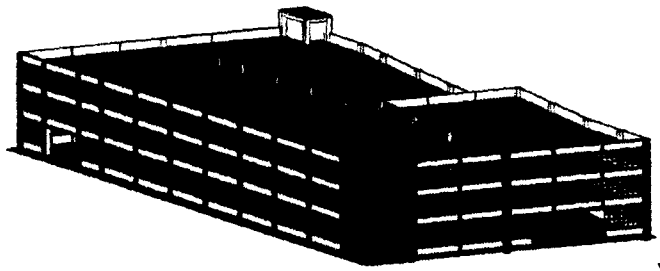
We are prepared to "hit the ground running" with our design immediately following the County's Notice to Proceed.

For our approach to the required collaboration, scheduling, and coordination essential for this project, please refer to Section V.

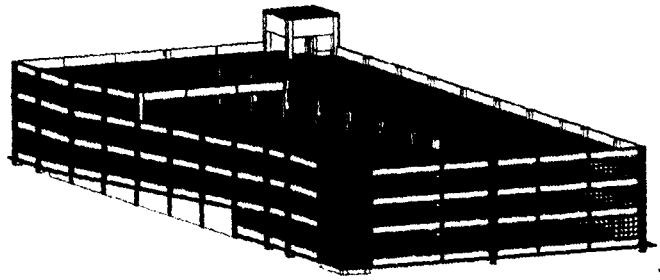
Crain Zamora

SCA CONSULTING ENGINEERS

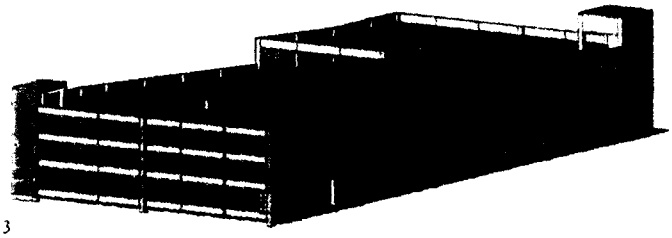
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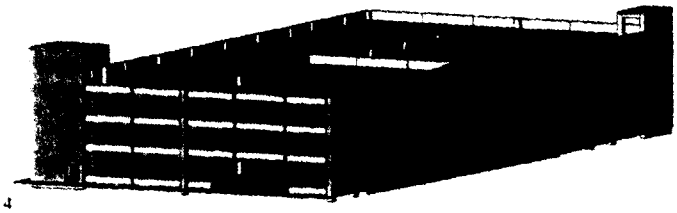
View 1



View 2



View 3



View 4

Crain Zamora

SA CONSULTING ENGINEERS

Crain Zamora

SCHEMATIC DESIGN ESTIMATE

2/12/2009

PROJECT:
Fort Bend County 4 Story Parking Garage
Richmond, Texas

PROJECT SIZE:
128936 approx sf
408 spaces
316 sf/space

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
Project Superintendent	5	mos	7,812.50	39,062.50	
Assistant Project Superintendent	5	mos	4,427.08	22,135.42	
Project Manager	5	mos	7,291.67	36,458.33	
Safety & First Aid	1	ls	3,500.00	3,500.00	
Temporary Protection	1	ls	20,000.00	20,000.00	
Temporary Water	5	mos	150.00	750.00	
Temporary Electricity	5	mos	225.00	1,125.00	
General Labor	5	mos	2,000.00	10,000.00	
Punchlist	1	ls	5,000.00	5,000.00	
Postage & Delivery	5	mos	200.00	1,000.00	
Small Tools	5	mos	350.00	1,750.00	
Temporary Toilet	5	mos	345.00	1,725.00	
Construction Trailer	5	mos	375.00	1,875.00	
Erosion Control (included in Earthwork)	incl	incl	incl	incl	
Fuel Expense	5	mos	800.00	4,000.00	
Job Signs	1	ls	600.00	600.00	
Job Photographs	5	mos	40.00	200.00	
Reprographics	1	ls	2,500.00	2,500.00	
Construction Dumpster	20	ea	400.00	8,000.00	
Final Cleanup	1	ls	8,000.00	8,000.00	
Building Permit Allowance	1	ls	8,000.00	8,000.00	
Material Testing	0	ls	0.00	0.00	
Meter Tap and fees	0	ls	0.00	0.00	
Earthwork	1	ls	125,000.00	125,000.00	
Haul Off Allowance	1	ls	24,000.00	24,000.00	
Field Engineering	1	ls	6,500.00	6,500.00	
Landscaping & Irrigation Allowance	0	ls	0.00	0.00	
Parking Lot Striping & Markings	408	ea	17.00	6,936.00	
Site Storm Sewer (included in Plumbing)	incl	incl	incl	incl	
Site Water & Sanitary (included in Plumbing)	incl	incl	incl	incl	
Site Fire Line (included in Fire Suppression)	incl	incl	incl	incl	
Site Concrete	0	ls	0.00	0.00	
Cast in Place	1	ls	2,160,000.00	2,160,000.00	
Exterior Brick	6000	sf	15.00	90,000.00	
Block	2500	sf	12.00	30,000.00	
Steel Fabrication - Stairs & Rails	1	ls	54,000.00	54,000.00	
Misc Steel (Embeds & Anchor Bolts)	1	ls	40,000.00	40,000.00	
Garage Cabling (included in Concrete)	incl	incl	incl	incl	
Steel Erection	1	ls	20,000.00	20,000.00	
Trench Grates	1	ls	11,000.00	11,000.00	
Decorative Mullions Allowance	14000	sf	6.00	84,000.00	

Rough Carpentry	1	ls	12,000.00	12,000.00
Waterproofing	1	ls	17,500.00	17,500.00
Doors, Frames, and Hardware	2	ea	600.00	1,200.00
Exterior Painting	1	ls	45,000.00	45,000.00
HC Ramp Staining	1	ls	500.00	500.00
Elevator Flooring	1	ls	500.00	500.00
Garage Accessories and Signage	1	ls	39,000.00	39,000.00
Building Plumbing	1	ls	112,000.00	112,000.00
Conveying Systems	1	ls	110,000.00	110,000.00
Fire Riser and Pump	1	ls	155,000.00	155,000.00
Electrical Service	1	ls	50,000.00	50,000.00
Electrical Systems	1	ls	222,000.00	222,000.00
Fire Alarm System	1	ls	45,000.00	45,000.00

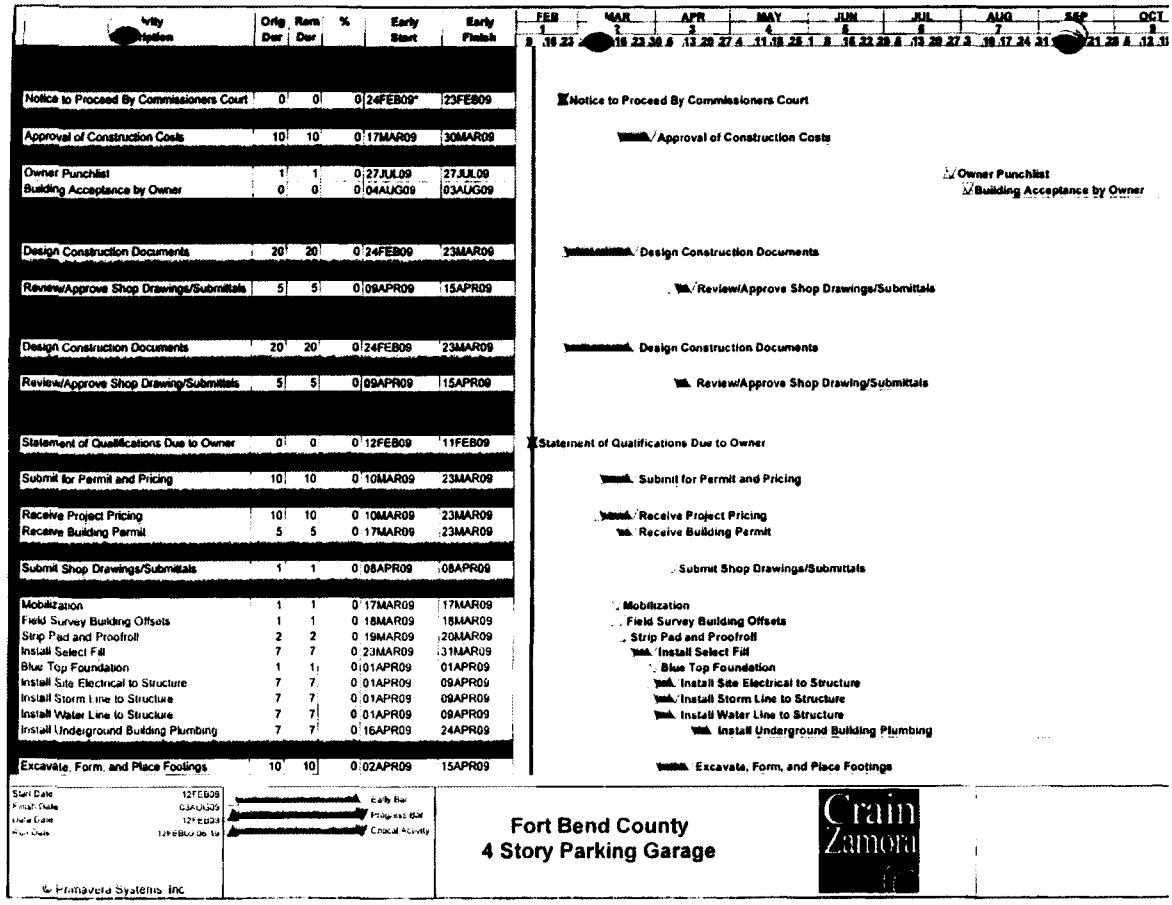
General Liability Insurance		**$50,915.44**
Builders Risk Insurance		**$3,836.82**
Performance and Payment Bonds		**$40,189.00**
Architectural and Engineering Fees		**$174,000.00**
General Contractor's Fee	5.00%	**$193,268.48**
Cost per SF		**$31.79**
Cost per Space		**$10,046**

QUALIFICATIONS:

1 Estimate is based on Schematic Drawing provided by Proposed Design Team.
2 Estimate does not account for meter and tap fees, impact fees, reservation fees, utility company fees, telephone lines, telephone systems, or material testing.
3 Estimate considers a 5 month construction period starting from issuance of building permit.
4 Landscaping and irrigation is considered to be by owner.
5 Estimate includes enlarged footings along one side of garage to accommodate future expansion.
6 Estimate does not yet consider site paving.

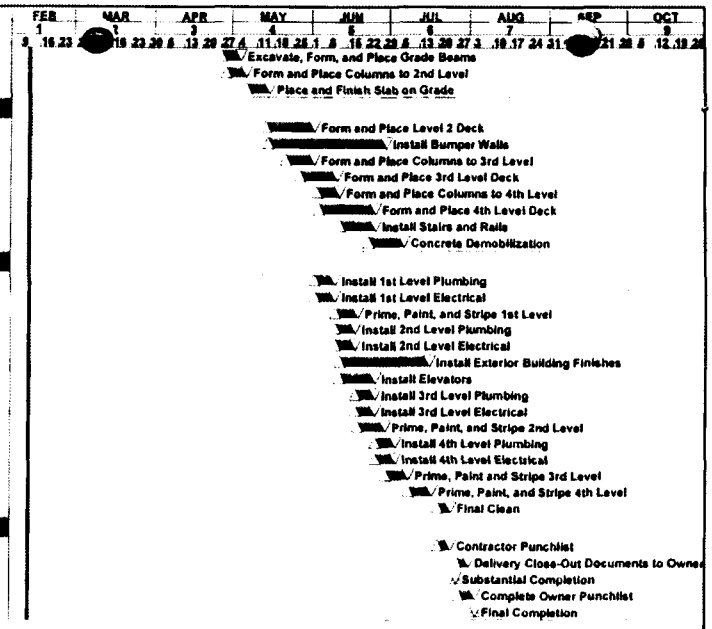
5

AS PER ORIGINAL



Activity Description	Orig Dur	Rem Dur	%	Early Start	Early Finish
Notice to Proceed By Commissioners Court	0	0	0	24FEB09*	23FEB09
Approval of Construction Costs	10	10	0	17MAR09	30MAR09
Owner Punchlist	1	1	0	27JUL09	27JUL09
Building Acceptance by Owner	0	0	0	04AUG09	03AUG09
Design Construction Documents	20	20	0	24FEB09	23MAR09
Review/Approve Shop Drawings/Submittals	5	5	0	09APR09	15APR09
Design Construction Documents	20	20	0	24FEB09	23MAR09
Review/Approve Shop Drawing/Submittals	5	5	0	09APR09	15APR09
Statement of Qualifications Due to Owner	0	0	0	12FEB09	11FEB09
Submit for Permit and Pricing	10	10	0	10MAR09	23MAR09
Receive Project Pricing	10	10	0	10MAR09	23MAR09
Receive Building Permit	5	5	0	17MAR09	23MAR09
Submit Shop Drawings/Submittals	1	1	0	08APR09	08APR09
Mobilization	1	1	0	17MAR09	17MAR09
Field Survey Building Offsets	1	1	0	18MAR09	18MAR09
Strip Pad and Proofroll	2	2	0	19MAR09	20MAR09
Install Select Fill	7	7	0	23MAR09	31MAR09
Blue Top Foundation	1	1	0	01APR09	01APR09
Install Site Electrical to Structure	7	7	0	01APR09	09APR09
Install Storm Line to Structure	7	7	0	01APR09	09APR09
Install Water Line to Structure	7	7	0	01APR09	09APR09
Install Underground Building Plumbing	7	7	0	16APR09	24APR09
Excavate, Form, and Place Footings	10	10	0	02APR09	15APR09

Activity Description	Orig Dur	Rem Dur	%	Early Start	Early Finish
ate, Form, and Place Grade Beams	6	6	0	27APR09	04MAY09
and Place Columns to 2nd Level	6	6	0	29APR09	06MAY09
and Finish Slab on Grade	7	7	0	07MAY09	15MAY09
and Place Level 2 Deck	13	13	0	14MAY09	01JUN09
Bumper Walls	32	32	0	15MAY09	29JUN09
and Place Columns to 3rd Level	7	7	0	22MAY09	01JUN09
and Place 3rd Level Deck	11	11	0	27MAY09	10JUN09
and Place Columns to 4th Level	7	7	0	03JUN09	11JUN09
and Place 4th Level Deck	16	16	0	04JUN09	25JUN09
Stairs and Rails	10	10	0	12JUN09	25JUN09
ete Demobilization	10	10	0	23JUN09	06JUL09
1st Level Plumbing	6	6	0	02JUN09	09JUN09
1st Level Electrical	6	6	0	02JUN09	09JUN09
Paint, and Stripe 1st Level	7	7	0	10JUN09	18JUN09
2nd Level Plumbing	6	6	0	10JUN09	17JUN09
2nd Level Electrical	6	6	0	10JUN09	17JUN09
Exterior Building Finishes	25	25	0	12JUN09	16JUL09
Elevators	10	10	0	12JUN09	25JUN09
3rd Level Plumbing	6	6	0	18JUN09	25JUN09
3rd Level Electrical	6	6	0	18JUN09	25JUN09
Paint and Stripe 2nd Level	7	7	0	19JUN09	29JUN09
4th Level Plumbing	6	6	0	26JUN09	03JUL09
4th Level Electrical	6	6	0	26JUN09	03JUL09
Paint and Stripe 3rd Level	7	7	0	30JUN09	08JUL09
Paint, and Stripe 4th Level	7	7	0	09JUL09	17JUL09
lean	5	5	0	20JUL09	24JUL09
ctor Punchlist	5	5	0	20JUL09	24JUL09
y Close-Out Documents to Owner	5	5	0	27JUL09	31JUL09
ntial Completion	0	0	0	27JUL09	24JUL09
ete Owner Punchlist	5	5	0	28JUL09	03AUG09
ompletion	0	0	0	04AUG09	03AUG09



Early Bar
Progress Bar
Critical Activity

Fort Bend County
4 Story Parking Garage

Crain Zamora

7

AS PER ORIGINAL

FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

CRAIN ZAMORA, L.L.C.

CRAIN ZAMORA, L.L.C. is a full-service general contracting and construction management firm experienced in the construction of office buildings, medical office buildings, medical clinics, retail centers, banks, warehouses, showrooms, parking structures, manufacturing facilities, and office, medical, dental and retail interiors.

The Principles of CRAIN ZAMORA, L.L.C. have been involved in the construction of over 4,000,000 square feet of commercial buildings throughout the greater Houston metropolitan area. CRAIN ZAMORA, L.L.C is a group of construction industry professionals committed to a common goal of delivering to our clients the quality they deserve and expect, within budget, and on schedule.

Our services include general contracting, construction management, design consultation, pre-construction consulting, and value engineering. We can provide our services individually for those clients who require a limited scope of service or as a complete package for those needing or desiring cohesive management of their construction project.

We measure our success by the level of our customer's satisfaction. We are committed to providing a level of service that is uncommon in our industry, and to earn your satisfaction.

NOTABLE PROJECTS

Highland Village Parking Garage
Houston, Texas
26,000sf Parking Structure Addition

Healix
Sugar Land, Texas
64,000sf Multi-Level Structure with 4 Level Parking Garage

Sugar Creek Place
Sugar Land, Texas
154,500sf Multi-Level Structure with 4 Level Parking Garage

Westchase Place
Houston, Texas
3 Level Parking Garage Structure

Dun Huang Phase III & IV
Houston, Texas
57,000sf Retail Center with 4 Level Parking Garage

Sugar Land Fire Station #5
Sugar Land, Texas
12,000sf Fire Station

Fort Bend County Fire Marshal & EMS
Richmond, Texas
22,000sf Administration Facility

Fort Bend County Police Academy
Richmond, Texas
34,000sf Law Enforcement Facility

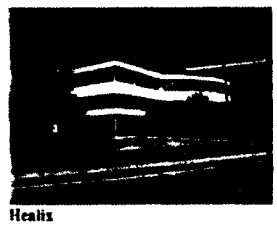
Fort Bend County Precinct I Facility
Richmond, Texas
28,500sf Administration Facility

Fort Bend County Precinct III Facility
Katy, Texas
26,000sf Administration Facility

Fort Bend County Tax Assessor Collector
Richmond, Texas
28,500sf Administration Facility



Highland Village



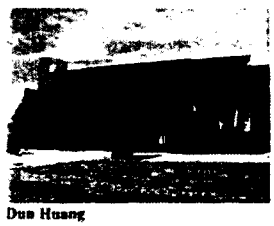
Healix



Sugar Creek Place



Westchase Place



Dun Huang

Crain Zamora

SCA CONSULTING ENGINEERS

FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

SCA

Technical excellence is an industry expectation within the field of engineering. We at SCA have dedicated ourselves to not only provide this quality of service, but to offer only the highest level of support to our clients. It is this method of thinking which separates a superior consulting firm from a good one. SCA is a group of experienced professionals offering structural consulting engineering that meets client expectations.

SCA was founded in 1983 and has become a leader in structural design and engineering services for both national and international markets. Expanding primarily through client referrals, SCA has completed thousands of projects for commercial, industrial, financial and health care clients in United States, Mexico, Canada, Europe, Central America, South America, Africa, and Pacific Rim. This exposure in working with national and international markets, negotiating with unique building codes and building officials, allows SCA the opportunity to bring a broad range of new ideas for your consideration.

NOTABLE PROJECTS

Cypress Metro Park & Ride
Harris County, Texas
Four-level pre-cast concrete garage with approximately 452,900 SF (1490 spaces) and was designed for the future addition of two levels. Garage also includes a 26,020 SF space frame roof structure for covered passenger pick-up platform for Metro Park and Ride.

Stephen F. Austin Student Housing Ph. 1 & Ph. 2 Garage
Nacogdoches, Texas
Pre-cast Concrete (Ph. 1-600 spaces & Ph. 2-670 spaces)

1200 Post Oak Garage
Houston, Texas
6 Level Pre-cast Concrete Structure (621 spaces)

North Braeswood Apartments Parking Garage
Houston, Texas
4 ½ Level Cast-in-Place Concrete (368 spaces)

Ball Park Lofts Parking Garage
Houston, Texas
7 Level Structural Steel (640 spaces)

ZOM Parking Garage
River Oaks, Houston, TX
6 Level Cast-in-Place Concrete (652 spaces)

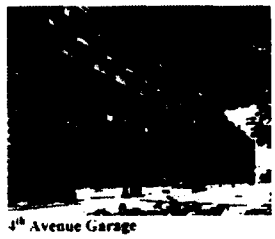
Sage Villas Parking Garage
Houston, Texas
Steel-frame Structure (488 spaces)

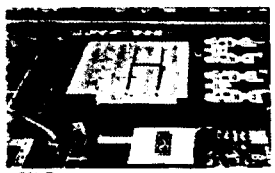
Woodway Square Parking Garage
Houston, Texas
Structural Steel (2) (650 spaces)

Pin Oak Park Parking Garage
Houston, Texas
Structural Steel (384 spaces)

Warner Center Parking Garage
Woodland Hills, California
5 level Cast-in-Place Concrete (659 spaces)

Collwood Parking Garage
San Diego, California
7 level Cast-in-Place Concrete (567 spaces)


4th Avenue Garage


ASU Garage


Ball Park Lofts



Hobby Garage


Corp One Garage

FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

CLERKLEY WATKINS

The Clerkley Watkins Group, an Architecture, Planning and Interior Design firm, was originally established in 1986 as The Clerkley Group, Inc. by Curtis W. Clerkley, Jr. In 2001, Ed Watkins became a principal, resulting in the formation of The Clerkley Watkins Group. The firm's expertise blends over 100 years of combined creative, technical, and architectural talent in a variety of disciplines.

With a 20 year history of success in the architecture business, the firm's foundation is solid. The Clerkley Watkins Group has architectural expertise in a multitude of project types which include multifamily living, condominiums, townhomes, mixed-use development, student living environments, active adult communities, retirement/assisted living facilities, fitness facilities and miscellaneous other project ventures. The Clerkley Watkins Group diligently channels its creative efforts towards designing distinctive living environments that reflect a functional yet warm inviting style geared towards lifestyle preferences and needs of today's residents.

NOTABLE PROJECTS

Stephen F. Austin State University Phase I and II
Nacogdoches, Texas
3 and 4 Story Student Housing Facility


Stephen F. Austin

The Cambridge at Tyler
Tyler, Texas
3 Story Student Housing Facility

Sauk Valley Community College
Commerce, Texas
Multi-Level Student Housing Facility


Cambridge

Tarleton State University Phase I and II
Stephenville, Texas
Multi-Level Student Housing Facility

Texas A&M University - Corpus Christi
Miramar Apartments Phase VI
Multi-Level Student Housing Apartments


Miramar

The Lofts at Briarforest
Houston, Texas
4 Story Apartment Complex with 4 Level Parking Garage


Briarforest Lofts

The Ravello Townhomes
Sugarland, Texas
4 Story Townhome Complex

Vida Con Conte
Mission, Texas
Multi-Level Apartment Complex


Ravello

The Heritage at Hooper Hill
Conroe, Texas
Multi-Level Apartment Complex

Maplewood Crossing
Active Adult Community
Houston, Texas
Multi-Unit Assisted Living Center


Enclave

Constellation Ranch
Forth Worth, Texas
Multi-Level Apartment Complex

Crain Zamora

CONSULTING ENGINEERS

FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

KELLY R. KALUZA

KELLY R. KALUZA & ASSOCIATES, INC. is a civil engineering, consulting, and land surveying company located in Rosenberg, Texas. The firm was founded in 1981 and maintains a staff of 14 persons. The firm provides planning, engineering, and surveying services for a broad spectrum of municipal, county, and development projects.

KRK has over 26 years of experience in providing complete engineering, planning, surveying, design, and construction phase services for public and private clients. In particular, KRK has provided design and construction phase services for numerous municipal projects. Our experience includes preparing city maps, zoning maps, reviewing subdivision plats for Planning Commissions, preparing major thoroughfare plans, preparing design standards and subdivision ordinances, and providing technical assistance to City Staffs and City Councils.

KRK has three Registered Professional Land Surveyors and two Licensed Professional Engineers on staff and employs full-time field crews; therefore all surveying requirements can be fulfilled with in-house staff. KRK utilizes modern surveying, engineering, and drafting equipment. The company currently utilizes a networked computer system with AutoCAD Civil 3D for design projects.

CURRENTLY SERVING AS

City of Richmond – City Engineer

Brazoria County Drainage District No. 8 – District Engineer

City of Hitchcock – City Engineer

City of Needville – City Engineer

City of Liverpool – City Engineer

City of Holiday Lakes – City Engineer

City of East Bernard – City Engineer

Village of Fairchild – City Engineer

ABBREVIATED CLIENT LIST

Fort Bend County

Brazoria County

Wharton County

Colorado County

Waller County

Galveston County

City of Rosenberg

City of Sugar Land

City of Richmond

City of Missouri City

City of Beasley

City of Arcola

City of Stafford

City of Needville

Town of Thompsons

Village of Fairchild

Crain Zamora

SCA CONSULTING ENGINEERS

11

STAFF EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

Phillip "Brad" Crain
President

Mr. Crain is charged with managing the administration, operations, and business development of Crain Zamora, L.L.C.

Mr. Crain began his professional construction career with Brown and Root, Inc. while working within their Project Management Services Division and focusing on institutional, industrial and heavy civil projects.

Mr. Crain joined Terramark Construction in 1995 as a project manager. In 2001, Mr. Crain acquired a partnership interest in the firm and was later named President in 2002. Mr. Crain resigned from Terramark in 2004 to structure the newly formed Crain Zamora, L.L.C.

Mr. Crain has been involved in the development and/or construction of over 4,000,000 square feet of medical facilities, professional buildings, retail centers, industrial buildings, parking structures, and renovation work since 1991. Mr. Crain has proven professional expertise in all levels of project management from conceptual estimating, detailed scheduling, contract administration, value engineering, design/build coordination, and general operations throughout a broad array of project types. His project experience includes tilt-wall structures, pre-cast structures, cast-in-place structures, composite structures, conventional wood structures, pre-engineered metal buildings, multi-story buildings, multi-story parking structures, prisons, banks, apartments, restaurants, medical/professional centers, retail centers, renovations, and all types of interior construction.

Mr. Crain graduated from Texas A&M University with a Bachelor of Science degree in Building Construction and is committed to achieving 100% customer satisfaction.

Notable projects include:

- **Fort Bend County Police Academy,** 48,000 sq. ft. Law Enforcement Academy
- **Fort Bend County Precinct I Facility,** 28,500 sq. ft. Administration Facility
- **Fort Bend County Precinct III Facility,**26,000 sq. ft. Administration Facility
- **Fort Bend County Tax Assessor Collector,** 28,500 sq. ft. Administration Facility
- **Sago Enterprises,** 196,000 sq. ft. Office/Warehouse Facility
- **Kingwood Surgical Hospital and MOB,** 90,000 sq. ft. Surgical Hospital and MOB
- **Sugar Creek Place One,** 154,500 sq. ft. Professional Office Building with 133,000 sf 4-level parking garage
- **Westchase Place,** 152,000 sq. ft. Professional Office Building with 129,000 sf 3-level parking garage

Crain Zamora

SA CONSULTING ENGINEERS

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Brad L. Crane, P.E.
CEO

As CEO of SCA Consulting Engineers, Mr. Crane provides overall management of engineering operations, executive review, guidance and expertise in difficult and problem-solving conditions and situations.

Mr. Crane received his Bachelor of Science in Civil Engineering from Bringham Young University in Provo, Utah and maintains registrations on the following states:

> Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin and Wyoming

Notable projects include:

- **Cypress Metro Park & Ride**, 452,900 sf 4-level cast in place parking garage
- **Warner Center**, 659 space, 5-level cast in place concrete parking garage
- **Collwood**, 567 space, 7-level cast in place concrete parking garage.
- **Southend**, 468 space, 6-level precast concrete parking garage.
- **Stephen F. Austin Student Housing Ph. 1 & Ph. 2 Garage**, Precast Concrete (Ph. 1-600 spaces & Ph. 2-670 spaces)
- **Archstone Columbia Town Center Garage**, 812 space, 5 level precast concrete parking garage.
- **Buckhead Apartments Garage**, 5 level Cast-in-Place Concrete Structure (475 spaces)
- **Cherry Creek Condominiums Garage**, 5 1/2 level Cast-in-place Concrete Structure (586 spaces)
- **Denver Tech Center Phase I Garage**, 5 level Cast-in-place Concrete Structure (720 spaces)
- **1200 Post Oak Garage**, 6 level Precast Concrete Structure (621 spaces)
- **North Braeswood Apartments Parking Garage**, 4 ½ level Cast-in-Place Concrete (368 spaces)
- **Ball Park Lofts Parking Garage**, Seven (7) level Structural Steel (640 spaces)
- **Harbor Square at Lake Cay**, Garage A –3 levels, Structural Steel (387 spaces), Garage B –5 levels, Structural Steel (415 spaces)
- **Travis Street**, 5 levels Precast Concrete (432 spaces)

Crain Zamora

SCA CONSULTING ENGINEERS

Edward H. Watkins, AIA
Principle/Director of Architecture

Edward H.Watkins has over 44 years of experience in architecture as principal, project architect, project manager, office manager, and construction coordinator. Prior to the creation of *The Clerkley Watkins Group*,Mr.Watkins was Director of Architecture with The Clerkley Group for 10 years. As a result of his successful accomplishments as Director,Mr.Watkins was named a partner in creating the firm, The ClerkleyWatkins Group. As Partner and Director of Architecture for *The Clerkley Watkins Group*, Mr.Watkins oversees all architectural production of the firm, from project development through construction administration. He simultaneously manages projects throughout the country, maintaining efficiency and quality service.

His experience includes high-rise office complexes, parking structures, health facilities, restaurants, and religious facilities. Housing projects include high-rise condominiums, townhouses, and multifamily apartment projects.Mr.Watkins' primary areas of concentration for the past 9 years have been on multifamily housing, active adult communities and student living environments

Mr. Watkins maintains registrations in the following states:

Texas, Nevada, Oklahoma, Utah, Missouri, Illinois, Arizona, Louisiana, New Mexico, Florida, Tennessee, Nebraska, Georgia, South Carolina, Kansas, and Michigan.

Notable projects include:

- **Brickwater Condominiums,** 4 story building with 5 story parking garage.
- **The Lofts at Briar Forest,** 4 story structure with parking garage.
- **The Envlave at River Front,** 4 story structure overlooking Arkansas River.

Crain Zamora

SCA CONSULTING ENGINEERS

Richard W. Stolleis, P.E.
Project Engineer

Mr. Richard Stolleis is charges with project engineering for Kelly R. Kaluza & Associates, Inc. and has worked in the field of municipal and consulting engineering since 1969. His experience includes design and management engineering projects, preparation of technical reports, municipal infrastructure design standards, environmental assessment documents, landfill applications and technical specifications. He has research and development, park planning, major infrastructure planning and rehabilitation, school development, and substantial site development experience.

Richard has municipal experience in the development of regulations for the City of Sugar Land and Katy, Texas. He has responsible experience in master planning for municipal infrastructure, including the updating of the City of Sugar Land Water and Wastewater Thoroughfare Plans, and development od Sugar Land's first Drainage, Facilities and Parks Master Plans. He has also assisted the City in the completion of annual updates to the City's Capital Improvements Program.

Richard has worked with a variety of state and local government agencies in the accomplishment of engineering projects.

Richard received his Bachelor of Science degree in Civil Engineering from the University of Texas and is registered as a Professional Engineer in the State of Texas.

Notable projects include:

- **Fort Bend County's 40 acre master plan on Ransom Road**
- **Fort Bend County Precinct I Facility,** 28,500 sq. ft. Administration Facility
- **Fort Bend County Tax Assessor Collector,** 28,500 sq. ft. Administration Facility
- **Fort Bend County Police Academy,** 48,000 sq. ft. Law Enforcement Academy

Crain Zamora

CONSULTING ENGINEERS

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FINANCIAL STABILITY

Crain Zamora maintains the financial resources to successfully complete the subject project for Fort Bend County. In addition, our currently available bonding capacity of $20,000,000 aggregate and $10,000,000 single limit exceeds the requirements for this project. Crain Zamora's insurance certificates as required are included in this section.

Please find below complete and accurate responses to the questions posed:

1. *Has your Company ever failed to complete any of the work awarded to it?*

    - Crain Zamora has never failed to complete a project awarded to it.

2. *Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?*

    - There are no judgments, claims, arbitration proceedings or suits pending or outstanding against Crain Zamora, L.L.C. or its officers.

3. *Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.*

    - Crain Zamora has requested arbitration on one occasion only in the last five years for nonpayment. The owner of the private sector project utilized trust funds inappropriately and was found legally responsible for the principle amount due, interest, arbitration fees, and Crain Zamora's legal fees. The matter is closed.

Submit a copy of your firm's financial statement. This information will be considered confidential and will be returned to each firm upon completion of the evaluation process.

- A copy of Crain Zamora's financial statement is enclosed in a separate envelope.



Crain Zamora

SA CONSULTING ENGINEERS

ACORD CERTIFICATE OF LIABILITY INSURANCE

02/11/2009

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.	
(281)890-9294 FAX (281)890-2229 Southern American Insurance Agency, Inc. 8203 Willow Place South, Suite 500 Houston, TX 77070		INSURERS AFFORDING COVERAGE	NAIC #
INS. Crain Zamora, LLC 2635 Miller Ranch Road Pearland, TX 77584		INSURER A: American Casualty Co of Reading PA	20427
		INSURER B: Continental Insurance Co	35289
		INSURER C: Continental Casualty Co	20443
		INSURER D: Underwriters at Lloyd's London	
		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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual X Mobile Equipment GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	2088860450	03/07/2008	03/07/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Coll Ded $1,000 X Comp Ded $1,000	2088860402	03/07/2008	03/07/2009	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	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2088860352	03/07/2008	03/07/2009	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D		OTHER Professional Liability	B0895FG700125H002	04/04/2008	04/04/2009	Each Claim: $1,000,000 Aggregate: $1,000,000	

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

Re: Design/Build Four Story Parking Garage - Q09-042
Fort Bend County is Additional Insured on general liability, auto liability & umbrella with Waiver of Subrogation (GL/AL/Umb) in favor of Fort Bend County when required by written contract.
30 Days Notice of Cancellation except 10 Days for non-payment of premium.
Certificates are Subject to Policy Terms, Conditions & Exclusions

CERTIFICATE HOLDER	CANCELLATION
Fort Bend County Gilbert D. Jalomo Jr. County Purchasing Agent Rosenberg Annex 4520 Reading Road Suite A Rosenberg, TX 77471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Southern American Ins. Agcy. C.A. McClure

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/11/2009

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P. O. BOX 1388
[redacted]TON, TEXAS 77251-1388

075684-44-257 cjr - iwright

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.

INSURERS AFFORDING COVERAGE

INSURED
HR&P SOLUTIONS, INC.
ATTN: MIKE HOLLEY
14550 TORREY CHASE, SUITE 100
HOUSTON, TX 77014

INSURER A: Texas Mutual Insurance Company
INSURER B:
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	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE ___ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	POLICY ___ PRO-JECT ___ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	[redacted]				PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR ___ CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001100653	10/01/2008	10/01/2009	✓ WC STATU-TORY LIMITS ___ OTH-ER	$
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
HR&P CLIENT: CRAIN ZAMORA, LLC
WAIVER OF SUBROGATION IS APPLICABLE WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER — ADDITIONAL INSURED; INSURER LETTER:

[redacted]
FORT BEND COUNTY
ATTN: GILBERT D. JALOMO JR.
COUNTY PURCHASING AGENT - ROSENBERG ANNEX
4520 READING ROAD, SUITE A
ROSENBERG, TX 77471

CANCELLATION (SEE BELOW & PAGE 2)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son, L.P.

ACORD 25-S (7/97) Page 1 of 2 — ACORD CORPORATION 1988

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FIRM'S MANAGEMENT SYSTEM, SOFTWARE AND COST CONTROL

Crain Zamora's construction management and design/build services will be provided and supported as detailed below.

The project will consist of six phases, generally described below. The scope of services to be provided is presented on the basis of providing a comprehensive plan for the design, development, and construction of the parking garage and associated site improvements as necessary.

1. **Site Evaluation, Due Diligence & Preliminary Design Phase:**
   - Obtain survey of property, topographic review, detention requirements, other information, and local code requirements.
   - Review site plan in sufficient detail to assist with decisions related to Justice Center Project.
   - Coordinate the design development team members' scope of work.
   - Inform County of all third party design participants fee arrangements and obtain client approval of same.
   - Assist the Architect in meetings with the City and County officials to determine restrictions and applicable codes.
   - Obtain utility commitments and fee schedules from all utility providers.
   - Prepare development and construction timeline using ***Primavera Scheduling Software.***
   - Evaluate information obtained to update estimate provided herein to ensure budgets are not exceeded and present same to County.

2. **Design Development Phase:**
   - Coordinate with Architect and Engineers on preliminary design drawings and specifications as they relate to the established budgets.
   - Implement design criteria and architectural decisions from County review of preliminary plans.
   - Identify and obtain preliminary third party sub-contractor bids for construction.
   - Prepare summary of preliminary bids.
   - Prepare summary of value engineering alternatives for consideration.
   - Update construction timeline.
   - Update budget for County review and approval.

3. **Construction Drawing Phase:**
   - Assist design team in preparing the construction drawings including selected value-engineering decisions for permitting process submittal.
   - Coordinate preparation of specifications and other documents to fix and describe the project.
   - Review final construction plans with County for review and approval.
   - Review and incorporate required permitting modifications.
   - Complete and finalize project construction budget using ***Timberline Software System.***
   - Update and complete construction timeline.
   - Obtain requisite permits.







FIRM'S MANAGEMENT SYSTEM, SOFTWARE AND COST CONTROL

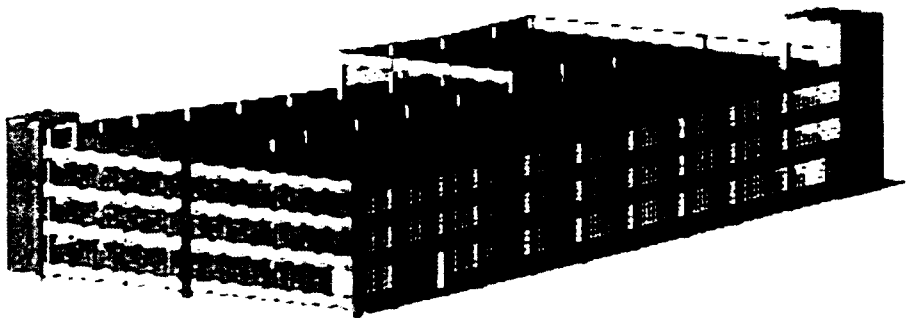
4. **Bidding and Permitting Phase:**
   - Obtain final bids for construction.
   - Prepare summary of bids for County review and approval.
   - Complete construction contracts with trades.

5. **Construction Phase:**
   - Ensure construction of project as prescribed by plans and specifications.
   - Ensure timely material procurement.
   - Track all contracts, purchase orders, and expenses through ***Timberline Software System.***
   - Coordinate inspections.
   - Contract administration.
   - Conduct weekly construction meetings with County, trades, as required. the design team.
   - Ensure adherence to quality control procedures.
   - Review and monitor testing data and procedures.
   - Coordinate and review interim surveys.
   - Prepare monthly progress reports.
   - Establish punch list.
   - Ensure completion of punch list.

6. **Post-Construction Phase:**
   - Obtain all warranties.
   - Review and process all final payments to subcontractors
   - Obtain all released of lien required for final payment.
   - Ensure work is satisfactorily completed.
   - Close out all contracts.
   - Procure and provide County with as-built plans/specs/survey.
   - Conduct 11 month survey with County to identify and correct any warranty issues prior to one year expiration date.

Crain Zamora

CONSULTING ENGINEERS



THE CLERKLEY WATKINS GROUP
5599 SAN FELIPE, SUITE # 910
HOUSTON, TEXAS 77056
713.532.2800 (O)
713.532.5130 (F)

CRAIN ZAMORA LLC
2635 MILLER RANCH ROAD
PEARLAND, TEXAS 77584
713.436.8727 (O)
713.436.8730 (F)

SCA CONSULTING ENGINEERS
12511 EMILY COURT
SUGAR LAND, TEXAS 77478
713.779.7252 (O)
713.779.1173 (F)

Fort Bend County Tabulation
Bid 09-039
Furnishings for Sienna Branch Library

Recommendation: Section 1: Cultural Surroundings, Section 2: Library Designs, Section 3: Buckstaff, Sections 4, 5 & 6: A Bargas
Funding: 100687888 P687-02SIENNALB

Section 1: Steel Shelving						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: S-1 Quantity: 223 Double faced 90 x 24	$ 372.54	$ 310.20	$ 261.47	$ 308.54	$ 321.76	$ 448.87
Item: S-2 Quantity: 48 Double faced 90 x 20	$ 312.08	$ 273.87	$ 237.47	$ 272.55	$ 274.95	$ 399.57
Item: S-3 Quantity: 54 Double faced 66 x 20	$ 225.65	$ 194.52	$ 189.23	$ 193.95	$ 229.78	$ 318.42
Item: S-4 Quantity: 18 Double faced 42 x 24	$ 244.52	$ 215.47	$ 203.33	$ 214.69	$ 178.82	$ 537.19
Item: S-5 Quantity: 51 Single faced 90 x 12	$ 199.01	$ 167.88	$ 165.91	$ 167.55	$ 203.01	$ 257.52
Item: S-6 Quantity: 18 Single faced 42 x 12	$ 157.39	$ 130.82	$ 132.03	$ 130.83	$ 153.06	$ 219.17
Item: S-7 Quantity: 5 Single faced 90 x 16	$ 238.46	$ 205.28	$ 194.71	$ 204.60	$ 254.45	$ 766.58

AS PER ORIGINAL

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Section 1: Steel Shelving (cont'd)						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: S-8 Quantity: 1 Single faced 90 x 12	$ 502.93	$ 493.53	$ 248.82	$ 490.17	$ 328.57	$ 548.94
Item: S-9 Quantity: 12 Double faced 66 x 24	$ 407.76	$ 261.80	$ 344.62	$ 363.79	$ 549.60	$ 797.24
Item: S-10 Quantity: 6 Single faced 66 x 24	$ 591.78	$ 582.72	$ 521.83	$ 578.53	$ 577.48	$ 503.97
Item: S-11 Quantity: 53 Single faced 42 x 10	$ 132.10	$ 105.71	$ 111.50	$ 105.96	$ 123.38	$ 160.25
Item: S-12 Quantity: 6 Double faced 78 x 24	$ 336.81	$ 295.92	$ 231.11	$ 294.39	$ 323.84	$ 500.94
Item: S-13 Quantity: 12 Double faced 78 x 20	$ 250.74	$ 218.41	$ 209.57	$ 217.61	$ 229.75	$ 353.54
Item: S-14 Quantity: 6 Single faced 66 x 12	$ 239.30	$ 208.70	$ 221.33	$ 207.99	$ 285.86	$ 440.07
Item: S-15 Quantity: 48 Single faced 48 x 12	$ 138.95	$ 110.12	$ 114.18	$ 110.32	$ 129.91	$ 171.99
Item: S-16 Quantity: 30 Double faced 66 x 20	$ 448.45	$ 430.07	$ 283.63	$ 427.30	$ 393.86	$ 546.44

AS PER ORIGINAL

Section 1: Steel Shelving (cont'd)						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: S-17 Quantity: 7 Single faced 66 x 10	$ 263.92	$ 242.74	$ 167.03	$ 241.71	$ 228.64	$ 325.29
Item: S-18 Quantity: 12 Flat shelves 10" deep	$ 12.60	$ 15.24	$ 10.75	$ 16.31	$ 11.54	$ 15.19
Item: S-19 Quantity: 12 Flat shelves 12" deep	$ 14.26	$ 16.84	$ 12.36	$ 17.91	$ 13.78	$ 17.08
Item: S-20 Quantity: 12 Periodical shelves	$ 35.75	$ 37.61	$ 25.75	$ 38.49	$ 43.26	$ 73.32
Item: S-21 Quantity: 8 Hanging bag rack	$ 51.12	$ 57.52	$ 17.05	$ 58.22	$ 16.67	$ 49.35
Item: S-22 Quantity: 5500 Books supports	$ 2.97	$ 6.99	$ 2.75	$ 8.15	$ 2.21	$ 5.58
Item: S-23 Quantity: 100 Backstops	$ 3.05	$ 6.99	$ 3.43	$ 8.15	$ 3.11	$ 7.11
Grand Total Section 1:	$ 191,004.86	$ 187,356.14	$ 145,939.92	$ 190,500.45	$ 171,375.03	$ 258,563.01

AS PER ORIGINAL

Section 2: Adult and Children's Wood Reading Tables, Carrels, Small Reference, and Atlas Stand						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: T-1 Quantity: 19 Adult reading tables 36 x 72 x 59	$ 2,286.98	$ 1,429.58	$ 1,539.25	$ 1,236.80	$ 1,306.51	No Bid
Item: T-2 Quantity: 1 Adult reading tables 36 x 72 x 59 no apron	$ 2,223.26	$ 1,514.18	$ 1,539.25	$ 1,236.80	$ 1,179.62	No Bid
Item: T-3 Quantity: 5 Youth reading tables 48" round	$ 907.85	$ 1,009.93	$ 1,098.66	$ 567.70	$ 690.50	No Bid
Item: T-4 Quantity: 2 Childrens reading tables 36" round	$ 609.01	$ 771.56	$ 1,012.79	$ 503.50	$ 488.46	No Bid
Item: T-5 Quantity: 1 Childrens puzzle table 36" round	$ 510.17	$ 771.56	$ 1,022.79	$ 503.50	$ 466.28	No Bid
Item: T-6 Quantity: 4 Copier tables	$ 516.57	$ 350.96	$ 371.68	$ 440.60	$ 708.96	No Bid

AS PER ORIGINAL

Item: T-7 Quantity: 3 Double faced carrels worksurface 29" high	$ 3,796.32	$ 1,865.08	$ 2,716.54	$ 2,563.20	$ 1,707.63	No Bid

Section 2: Adult and Children's Wood Reading Tables, Carrels, Small Reference, and Atlas Stand (cont'd)						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: T-8 Quantity: 1 Double faced carrel worksurface 29"/32" high	$ 3,796.32	$ 1,901.08	$ 2,716.54	$ 2,563.20	$ 1,727.35	No Bid
Item: T-9 Quantity: 1 Atlas stand	$ 1,276.16	$ 1,481.19	$ 1,708.60	$ 1,555.60	$ 1,198.24	No Bid
Item: T-10 Quantity: 1 Single faced carrel	$ 4,390.52	$ 2,287.75	$ 4,498.62	$ 4,105.30	$ 2,863.76	No Bid
Grand Total Section 2:	$ 74,861.58	$ 49,652.14	$ 57,886.44	$ 46,761.40	$ 44,647.09	No Bid

Section 3: Circulation Desk, Adult Reference Desk, Children's Reference Desk, College Desk, Wood Shelving Matching the Desks, and Computer Workstations						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: C-1 Quantity: 2 Children's computer tables 62 x 144	$ 5,843.02	$ 4,273.98	$ 6,781.21	$ 2,719.20	$ 3,801.21	No Bid

AS PER ORIGINAL

Item: C-2 Quantity: 6 Adult computer tables 62 x 144	$ 5,913.95	$ 4,342.63	$ 6,781.21	$ 2,719.20	$ 3,814.55	No Bid

Section 3: Circulation Desk, Adult Reference Desk, Children's Reference Desk, College Desk, Wood Shelving Matching the Desks, and Computer Workstations (cont'd)						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: C-3 Quantity: 1 Children's computer table 62 x 96	$ 4,596.51	$ 3,186.67	$ 3,597.44	$ 2,237.70	$ 2,767.53	No Bid
Item: C-4 Quantity: 1 Adult computer table 36 x 12	$ 4,769.77	$ 3,317.35	$ 6,720.92	$ 1,248.00	$ 2,656.91	No Bid
Item: C-5 Quantity: 1 Teen computer table 62 x 16	$ 6,479.07	$ 5,441.16	$ 7,153.19	$ 3,512.00	$ 5,025.16	No Bid
Item: C-6 Quantity: 8 Stack end computer stations	$ 739.53	$ 1,009.72	$ 1,021.20	$ 1,108.00	$ 713.78	No Bid
Item: C-7 Quantity: 1 Teen printer table	$ 2,255.23	$ 871.24	$ 1,338.76	$ 1,065.20	$ 830.95	No Bid

AS PER ORIGINAL

Item: C-8 Quantity: 1 Youth printer table	$ 3,203.49	$ 1,402.24	$ 2,254.38	$ 1,288.10	$ 1,558.33	No Bid
Item: C-9 Quantity: 2 Adult printer tables	$ 3,520.64	$ 1,643.35	$ 2,424.48	$ 1,470.90	$ 1,632.25	No Bid
Item: C-10 Quantity: 1 Children's reference desk	$ 15,072.33	$ 7,124.06	$ 15,245.86	$ 10,770.70	$ 13,722.98	No Bid
Section 3: Circulation Desk, Adult Reference Desk, Children's Reference Desk, College Desk, Wood Shelving Matching the Desks, and Computer Workstations (cont'd)						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: C-11 Quantity: 1 Adult reference desk	$ 24,647.91	$ 12,723.50	$ 23,186.20	$ 17,391.20	$ 18,791.89	No Bid
Item: C-12 Quantity: 2 Office desks	$ 2,964.83	$ 3,181.57	$ 1,828.00	$ 2,322.40	$ 2,308.38	No Bid
Item: C-13 Quantity: 1 College service desk	$ 10,470.58	$ 3,965.78	$ 8,398.58	$ 8,115.40	$ 7,602.10	No Bid
Item: C-14 Quantity: 1 Self check table 16 x 36	$ 5,868.02	$ 4,303.28	$ 3,610.54	$ 3,392.40	$ 3,397.61	No Bid
Item: C-15 Quantity: 1 Self check table 12 x 36	$ 5,298.26	$ 3,318.43	$ 3,505.00	$ 2,679.10	$ 2,923.50	No Bid
Item: C-16 Quantity: 1 Children's self check table	$ 1,326.16	$ 1,179.17	$ 2,337.22	$ 1,600.20	$ 761.02	No Bid

AS PER ORIGINAL

Item: C-17 Quantity: 1 Circulation desk	$ 36,460.13	$ 17,958.62	$ 20,366.22	$ 22,397.30	$ 25,772.06	No Bid
Item: C-18 Quantity: 2 Custom closed cabinets	$ 2,487.79	$ 1,800.02	$ 4,101.60	$ 3,610.40	$ 3,769.39	No Bid
Grand Total Section 3:	$ 191,479.96	$ 120,722.88	$ 176,841.80	$ 121,122.30	$ 137,430.04	No Bid

Section 4: Custom Wood Tops and End Panels for Steel Shelving						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: EP-1 Quantity: 1 lot Double faced	$ 29,682.21	$ 29,899.30	$ 61,909.20	$ 37,049.60	$ 35,192.16	$ 39,945.44
Item: Top Quantity: 1 lot Custom tops	$ 3,582.44	$ 3,589.66	$ 3,954.30	$ 3,669.60	$ 2,855.60	$ 5,736.10
Grand Total Section 4:	$ 33,264.65	$ 33,488.96	$ 65,863.50	$ 40,719.20	$ 38,047.76	$ 40,681.54

Section 5: Adult Reading Chairs						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: CA-1 Quantity: 111 No arm, all wood	$ 154.03	$ 311.56	$ 230.66	No Bid	$368.90 Worden $266.24 Alternate	No Bid
Grand Total Section 5:	$ 17,097.33	$ 34,583.16	$ 25,603.26	No Bid	$40947.93 or $29553.16	No Bid

Section 6: Children's Reading Chairs and Stools						
Item	A Bargas & Assoc	Buckstaff	Cultural Surroundings	Demco Library	Library Designs	Southwest Solutions
Item: K-1 Quantity: 8 Chairs	$ 145.51	$ 307.01	$ 211.00	No Bid	$ 249.68	No Bid
Item: K-2 Quantity: 20 Stools	$ 138.30	$ 210.92	$ 128.52	No Bid	$ 307.00	No Bid
Grand Total Section 6:	$ 3,930.08	$ 6,674.48	$ 4,258.40	No Bid	$ 8,137.44	No Bid

AS PER ORIGINAL

2381

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/24/09. Thank you.**

DATE: **March 24, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

3/24/09
AGENDA ITEM
23 B
1) 09-039
2) 09-054
3) 09-055
4) 09-060

COUNTY JUDGE
RECEIVED
MAR 26 2009

3-31-09 origs. ret. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid



Furnishings for Sienna Branch Library
for Fort Bend County
BID 09-039

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, February 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-039
Furnishings

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: 01/06/09
Issued: 01/14/09

February 4, 2009

Fort Bend County Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

To Whom It May Concern:

Enclosed is Cultural Surroundings' bid for the new furnishing and shelving for he Sienna Branch Library. Please note the following clarification concern Cultural Surroundings' bid.

- Section 1: Shelving has been bid as specified using MJ Industries WF1000 library Shelving.
- Section 2: All furniture items have been bid per the specification using Jasper Library Furniture as the manufacture, a division of the Jasper Group. See enclosed drawings as reference.
- Section 3: All custom furniture items have been bid per the specification using Jasper Library Furniture, a division of Jasper Group.
- Section 4: All end panels & canopy tops have been bid per the specification using Jasper Library Furniture, a division of Jasper Group.
- Section 5: The adult wood reader chairs have been bid per the specification using Community's Emerson reader chair. Community is a division of the Jasper Group. See enclosed brochure
- Section 6: The children's reader chairs have been bid per the specification using Community's Emerson Children's reader chair. Community's Class Act Children's stool has been bid for the Children's stool. See enclosed brochure
- Bid has been calculated for a total award.

February 4, 2009

- Unit pricing includes shipping and installation
- All products can be delivered 72 to 84 days after receipt of order.
- Installation has been calculated assuming the building is completely finish and is occupied by owner.
- Cultural Surroundings request a 90% payment net 30 days from the ship date of the product. The final 10% will be payable 30 days after final approval.

Please contact me with questions.

Best regards,

Nicole McKenzie
Principal
Cultural Surroundings
5600 West Lovers Lane
Suite 116, PMB 393
Dallas, TX 75209
Ph 214-742-2400
Fx 214-742-2407
nicole@culturalsurroundings.com

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Furnishings for Sienna Branch Library
BID 09-039

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.

Cultural Surroundings
Legal Name of Contracting Company

Nicole McKenzie
Contact Person

5600 West Lovers Lane, Suite 116, PMB 393
Complete Mailing Address Dallas, TX 75209

214.742.2400 214.742.2407
Telephone Number Facsimile Number

Nicole@CulturalSurroundings.com
Email Address

Nicole 2/4/09
Signature Date

Vendor Information

Cultural Surroundings
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

214.742.2400 214.742.2407
Telephone Number Facsimile Number

5600 West Lovers Lane, Suite 116, PMB 393
Complete Mailing Address (for Correspondence)

Dallas, TX 75209
City, State and Zip Code

Same
Complete Remittance Address (if different from above)

Same
City, State and Zip Code

Nicole McKenzie Principal
Authorized Representative and Title (printed)

nicole@culturalsurroundings.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: NM

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: W/M

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: WM

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: WM

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: NM

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: WM

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: NM

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: WM

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: WM

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) or more vendors furnishings for Sienna Branch Library, which meets or exceeds the specifications contained herein.

Initials of Bidder: NM

4.0 DELIVERY:

See Section 9.9.

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 INSURANCE:

6.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

6.2.1 Workers Compensation: See Section 8.0.

6.2.2 Employer's Liability: $500,000

6.2.3 General liability including:

6.2.3.1 Premises/Operations
6.2.3.2 Products/Completed Operation
6.2.3.3 Contractual
6.2.3.4 Owner's Protective
6.2.3.5 Personal Injury/Advertising Liability
6.2.3.6 Mobile Equipment

6.2.4 General liability limits shall be equal to or greater than:

Initials of Bidder: _____

6.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

6.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

6.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

6.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

6.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

6.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

7.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 8.2 below, setting forth the status of each matter, the schedule or

Initials of Bidder: W/M

planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

7.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

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7.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

7.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

8.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

8.1 Definitions:

8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Initials of Bidder: _____

8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the 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.

8.2 The 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 the contractor providing services on the project, for the duration of the project.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

8.5.2 No later than seven days after receipt by the 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.

8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.8 The 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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;

8.9.2 Provide the 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;

8.9.3 Provide the 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;

8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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;

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

9.0 GENERAL INFORMATION AND REQUIREMENTS:

9.1 The bid document includes six (6) sections:

Section 1:	Steel shelving
Section 2:	Adult and children's wood reading tables, carrels, and atlas stand
Section 3:	Circulation desk, adult reference desk, children's reference desk, small reference desks, and computer workstations
Section 4:	Custom wood tops and end panels for steel shelving
Section 5:	Adult reading chairs
Section 6:	Children's reading chairs and stools

9.2 Bidders are invited to bid on any one, two, three, four, five, or all six sections. Bids must include a minimum of one complete section. Partial bids of any one section shall not be considered an acceptable bid for that section. Bids for each section shall include all costs to furnish, deliver, and install all items according to the specifications.

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9.3 A furniture plan showing the relative location of the items to be bid is attached to the bid document. In the event of a discrepancy between the quantity of items in the written specifications and the furniture plan, bid the quantity indicated in the written specifications.

9.4 Note: Many furniture items shown on the plan are not included in this bid document. Most will be bid later in a document that will cover furnishings for offices, workrooms, and meeting areas, as well as lounge chairs and occasional tables.

9.5 In order to be considered for award of a contract by the County the following documents must be submitted with the Bid Form(s) at the time of submission:

9.5.1 List of proposed sub-contractors to be employed in the work.

9.5.2 Complete pertinent data for evaluation of proposed "equivalent items." Information submitted must include manufacturer's specifications and all other pertinent data provided herein for the referenced items. Information must be supplied either on company's letterhead or in the company's printed literature. Information submitted must include photographs of the alternates offered and samples of finishes.

9.5.3 List of names, addresses, and phone numbers of references to five (5) library projects of similar type and magnitude installed by the bidding company in the last five (5) years.

9.5.4 Certificate of insurance as required in above sections 6.0 and 8.0.

9.6 Subcontractors:

9.6.1 A subcontractor is a person or entity who has a contract, purchase order, or work authorization with the vendor to perform any work at the project premises, or to fabricate, ship, deliver or install any work for the project.

9.6.2 Installation of furniture and shelving shall be done under the supervision of an individual who has previous, satisfactory experience installing the same or similar items produced by the supplying manufacturer.

9.6.3 The vendor shall furnish to the County the names of subcontractors and/or installers for each of the principal portions of the work. The vendor shall not employ any subcontractor or installer to whom the County may have a reasonable objection.

Initials of Bidder: _____

9.6.4 Contracts between the vendor and the subcontractors shall (1) require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the vendor by the terms of the contract documents, and to assume toward the vendor all the obligations and responsibilities which the vendor, by these documents, assumes toward the County, and (2) allow the subcontractor the benefit of all rights, remedies and redress afforded to the vendor by these contract documents.

9.7 Samples:

9.7.1 In the event that additional information is needed by the County for the evaluation of bids, all bidders of relevant sections of the bid document shall be prepared to supply a sample of the following items upon request by the County, following submittal of bids and prior to the award of contracts. Samples must be the same style/model as that bid; however, samples are not required to have the same color finish as specified here. Samples shall be supplied at no expense to the County. Bidders shall supply requested samples within one week following notification from the County and shall leave the samples on-site to allow for evaluation at least one week after their receipt by the County. The provision of samples upon request is a bid requirement. Vendors who do not supply samples within the required time period will be considered nonresponsive for the relevant section of the bid. Requested samples may include:

- One (1) standard steel shelf with book support. (Section 1)
- One (1) multi-media shelf for steel shelving. (Section 1)
- One (1) removeable backstop for steel shelving (Section 1)
- One (1) adult reading chair. (Section 5)
- One (1) children's reading chair. (Section 6)
- One (1) children's stool. (Section 6)

9.7.2 The vendors awarded the bids for Sections 2 through 6 shall be expected to prepare wood finish samples. Vendors shall supply to the County a maximum of four (4) samples that are a minimum size of 8" X 10".

9.8 Field Measurement and Shop Drawings:

9.8.1 It is the successful vendor's responsibility to obtain and verify all field measurements to assure proper installation of all work. No additional costs shall be charged to the County for modification of furniture required to provide proper installation.

Initials of Bidder: 

9.8.2 The County shall notify the vendor and provide additional drawings, if required, of any and all revisions made to the building during general construction that might affect the delivery and installation of furniture to this contract. Notification and/or issuance of revised drawings by the County shall in no way relieve the vendor of responsibility for field measurements to assure proper installation of the work.

9.8.3 Prior to fabrication of items in Sections 2, 3, and 4 the vendor must submit and receive approval of shop drawings. Include sections, details, materials, dimensions, and joinery. Make all shop drawings to scale sufficiently large enough to be clearly read and understood. Provide for review and approval, the number of copies required to be returned, plus three (3). The County will return the designated copies of the drawings following approval. Approval must be received prior to fabrication of the items. Initial shop drawings shall be submitted no more than two (2) months following award of the bid; corrected shop drawings shall be submitted within three (3) weeks following return of the shop drawing to the vendor by the County.

9.9 Furniture and Shelving Delivery Schedule:

9.9.1 The construction dates will be revised as work progresses in the general construction contract. The vendor shall, however, be prepared to furnish all items for the library any time between November 1, 2009 and February 1, 2010. The County reserves the right to adjust this "delivery window" in the event of unforeseen events.

9.9.2 The vendor shall be responsible for all coordination of the delivery of furniture to be provided as required to coincide with the completion of the building. No furniture shall be delivered and stored on site prior to its installation. The vendor shall be responsible for any and all storage of furniture prior to delivery and installation.

9.9.3 All time limits stated here are of the essence of the contract. The vendor shall expedite the work and achieve substantial completion within the contract Time. The date of substantial completion of the work is the date certified by the County when the work is sufficiently complete so that the County can occupy or utilize the work for the use for which it is intended.

Initials of Bidder: WM

9.9.4 If the vendor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the vendor's control, or by any other cause which the County determines may justify the delay, then the contract time shall be extended by change order, approved by Commissioners Court, for such reasonable time as the County may determine.

9.10 Delivery and Installation:

9.10.1 All items shall be delivered and installed at the following address:

Sienna Branch Library
8411 Sienna Springs Blvd.
Missouri City, Texas 77459

9.10.2 The vendor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

9.10.3 The vendor shall, prior to shipment, delivery, and installation, visit and inspect the project premises in order to confirm the conditions under which the work is to be performed, verify the stage of completion of the project premises, determine the availability of facilities for access, delivery, transportation and storage, and correlate these observations with the requirements of the contract documents.

9.10.4 The vendor shall supervise and direct the work using the vendor's best skill and attention, and shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this contract.

9.10.5 The vendor will ensure that the installers are familiar with all elements of the particular product to be installed, the approved shop drawings, and other relevant specifications, and that installation is done in accordance with the shop drawings, furniture plans, and specifications. It will be the sole responsibility of the vendor to dismantle and re-install incorrectly placed items and to correct installation deficiencies that the County determines are not completed in accordance with the shop drawings and/or furniture plans.

Initials of Bidder: NM

9.10.6 The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ on the project any unfit person or anyone not skilled in the task assigned them.

9.10.7 The vendor shall be responsible to the County for the acts and omissions of the vendor's employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the vendor.

9.10.8 All delivery and installation shall be made during regular business hours. The vendor or his representative shall be at the job site to accept all deliveries. No drop shipping shall be allowed. Under no circumstances will the County be obligated to receive deliveries. As noted above, deliveries that arrive prior to the installation date must be stored off the premises at no expense to the County.

9.10.9 Work in place that is subject to injury, because of the vendor's operations being carried on adjacent thereto, shall be covered or substantially enclosed for adequate protection. All forms of protection shall be constructed in such a manner such that, upon completion, the protected work will be received by the Library in proper, whole, and unblemished condition. The vendor shall be required to provide protective runways (plastic or other suitable material) on all finished floors throughout the building in areas where furniture is being transported or installed. The vendor shall take all necessary precautions to protect new/existing work in place. All damaged areas shall be repaired by the County to original conditions, and all associated costs shall be deducted from payment due to the vendor.

9.10.10 The vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the vendor shall remove all waste materials and rubbish from and about the Project as well as all tools, installation equipment, machinery and surplus materials.

9.11 Damages to Furniture:

9.11.1 Acceptance of the furniture shall be made by the County only when each item has been installed in its final destination, cleaned, and demonstrated to be in new, undamaged operating condition. The vendor shall be responsible for all furniture and its disposition prior to final acceptance by the County.

Initials of Bidder: NM

9.11.2 The vendor shall be responsible with the carrier for any concealed damage which might be found when the furnishings are uncrated and/or removed from packing materials and are placed. All minor adjustments, relocation of individual pieces or equipment and similar final corrections shall be executed by the vendor as directed by the County as part of the work under this contract.

9.12 Correction of Work:

9.12.1 The vendor shall promptly correct all work rejected by the County as defective or as failing to conform to the contract documents whether observed before or after substantial completion, and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of one year from the date of substantial completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents. These provisions apply to work done by subcontractors as well as to work done by direct employees of the vendor.

10.0 GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WOOD FURNITURE IN SECTIONS 2, 3, 4, 5 and 6:

10.1 Lumber: All woods used shall be selected from thoroughly air-seasoned stock, free from imperfections and kiln-dried to have a moisture content, at time of assembly, of from 5% to 7%. This moisture content shall be controlled throughout manufacture so that the equipment arrives on the job site at its end-use moisture content.

10.2 Wood species: Unless otherwise specified, all exposed wood shall be Northern Red Oak (Quercus Rubra), free from all detrimental defects and selected for uniform grain and color. All unexposed woods shall be sound hardwoods.

10.3 Core: All cores specified shall meet the following requirements. Determination of the appropriate cores shall be described in the detailed item specifications.

10.3.1 Particleboard core shall be Type 1, Grade M, Class 3 panel, mat-panel conforming to ANSI/A208.1 - 1989 {/ul Wood Particleboard} standard. The panel shall be formed of wood chips, bonded with a water-resistant adhesive. It shall be of medium density between 40 and 50 lbs./cu. ft., having a minimum modulus of rupture of 2400 PSI, a minimum average modulus of elasticity of 400,000 PSI, a face screw-holding capacity of 250 lbs., and edge screw-holding capacity of 225 lbs., and maximum formaldehyde emissions of no more than 0.30 ppm. All tests shall be conducted in accordance with ASTM D1037-87.

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10.3.2 Lumber core material shall be of good grade core stock in random width strips with tight glue joints. The maximum width of the strips shall be 2 ½" to minimize the tendency to warp. Discoloration, sound knots, open defects, if securely patched or filled butt joints, other than at the edges, are permitted. Brashness and doze are not permitted. The bonding agent used to glue up the core stock shall be a Type II, water-resistant resin adhesive, which will retain its strength when subjected to a thorough wetting and drying.

10.4 Face veneers: Exposed face veneers shall be a minimum of 1/36" plain-sliced premium or select grade "A" Red Oak, tight and smooth cut, selected for uniformity, even grain, beauty and color. The face shall be book-matched or slip-matched, sequenced and balanced across a panel. The face shall have the presence of cathedral grain pattern with a good presence of quartered grain on each side of the cathedral. The faces shall be free of wild grain, wild heart, split cathedrals, gross figure, and shall be free of splits, patches, and other detrimental effects. A few scattered pin knots no larger than 1/16" shall be permitted on each leaf of the face. All leaves shall be joined in such a manner as to prevent lap or open joints. No tape or tape residue shall remain from veneer splicing. The bonding agent shall have the same water resistance as the bonding agent used in the lumber core manufacture. Unexposed veneers shall be hardwood veneers except they may be unselected for grain and color.

10.5 High pressure laminate: Worksurfaces shall be .050" thick and used with an appropriate backing sheet not to be less than .028" thickness. Plastic laminate shall be of maximum hardness being resistant to scratches, marring, fading, staining, etc., and shall comply with performance standards set by the National Electrical Manufacturers Association (NEMA LD3 - 1985 - GP20).

10.6 Wood finishing operations: After normal machine sanding operations have been performed, each piece shall be further polished and hand sanded to insure removal of all machine or mill marks. Each piece shall then be thoroughly inspected prior to the application of any finishing materials.

10.7 A selected stain of the desired shade shall be applied to all surfaces requiring stain, paying particular attention to the shading and blending of colors on individual units. After a thorough drying of the stain, a sealer coat shall be applied to secure a bond between the wood and the topcoat. The surface shall then be well sanded before applying a catalytic-type lacquer topcoat.

11.0 SPECIFICATIONS FOR ELECTRICAL COMPONENTS:

11.1 Upon request, bidders shall supply additional information about the electrical system that they are bidding and wire management solutions for all furnishings specified with full electrical systems.

Initials of Bidder: NM

11.2 All electrical components specified must meet the exact requirements of the Library and shall not be altered. All items which are electrically required to be hardwired to the building power supply shall be connected by a qualified electrician at the Library's expense, but coordinated and under the auspices of the furniture installer. The bidder shall be responsible for insuring adherence to the specified and applicable standards and codes. Evidence which indicates failure to comply will result in a nonresponsive bid.

11.3 Appliance connection: Any equipment (computer, A-V equipment, etc.) which is intended to be placed on or within the furniture in this section of the bid shall electrically be connected and all wires stowed. This obligation only pertains to equipment that is "on hand" at the time of installation and shall not include equipment not yet on site.

11.4 Instruction: The bidder shall be responsible for providing instruction to the Library Director or representative of the Library's choice on the use of any integrated electrical systems in furniture, including how cords must be legally stowed, use of grommets, J channels, etc. In addition, instruction shall include how to electrically balance the system and change circuit designations.

11.5 Electrical system: computer tables and service desks shall be equipped with a three-circuit electrical system. No circuit in the system shall share a neutral. Power distribution shall be configured for eight wires, providing three phase wires, three neutral wires, an equipment ground, and an isolated ground. Wiring shall be copper, #12 AWG minimum size. Each circuit shall have its own neutral; shared neutrals shall be unacceptable. The exact location of power entry for each item shall be verified by the vendor awarded the bid for each section.

11.6 The electrical system shall provide the number of outlets designated for the item in the specifications for the specific item in the bid document. The outlet assembly shall include the duplex outlets rated at 15 amps at the receptacle with 20-amp through power. Circuit designations of the duplex outlets must be capable of being changed without having to change the wiring. All wires shall be 12-gauge except for the shared neutral which shall be 10-gauge to prevent overload. The cable assembly shall terminate at one end with a single or double duplex housing (side-to-side and not back-to-back) and at the other end with a quick connect. The duplex housing shall be molded directly onto a 9/16" diameter trade size oval metallic conduit and shall contain ports for three quick-connect connections. The opposite end of the cable shall have a housing to create a safety loop wire coil to allow cable to expand or bend without placing strain on the wire or terminals. The wire shall be continuous for duplex housing to quick connect. Terminals shall be of three-point contact design to ensure positive contact of mating terminal. All intermediate uprights in computer workstations or other furnishings shall be provided with 3" diameter PVC grommet sleeves.

Initials of Bidder: W/M

11.7 Electrical systems shall be furnished with a power entry assembly which shall consist of a sheet metal raceway and a chase for the height of the worksurface. A second chase shall be supplied for data cables. The chases shall be constructed and banded with the same materials as the end panels. The raceway shall terminate at the bottom with liquid tight BX conduit with fittings to allow hard wiring to a junction box in the floor. The raceway terminates under the work surface with 9/16" oval BX conduit and quick connect connector.

11.8 All machined panel part data shall be stored and retained for a period of fifteen (15) years to produce, upon demand, matched, engineered and precision manufactured parts for assemblies.

12.0 SECTION 1: STEEL SHELVING (Indicated by S- on plan.)

Detailed Specifications:

12.1 Shelving shall be bracket style, welded-frame construction. Wall shelving shall be anchored to the wall. All shelving shall be carefully adjusted to the floor and leveled. Steel book stacks shall be those manufactured by Estey Company, M. J. Industries, Gaylord, Borroughs, Spacesaver, or other welded-frame products that are substantially equal. Acceptable products shall have been tested by an independent laboratory to meet the minimum performance standards of ANSI/NISO Z39.73-1994, Single-Tier Steel Bracket Library Shelving. Bidders shall be prepared to provide testing results of their products upon request by the Library.

12.2 The vendor awarded the bid shall field-measure the building prior to ordering the shelving to ensure that the shelving as specified below will fit correctly.

12.3 Book stacks shall be supplied in a color that matches MJ Industries #1210 Autumn White. Upon request, the selected vendor shall supply three (3) steel samples of the color for approval, prior to fabrication of the shelving.

12.4 Shelving vendor shall supply and install all hardware necessary for the installation of any custom wood end panels and tops specified in Section 4 of these specifications. The shelving vendor shall work with the vendor awarded Section 4 to ensure that custom end panels and tops are the correct sizes for the shelving supplied.

Initials of Bidder: W/M

12.5 Book stacks are to be of unit construction such that all components of a book stack section may be removed as a modular unit from any range without in any way disturbing the adjacent units. Relocation and reuse of removed section(s) shall be accomplished without acquisition of additional parts. Upright webs shall be punched for bolting intermembering welded frames into stack ranges. Double-faced sections shall be freestanding. The shelving shall be constructed in such a manner that it is stable without the use of cross ties or sway braces. Starter/adder shelving systems or systems with hook-in type assembly shall not be considered acceptable substitutes.

12.6 Only the finest materials and quality of workmanship shall be acceptable. Sheet metal shall be furniture stock cold rolled, reannealed and full pickled or equivalent. Gauge thicknesses are U. S. standard with the following minimum requirements: upright columns of weld frame - #16 gauge; top spreader tubular steel - #16 gauge; bottom channel spreader - #16 gauge; shelves, including base shelf - #18 gauge; shelf end and base shelf brackets - #16 gauge.

12.7 Each shelf shall have a minimum clearance between end brackets of 35 ½". Component parts shall be prepared for painting by a multi-stage cleaning and phosphating process. Material is then to be finished with a powder paint baking enamel of a medium gloss, applied by electrostatic method, capable of withstanding severe hammer and bending tests without flaking. Minimum thickness of the final finish shall be 2.0 mils. Wet process paints shall not be considered an acceptable equal.

12.8 Upright columns of welded frame shall be formed of not less than #16 gauge steel into channel shape with no less than ½" stiffening flanges measuring 2" in the web and 1 1/4" at front and rear surfaces. Uprights are to be perforated full height with a series of 3/16" x 5/8" slots spaced 1" on vertical centers and located within 5/16" from the web. Every fifth and sixth slot shall have square corners and be pattern punched differently than the other corner slots to ease in visual leveling of adjustable shelves.

12.9 Top spreader of welded frame shall consist of not less than #16 gauge tubular steel channel shape measuring at least 1" x 2 ½" in cross section. This spreader shall be electrically welded to uprights in appropriate locations. Bottom spreader of welded frame shall consist of not less than #16 gauge steel channel shape measuring at least 1" x 1 3/4" in cross section. The outer ends of this channel are to be punched to receive leveling nuts and floor levelers. Bottom spreader shall be electrically welded to uprights with open portion of channel positioned upward. Welded frames shall be of heights as specified, of 36" and 30" widths and equipped with two (2) adjustable floor levelers. Each leveler shall be provided with elastomeric plastic shoes to protect floor covering and to prevent "walking" of stack units.

Initials of Bidder: _____

12.10 Closed base support brackets shall be designed to fit snugly in and around welded frame upright. Material shall be no less than #16 gauge steel. Brackets shall have a 90 degree flange at bottom which will rest on floor covering.

12.11 Hardware to level book stack unit shall be incorporated into the base bracket. Top and front edge of base bracket shall be flanged outward approximately 1/4" and the profile of this bracket shall match that of the adjustable shelf end bracket and in addition shall have a hole in the embossment for attaching adjoining base brackets with fastener contained within the embossment.

12.12 Closed base shelves shall be formed of not less than #18 gauge steel into one piece construction designed to fit snugly around upright columns and base brackets without need of hardware fasteners. Front height shall be at least 3" and sides shall have stiffening flanges.

12.13 Adjustable shelves shall be formed of not less than #18 gauge steel with front and rear edges box-formed 3/4" high. Nominal depth of shelf shall be 1" greater than actual dimension. Side of shelf shall be flanged for locking into end bracket lances. Shelves shall support book loads of 50 pounds per square foot without deflection in excess of 3/16".

12.14 Shelf end brackets shall be formed of not less than #16 gauge steel and all but the rear edge shall be flanged outward approximately 1/4". Rear edge shall have two crimped hooks at top and a positioning tab to prevent accidental dislodgement at bottom for engaging frame upright slots. Shelf end brackets shall incorporate two lances for securing shelf side flanges. Bracket design shall allow for shelf adjustment upward and downward without disturbing any of the other shelves. Also shelf bracket shall include embossment to prevent bracket overlapment when units are shelved. Bracket shall extend at least 6" above shelf surface.

12.15 Ninety-inch high shelving shall be equipped with six (6) adjustable shelves. Steel end panels, where specified, shall extend full width and height of unit. They shall consist of one piece of #18 gauge steel formed into flush profile with 1 ½" square edge and exposed return flange of not less than 3". Tops shall be tightly closed with closure flanges. Centers of double-faced panels shall be equipped with full height channels for attaching to frame uprights and to deaden sound and eliminate "oil canning."

12.16 Hinged periodical shelves shall consist of sloping display shelves hinged to adjustable shelf and base shelf brackets. Display shelves shall be 14" actual height, shall be hinged to allow a clear storage height of 8", and shall stand without holding when in open position. Lower edge of display shelf shall have flange and turned up lip to provide a 1 3/8" clearance behind lip.

Initials of Bidder: _____

12.17 Divider type shelf (e.g. picture book shelving): Shall be of #18 gauge steel with front edge box formed 3/4" high with integral 5" – 6" high backstop. Dividers shall be 6" high unless specified otherwise.

12.18 Steel canopy tops shall be formed of #18 gauge steel with a 1 ½" front edge and supported by #12 gauge brackets which engage in the slots of the frame uprights. Sizes shall extend the full width and depth of the base shelf.

12.19 See attached furnishing and shelving layout for location of shelving to be purchased.

Shelving, as listed below, shall be furnished, delivered, and installed:

Item No.	Quantity	Description
S-1	223	Sections of double-faced steel shelving, 90" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"-deep, sloping, closed base shelves, twelve (12) 12"deep adjustable shelves, and a canopy top to match depth of base on 187 sections. (No canopy tops on 18 sections in circulation workroom, 6 sections in Friends/donated book room, and 12 sections in college workroom) Supply shelving for the second floor reference book area with twelve (12) pull-out reference shelves. Supply fourteen (14) steel end panels for ranges in circulation workroom, Friends room, and college workroom. All other ranges have custom wood end panels in Section 4 of the bid document. (Summary of total shelving: First floor – 6 sections self-help reserved books, 5 sections new books, 18 sections circulation workroom, 6 sections Friends Room; Second floor – 152 sections adult nonfiction, 12 sections college workroom, and 24 sections reference area.) **Price per each: $**261.47 **Extended Price: $** 58,307.81
S-2	48	Sections of double-faced steel shelving, 90" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves, twelve (12) 10"- deep adjustable shelves, and a canopy top to match depth of the base. Custom wood end panels in another section. (adult fiction books first floor) **Price per each: $**237.47 **Extended Price: $** 11,398.56

Initials of Bidder: NM

Item No.	Quantity	Description
S-3	54	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, eight (8) 10"- deep adjustable shelves, and a canopy top to match the depth of the base. Custom wood end panels in another section. (juvenile books first floor) **Price per each: $** 189.23 **Extended Price: $** 10,218.42
S-4	18	Sections of double-faced divider-type steel picture book shelving with integral back, 42" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"- deep, flat closed base shelves and four (4) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and custom wood end panels in another section.) (picture/easy first floor) **Price per each: $** 203.33 **Extended Price: $** 3,659.94
S-5	51	Sections of single-faced steel shelving, 90" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"-deep, flat, closed base shelf, six (6) 12"-deep adjustable shelves and a canopy top to match depth of base on 6 sections on first floor book sale area and 6 sections on second floor adult nonfiction area. (No canopy tops on 13 sections in Friends/donated book area, 12 sections in circulation workroom, 7 sections in children's workroom and 7 sections in adult reference workroom.) Supply two corner fillers, 12" X 12" X 90", 1 in Friends/donated book area and 1 in circulation workroom, both on the first floor. Supply a total of fourteen (14) steel end panels for ranges in circulation workroom, Friends/donated book area, children's workroom, and adult reference workroom. Custom wood end panels for other shelving in another section. (Summary of total shelving: First floor - 6 sections Friends book sale first floor, 13 sections Friends/donated book area, 12 sections circulation workroom, 7 sections children's workroom; Second floor – 7 sections adult reference workroom, 6 sections adult nonfiction) **Price per each: $** 165.91 **Extended Price: $** 8,461.41

Initials of Bidder: WM

Item No.	Quantity	Description
S-6	18	Sections of single-faced divider-type steel picture book shelving with integral back, 42" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"- deep, flat closed base shelf and two (2) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and end panels in another section.) (picture/easy first floor) **Price per each: $** 132.03 **Extended Price: $** 2,376.54
S-7	5	Sections of single-faced shelving, 90" high X 16" deep X 36" wide. Each single-faced section shall have one (1) 16"- deep, flat closed base shelf and six (6) 16"-deep adjustable shelves. No canopy tops. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 194.71 **Extended Price: $** 973.55
S-8	1	Section of single-faced shelving, 90" high X 12" deep X 36" wide. Single-faced section shall have one (1) 12" deep, flat closed base shelf and six (6) hanging-bag racks. No canopy top. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 248.82 **Extended Price: $** 248.82
S-9	12	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide. Each section shall have two (2) 12"-deep closed base shelves and eight (8) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top. Custom end panels in another section. (adult periodicals second floor) **Price per each: $** 344.62 **Extended Price: $** 4,135.44
S-10	6	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide in one range. On one side of the range, each section shall have one (1) 12"-deep closed base shelve and four (4) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top.

Initials of Bidder: MM

On the other side of the range, each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves with two-part hinged plexiglass covers for newspapers. Each section shall have a canopy top. (adult periodicals second floor)

Custom end panels in another section.

Price per each: $521.83 **Extended Price: $** 3,130.98

Item No.	Quantity	Description
S-11	53	Sections of single-faced shelving, 42" high X 10" deep X 36" wide. Each section shall have one (1) 10"-deep flat closed base shelf and two (2), 10"-deep adjustable shelves and a canopy top to match depth of base. Custom end panels in another section. (First floor – juvenile and adult fiction)

Price per each: $111.50 **Extended Price: $** 5,909.50

S-12	6	Sections of double-faced shelving, 78" high X 24" deep X 36" wide in one range. On one side of the range, each of the 6 sections shall have one (1) 12"-deep flat closed base shelf, five (5) 12"- deep adjustable shelves, and a canopy top. On the other side of the range, three (3) sections shall have one (1) 12"- deep closed base shelf and four (4) hinged periodical shelves each with divider shelf supplied with two dividers, and a canopy top; three (3) sections shall have one (1) 12" deep flat closed base shelf, five (5) 12"-deep adjustable shelves, and a canopy top. Custom end panels in another section. (In summary, one side will hold teen books, and the other side will hold teen periodicals and teen books.)

Price per each: $231.11 **Extended Price: $** 1,926.66

S-13	12	Sections of double-faced steel shelving, 78" high X 20" deep X 36 wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, ten (10) 10"-deep adjustable shelves, and a canopy top to match the depth of the base. Custom end panels in another section. (teen books first floor)

Price per each: $209.57 **Extended Price: $** 2,514.84

Initials of Bidder: NM

Item No.	Quantity	Description
S-14	6	Sections of single-faced hinged periodical shelving, 66" high X 12" deep X 36" wide. Each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves each with a divider shelf supplied with two dividers and a canopy top. Custom end panels in another section. (children's and parenting periodicals first floor) **Price per each: $** 221.33 **Extended Price: $** 1,327.98
S-15	48	Sections of single-faced shelving, 42" high X 12" deep X 36" wide. Each section shall have one (1) 12"- deep flat closed base shelf and two (2), 12"-deep adjustable shelves and a canopy top to match depth of base on 44 sections. Four (4) sections behind the children's reference desk will have a custom top listed in another section. Custom wood end panels in another section. (second floor adult nonfiction and children's area) **Price per each: $** 111.18 **Extended Price: $** 5,480.64
S-16	30	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves; eight (8) 8"-deep sloping video shelves all with backs, slots, and six (6) dividers; and canopy tops to match the depth of the base. Shelves shall slope at a seven degree angle. (audiovisual shelving, 18 sections adult first floor and 12 sections juvenile first floor) Custom wood end panels in another section. **Price per each: $** 283.63 **Extended Price: $** 8,508.90
S-17	7	Sections of single-faced steel shelving, 66" high X 10" deep X 36" wide. Each single-faced section shall have one (1) 10"-deep, sloping, closed base shelf; four (4) 8"- deep sloping video shelves all with backs, slots, and six (6) dividers. Shelves shall slope at a seven degree angle. Supply with two matching steel end panels. No canopy tops.(college workroom second floor) **Price per each: $** 167.03 **Extended Price: $** 1,169.21
S-18	12	Extra regular flat shelves, 10" deep. (Not shown on plan.) **Price per each: $** 10.75 **Extended Price: $** 129.00

Initials of Bidder: JM

Item No.	Quantity	Description
S-19	12	Extra regular flat shelves, 12" deep. (Not shown on plan.)
		Price per each: $12.36 **Extended Price:** $148.32
S-20	12	Extra hinged periodical shelves. (Not shown on plan.)
		Price per each: $25.75 **Extended Price:** $309.00
S-21	8	Extra hanging bag racks (Not shown on plan.)
		Price per each: $17.05 **Extended Price:** $136.40
S-22	5,500	Book supports: Standard findable or flat book supports, 9" high, with cork base. (MJFind9 or equivalent) (Not shown on plan.)
		Price per each: $2.75 **Extended Price:** $15,125.00
S-23	100	Backstops, equal to Estey DBB36. (Not shown on plan.)
		Price per each: $3.43 **Extended Price:** $343.00
		Grand Total for all items in Section 1: $145,939.92

13.0 SECTION 2: ADULT AND CHILDREN'S WOOD READING TABLES, CARRELS, SMALL REFERENCE DESKS, AND ATLAS STAND (Indicated by T- on plan.)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
T-1	19

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power.

(Worden Academy series 7200/3672 or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder WM

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The long edges shall be banded with a 5/16" thick x 1-1/4"wide solid oak external band. The short edges or ends shall be banded with 1-1/4" x 2-5/8" solid oak external edgeband. All edges shall be radiused 1/16". Bands shall be applied after lamination of the face plastic. The edge bands shall be set flush to the laminate without the use of vein lines or reveals.

Top support: The underside of the tables shall be fitted with two parallel V-shaped 14-gauge steel keels. Keels shall be attached to the underside of the top with screws.

End frames: The end frames shall be recessed 1/8" from the edges of the top. The end frames shall consist of two legs, two cross headers, and five slats. The legs shall be 2 1/2" square glued-up solid oak. The cross headers shall be 1 1/4" X 2 1/2" solid oak, recessed 1/8" from the face of the leg and doweled and glued to the legs. The bottom header shall be 4 1/4" above the floor. The slats shall be 3/4" X 1 7/8" on 96mm centers, recessed 1/8" from the face of the header, and doweled and glued to the headers. All members shall be radiused 1/16".

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak apron rails recessed 1/8" from the face of the leg and doweled and mechanically joined to the end frame.

Cable chase stretcher assembly: The assembly shall consist of a stretcher and a top support cable chase. The stretcher shall be 1 5/8" thick X 5 3/4" wide, three-ply particleboard construction with select grade "A" oak veneer face. Long edges shall be banded with 5/8" X 1 5/8" solid oak. The cable chase shall be 4" deep X 12" wide with a hinged door and cord egress apertures at the top and grommets through the stretcher. The assembly shall be mechanically joined to the top and end frame assembly.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Double-faced tilt-up power: The unit shall be 9 9/16" wide X 9 13/16" long X 4 1/4" high. The unit shall consist of a self-rimming bezel, two hinged lids opening on opposite sides, a 15-amp circuit breaker, a 9' cord, and a horizontal wire manager. The bezel shall be constructed of 12 gauge steel, welded and ground flush at the corners. Each lid shall be a 21-gauge steel formed assembly with a lip that, when opened, exposes a minimum of one duplex outlet. The lids shall have detents to allow them to stay open while power is being accessed. All exposed metal parts shall be finished with a textured black powder coat.

Price per each: $1,539.25 **Extended Price: $**29,245.75

Initials of Bidder: NM

Item No.	Quantity
T-2	1

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power. **No aprons in order to provide a table that is wheelchair accessible.** Same general specification as T-1.

(Worden Academy series 7200/3672 modified or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $1539.25 **Extended Price:** $1539.25

Item No.	Quantity
T-3	5

General Description

Youth and teen reading tables, 48" round X 29" high, laminate top, leg-base

(Worden 7200/048 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1 1/4" thick, three-ply construction with .050" high pressure laminate face and .028" backer on the underside. The perimeter of the table shall be banded with a 5/16" thick X 1 1/4" wide solid oak external band. All edges shall be radiused 1/16".

Legs: the legs shall be 2 ½" square glued-up solid oak.

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak rails recessed 1/8" from the face of the leg and doweled and mechanically joined by hanger brackets. The apron shall sit between all legs and shall be screwed to the top.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

5493.30

Price per each: $1098.66 **Extended Price:** $~~1098.66~~ NM

Initials of Bidder: NM

Item No.	Quantity
T-4	2

General Description

Children's reading tables, 36" round X 25" high, laminate top, leg-base. Same general description as T-3 except the legs shall be square glued-up solid oak proportioned appropriately for the 25" height.

(Worden 7200 or equivalent)

Laminate: 1 table top in Nevamar, Celestial Textured, SV0001; 1 table top in Nevamar, Green Tea Textured, SG0002

Price per each: $1012.79 **Extended Price:** $2,025.25

Item No.	Quantity
T-5	1

General Description

Children's puzzle table, 36" round X 15" high, laminate top, leg-base. Same general description as T-3, except with no apron.

(Worden 7200 or equivalent)
Laminate: Nevamar, Green Tea Textured, SG0002

Price per each: $1022.79 **Extended Price:** $1022.79

Item No.	Quantity	
T-6	4	(Not shown on plan)

General Description

Copier tables, 24" deep X 36" long X 36" high, leg-based, laminate top with 5/8" thick X 1 ¼" wood edgeband.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $371.68 **Extended Price:** $1486.72

Initials of Bidder: WM

Item No.	Quantity
1-7	3



General Description

Double-faced carrels (all starters), 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface 29" high. Each side supplied with a shelf, light, oak valence and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the work surface.

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and five 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Price per each: $2,716.54 **Extended Price:** $8,149.62

Initials of Bidder: WM

Item No.	Quantity
T-8	1

General Description

Double-faced starter carrel, 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface on one side 29" high. Worksurface on other side shall be 32" high. Each side with a shelf, light, and corner-mounted power column with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general specification as T-7, except for worksurface height on one side.

Price per each: $2,716.54 **Extended Price:** $ 2,716.54

Item No.	Quantity
T-9	1

General Description

Atlas stand, 28 7/8" deep X 29 3/8" wide X 44 5/8" high (40 ½ high at the front)

(Worden 7000/AS or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Sloped top assembly shall have a .050" high pressure plastic laminate facing and .028" backer on the underside. There shall be a solid hardwood retaining strip located on the lower edge of the top surface. The finished back and slide-out storage shelves shall be ¾" thick, 3-ply particleboard with select grade "A" oak face veneer on top. The front stop rail shall be solid oak tongue and groove joined to shelf panel. Five pull out shelves shall operate on full extension ball bearing slides with stops to prevent removal. The end panel shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, a 1-3/4" thick and 2-½" wide solid oak frame on four sides and three ½" thick x 1-7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The stand shall be equipped with adjustable leveling glides.

Price per each: $1,708.60 **Extended Price:** $ 1,768.60

Initials of Bidder: JM

Item No.	Quantity
T-10	1 unit

General Description

Single-faced carrels, one starter and two adders, total length 12' (nominal) X 36" deep X 29" worksurfaces, overall height of panels 48", three spaces each 48" wide. Each space supplied with a shelf, light, oak valence, and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/PSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The back panel of the unit will be against a wall. Power will come from the wall.

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the worksurface.

Intermediate panels: The two panels shall be constructed of 1 3/16" thick X 48" high,three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak. All edges and corners shall be radiused 1/16".

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and three 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Initials of Bidder: ____

Price per each: $4,498.62 Extended Price: $4,498.62

Grand Total for all items in Section 2: $ 57,886.44

14.0 SECTION 3: CIRCULATION DESK, ADULT REFERENCE DESK, CHILDREN'S REFERENCE DESK, COLLEGE DESK, WOOD SHELVING MATCHING THE DESKS, AND COMPUTER WORKSTATIONS (Indicated by C- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Note: if requested, vendors should be prepared to provide the specifications and the name of the manufacturer of the electrical system they will be installing in the items listed below.

Item No.	Quantity
C-1	2

General Description

Children's six-place, double-faced computer tables, 62" wide X 144" long X 27" high

(Worden 7000 series modified or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050 laminate tops and a .028" backer on the underside. The table will be supplied with a top split into two separate pieces, each piece shall be approximately 30" deep with a 2" cord drop in the center of the table, along the length. Each side of the cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the two sides of the table top. The outside, long edges of the table top shall be banded with a 5/8" thick x 1-5/8"wide solid oak and radiused top and bottom 1/16". The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and five ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Initials of Bidder: WM

Keels: the table shall have two longitudinal stabilizing keels 1" thick X 12" deep (or depth needed to provide support the length of the table), five-ply lumber-core construction with select Grade "B" oak face and back. The keels shall be attached to the underside of the top and end and intermediate panels.

Recessed intermediate support panels: both sides of the table shall be supplied with one or more stabilizing intermediate panels as needed to support the length of the table. The intermediate support panels shall be attached to the underside of the table and shall be designed in such a manner so as not to impede movement of someone in a chair moving from one end of the table to the other. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system, as per the general electrical specifications. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $6,781.21**/Extended Price: $** 13,562.42

Item No. **Quantity**

C-2 6

General Description

Adult double-faced, six-place computer tables, 62" wide X 144" long X 29" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $6,781.21**/ Extended Price: $**40,687.26

Initials of Bidder: WM

Item No. **Quantity**

C-3 1

General Description

Children's double-faced, computer table, 62" wide X 96" long X 27" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 3597.44 **Extended Price: $** 3,597.44

Item No. **Quantity**

C-4 1

General Description

Adult single-faced computer table, 36" deep X 12' long X 39" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will be a workstation for three standing-height online catalogs.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: NM

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Intermediate panels: Two intermediate, stabilizing panels shall be placed under the worksurface. The panels shall be supplied with a grommet for extending the electrical system through the entire table. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The height of the back panel shall be approximately 31 3/4" and shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $6,720.92 **Extended Price:** $ 6,720.92

Item No.	**Quantity**
C-5	1

General Description

Teen double-faced computer table, 62" deep X 16' long X 29" high. Same general specification C-1 above. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 32 outlets to the table—16 duplex outlets or equivalent.

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $7153.19 **Extended Price:** $ 7,153.19

Initials of Bidder: WM

Item No. **Quantity**

C-6 8

General Description

Stack end computer stations, approximately 24" wide X 24" deep X 39" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Online-catalog stations will be located at the end of a double-faced bookstack range. The unit shall be ¼" narrower than the end panel next to which it will be placed X 24" deep X 39" high. The unit shall be freestanding and not attached to the stack end panel.

Top: The top shall be 1 1/4" thick, 3-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front and back edges of the top shall be banded with 5/16" thick x 1 1/4" wide solid external bands. The bands shall be set flush to the laminate without the use of vein lines or reveals. All edges shall be radiused 1/16". The top shall sit inside the end panels.

Panel ends: The side panels shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, with a 1-3/4" thick and 2-½" wide solid oak frame on four sides. (No slats.) Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".
Keel: If necessary, the unit shall be supplied with a keel attached to the two sides of the table for stability.
Glides: The glides shall be 1 3/16" diameter rubber cushioned adjustable glides with a ¼-20 x 15/16" threaded stem.

Price per each: $1,021.20 **Extended Price: $** 8,169.60

Item No. **Quantity**

[illegible] 1

General Description

Teen single-faced printer table, 36" deep X 62" long X 29" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: WM

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front and back edges of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $1,338.76 **Extended Price: $** 1,338.76

Item No.	**Quantity**
C-8	1

General Description

Youth single-faced printer table, 36" deep X 72" long X 27" high

(Worden Academy series or equivalent.)
Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16". The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Initials of Bidder: WM

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table—4 duplex outlets or equivalent.

Price per each: $2,254.38 Extended Price: $2,254.38

Item No.	**Quantity**
C-9	2

General Description

Adult single-faced printer table, 36" deep 96" long X 29"

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will hold two printers.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: WM

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: Because of the length of the table, provide a keel in a size that will stabilize the table.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table 4 duplex outlets or equivalent.

Price per each: $2,424.48 **Extended Price: $** 4,848.96

Item No.	**Quantity**	
[redacted]	1	(See sketch provided with the bid document.)

General Description

Children's reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminates:
Worksurface – Nevamar Green Tea, SG0002
Transaction counter – Nevamar Celestial, SV0001

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: WM

The desk shall be faced on all exposed surfaces with select grade "A" oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. The bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

Some of the features and dimensions of the desk reflect a custom design; however, other elements will be built using standard library service desk construction. With your bid for this item, provide detailed specifications and line drawings of your company's standard construction for library circulation desk modules. Provide information about materials, joinery, hardware, etc.

All units shall have a closed base with a 6" high toekick on both public and working sides, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Module 1 with no transaction top will be 36" deep). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible module (Module 1). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the unit with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Module 1 will be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 8 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 8. Modules 1, 3, 4, 5, 6, and 8 shall each be supplied with a maximum of two (2) duplex outlets for a total of 24 outlets (12 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section, prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working/staff side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 36" deep X 30" high overall. Kneespace unit. No fixed base on working side of the desk.

Initials of Bidder: 

Module 2: 36" wide X 38" deep overall X 36" high overall. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base.

Module 4: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on working side of the desk.

Module 5: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf, and fixed, closed base at bottom.

Module 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base.

Module 7: Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 8: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Price per each: $15,245.86**Extended Price: $** 15,245.86

Item No.	**Quantity**	
C-11	1	(See sketch provided with the bid document.)

General Description

Adult reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: WM

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed 6" high toekick on both public and working side, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Modules 12 and 13 with no transaction tops shall be 36" deep.). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible modules (Modules number 12 and 13). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the units with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Modules 12 and 13, will each be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 13 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Modules 1 and 13. The electrical system shall extend from module 1 through module 13. Modules 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, and 13 shall each be supplied with a maximum two (2) duplex outlets for a total of 44 outlets (22 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

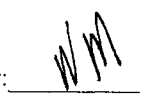
The desk shall consist of the following modules described from left to right as viewed from the working side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Module 2: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base on both sides of the desk.

Module 3: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Initials of Bidder: 

Module 4: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed closed base at bottom.

Module 5: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Modules 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 7: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 8: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 9: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 10: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 11: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base at bottom.

Module 12: 36" wide X 36" deep X 30" high, no transaction top, wheelchair accessible unit. Kneespace unit. No fixed base on the working side of the desk.

Module 13: 36" wide X 36" deep overall X 30" high. No transaction top. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

End Panel

Price per each: $23,186.20 **Extended Price:** $23,186.20

Item No. **Quantity**

C-12 2

General Description

Double-pedestal office desk, 36" deep X 72" long X 29" high.

Initials of Bidder: WM

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The desk shall have a full-height front panel. The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

The staff side of the desk shall be supplied with a center drawer and two pedestals with locks. The pedestals shall be full-height and extend to the floor. Each pedestal shall be supplied with two box drawers and one file drawer.

The desk shall be supplied with two grommets and wire management.

Price per each: $ 1,828.00 **Extended Price: $** 3656.00

Item No.	**Quantity**	
C-13	1	(See sketch provided with the bid document.)

General Description

College service desk and shelving. Desk shall be 12' long X 36" deep X 39" and 32" high. Laminate top on the desk and shelving. Matched veneers across the public side of the desk. Recessed toekick 6" high on both the public and working sides of the desk. Shelving shall be one starter and three adders 12' long X 24" deep X 39" high.

Laminate on desk and shelving: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface shall have a continuous top composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. The front or public edges of the desk top shall be externally banded with 5/8" thick X 1 5/8" wide solid oak with top and bottom radiused 1/2". Top overhang shall be 1 ½" on the public side and 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: _____

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed toekick on both public and working sides, except on the working side at kneespaces. Provide a maximum of two grommets per module for a maximum total of 8 grommets. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The front edge of the units shall be banded with a 5/8" edgeband. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

Modules 2, 3, and 4 of the desk shall have an overall height of 39". Module 1 shall be 32" high.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 4. The electrical system shall extend from module 4 through module 1. Each module shall be supplied with a maximum two (2) duplex outlets for a total of 16 outlets (8 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the public side of the desk:

One end panel required; the other end of the unit will be against a wall. End panel shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

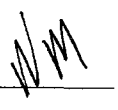
Module 1: 36" wide X 36" deep overall X 32" high overall. Kneespace unit. No fixed base on the working side.

Module 2: 36" wide X 36" deep overall X 39" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base on bottom.

Module 3: 36" wide X 36" deep overall X 39" high overall. Kneespace unit. No fixed base on working side.

Module 4: 36" wide X 36" deep X 39" high overall. Locked plenum/cabinet for access to power/data entry.

Shelving located behind the staff side of the desk shall be finished to match the desk. The laminate top shall have a 5/8" thick solid oak edgeband. The shelving shall be 12' long X 24" deep X 39" high. Access to power and data will be above the shelf tops. Shelving shall be constructed like four-36" wide units of standard single-faced, starter/adder wood shelving, except the depth shall be 24" and the height shall be 39" to match the desk. Then units shall be supplied with two adjustable shelves and finished backs.

Initials of Bidder: 

Price per each: $ 8,398.58 **Extended Price: $** 8,398.58

Item No.	Quantity
C-14	1

General Description

Self-check table, first floor, 16' long X 36" deep X 29" high.

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table is intended to hold self-check stations for public use.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The edge of the top where patrons will be standing shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. On the opposite side, the top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

The table shall be supplied with three intermediate support panels that attach to the underside of the 16' worksurface (no division on the top of the table). The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16". Intermediate supports shall be supplied with a grommet as needed for extending the electrical system through the entire table.

Under each of the four divisions of the table, a shelf 24" deep shall be supplied. Each shelf should be placed 3" away from the back panel (for ventilation) and 12" above the floor. The shelves shall be attached to the end panels and to the intermediate panels.

Initials of Bidder: WM

Back/modesty panel: the table shall have a back panel constructed of ¾" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width between the end panels. The top of the back panel will end at the same height as the top. The top and bottom edges of the back panel shall be banded with 1/8" solid oak. The bottom of the back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system with 16 outlets (8 duplex outlets).

Price per each: $ 3,610.54 **Extended Price: $** 3,610.59

Item No. **Quantity**

C-15 1

General Description

Self-check table, second floor, 12' X 36" X 29" high

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same construction as C-14 above, except table will include two intermediate panels and three shelves below the worksurface. The table shall be supplied with an electrical system with 12 outlets (6 duplex outlets).

Price per each: $ 3,505.00 **Extended Price: $** 3,505.00

Item No. **Quantity**

C-16 1

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

General Description

Children's self-check table, 4' X 4' X 27" high

(Worden Academy series or equivalent)

Initials of Bidder: WM

Detailed Specifications

Same construction as C-14 above, except table will have no intermediate panels and one shelf below the worksurface. No electrical system or wire management required. The table is intended to hold one self-check station for children's use.

Price per each: $ 2337.22 **Extended Price: $** 2,337.22

Item No.	Quantity
C-17	1 (See sketch provided with the bid document.)

General Description

Circulation Desk

Finishes: see below.

Detailed Specifications

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

The desk shall be supplied with a ¾" thick granite slab top specified as "Black Galaxy." Pricing for the granite can be obtained from a local stone company:

Stone Marketing International, Inc.
2095 Afton
Houston, TX 77055
Phone: 713-956-1616 or 800-245-9556
Fax: 713-956-4808

Price the desk with a recessed 6" high toekick on the public side of the desk that is faced with granite to match the top of the desk. All units on the working side of the desk shall have a closed base painted black except for kneespace units.

The vendor awarded this section shall be responsible for furnishing, delivering, and installing all parts of the circulation desk, including the interior modules, any sub-top or shell needed, the granite top and base, the painted toekick, and two veneered end panels.

Initials of Bidder: WM

The desk front shall be finished with book matched or slip matched oak veneer panels. The overall depth of the desk including the granite top shall be a maximum of 36". The desk shall be designed to allow a minimum of 28" of clear space from the staff side edge of the top to the edge of the grommets for power and data cords. (The overall depth of the desk may be reduced during the shop-drawing phase.)

Provide a maximum of two grommets per module, except for the corner modules, for a maximum total of 18 grommets. Grommets will be field-cut. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The desk shall be supplied with an electrical system as described in the general specifications for electrical systems. The electrical system shall provide a maximum of 36 outlets to the desk (18 duplex outlets or equivalent).

In designing the cabinet units, note that the overall height of the desk, with the granite top, shall be 39"or 32". All exposed edges of the granite shall be polished. The front edge of the granite shall extend 1" over the front of the desk. The granite shall have a bullnose edge.

All edges on the working side of the desk, except the top, shall be banded with 3/8" solid oak.

The desk shall include the following modules numbered from right to the left on the working side of the desk, as well as two end panels. (Note: basic modules are similar to those at Cinco Ranch Branch, Fort Bend County Libraries, Texas)

End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

End panel.

Module 1: 36" wide X 36" deep X 39" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

Module 2: 36" wide X 36" deep X 39" high. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 4: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on the working side.

Initials of Bidder: NM

Module 5: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 6: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 7: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 8: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 9: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf .

Module 10: 36" wide X 36" deep X 39" high. Closed curved corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 11: 36" wide X 36" deep X 32" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

End panel

Price per each: $14,683.11 **Extended Price:** $ 29,366.22

Item No.	**Quantity**
C - 18	2

General Description

Custom closed cabinets to match circulation desk, 2 units, each 10' long X 24" deep X 39" high. Cabinets and top faced with veneer to match circulation desk. Cabinets shall have adjustable shelves on the interior. Hardware to be selected. (Worden Academy series or equivalent)

Initials of Bidder: WM

Price per each: $4,101.60 **Extended Price:** $8,203.20

Grand Total for all items in Section 3: $176,841.80

15.0 SECTION 4: CUSTOM WOOD TOPS AND END PANELS FOR STEEL SHELVING (End panels not shown on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer. Fabrication and installation of custom wood tops and end panels shall be coordinated with the shelving vendor.

Item No.	Quantity
EP-1	1 lot as follows.

Quantity	Nominal Size
48	90" X 24" double-faced (for shelving S-1)
16	90" X 20" double-faced (for shelving S-2)
28	66" X 20" double-faced (for shelving S-3 and S-16)
6	42" X 24" double-faced (for shelving S-4)
4	90" X 12" single-faced (for shelving S-5)
8	42" X 12" single-faced (for shelving S-6 and S-15)
6	66" X 24" double-faced (for shelving S-9 and S-10)
2	42" X 10" single-faced (for shelving S- 11)
4	78" X 20" double-faced (for shelving S-13)
2	66" X 12" single-faced (for shelving S- 14)
2	78" X 24" double-faced (for shelving S-12)

Detailed Specifications

End panels shall be 1 3/16" thick three-ply particleboard construction with select grade "A" oak veneer face and select grade "B" oak veneer on the back. Front face veneer shall be book matched or slip matched and balanced. The vertical edges shall be banded with 1/8" solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak, blind tenoned, splined or doweled to the panel. Top and bottom bands shall lap vertical bands. All edges and corners shall be radiused 1/16". It shall be the responsibility of the successful vendor to coordinate with the shelving vendor to insure proper fit of the end panels.

Price for lot: $61,909.20

Initials of Bidder: WM

Item No.	Quantity
Top	1 lot in the following sizes.

Quantity	Nominal Size
3	24" wide X 18' long (For double-faced picture book shelving by little kids seating area: top in Nevamar, Celestial Textured, SV0001; middle top in Nevamar, Green Tea Textured, SG0002; top by juvenile seating in Nevamar, Celestial Textured, SV0001)
2	12" wide X 27' long (For single-faced picture book shelving both tops in CelestialTextured, SV0001)
1	12" wide X 12' long (Shelves behind children's reference desk, top in Green Tea Textured, SG0002)

General Description

Custom tops for 42"-high steel shelving

Detailed Specifications

Tops shall be constructed of 1 ¼", three-ply particleboard with .050" high pressure laminate face and .028" backer on the underside. The exposed edges shall be banded with 5/8" thick solid oak, tenoned and splined flush to the laminate. No reveals or vein lines permitted. All edges shall be slightly radiused on the top and bottom.

The underside of the tops shall have a 1" thick black hardwood blocking at all canopy bracket locations. Blocking will be glued and pinned in place. Tops shall be secured to steel shelving by means of screws.

Price for lot: $ 3,954.30

Grand Total for all items in Section 4: $ 65,863.50

16.0 SECTION 5: ADULT READING CHAIRS (Indicated by CA- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
CA-1	111

General Description

Adult reading chair, no arms, all wood.

Initials of Bidder: WM

(Worden Academy chair, Buckstaff Tribune chair, or equivalent. Chairs bid as equivalent must be performance tested and type of performance testing done must be included with the bid.)

Detailed Specifications

Specifications for Worden Academy Chair

Armless, oak, 18 3/8" wide X 22 3/8" deep X 33" high. Seat 16 ¾" deep X 18" high

Front legs: the front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Back legs: the back legs shall be solid oak, 1-1/4" x 1-5/8", profiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs.

Front apron: the apron shall be solid oak, 1" x 1-3/4", double doweled and glued flush to the outside face of the front legs and reinforced with corner blocks. The apron shall be drilled and counter-bored for three (3) #10 - 1-3/4 screws for seat attachment.

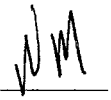
Back apron: The apron shall be solid oak, 7/8" x 3-1/4", profiled and doweled and glued to the back legs.

Side rail: The side rail shall be solid oak, 1" x 1-5/8", double doweled and glued flush to the front and back legs. The side rail shall be drilled and counter-bored for two (2) #10 - 1-3/4 screws for seat attachment.

Stretcher assembly: the assembly shall be solid oak, consisting of two side stretchers, 1-1/4" x 1" doweled or tenoned into front and back legs and three (3) cross stretchers, 1-1/8" x 1", spaced 3-7/8" apart and doweled or tenoned into side stretchers. The header shall be located 9" above and floor and shall be canted 4° toward the rear. The header and stretchers shall be set flush with adjoining members.

Back assembly: the assembly shall consist of top rail and eight slats of solid oak. The top rail shall be 7/8" x 4-1/4", profiled to the desired shape and triple doweled and glued to the back legs. The top edge of the back shall have 1/2" wide rail conforming to back profile and set flush with the back side of back legs. The top rail shall have a 1/16" x 1/16" vein line machined on the inside face and the top at the leg post joint. The slats shall each be 1-1/8" x 5/8" profiled and tenoned flush to the inside face of the top rail and back apron. The cord line of the back pitch shall be 106° and the included angle with the seat 102°.

Wood seat: The seat shall be solid oak, 1-3/16" thick, machined to the profile and sight line extensions of adjoining parts and saddled 13/16" deep. The bottom perimeter and back edge of the seat shall have a 1/8" x 1/8" vein line. Seat shall be attached by means of #10 x 1-3/4 wood screws, counter-bored in the apron and side rails.

Initials of Bidder: 

GLIDES: All chairs shall have 3/4" plastic nail glides.

Performance tested as per *Library Technology Reports*, March-April 1995, "Library Chairs, An Overview of the LTR Tests Methods with Test Reports on 30 Chairs."

Specifications for Buckstaff Tribune chair

Armless, all wood, seat width 19 ½", seat depth 17 ½", seat height 18", overall width 19 ½", overall height 34 ½", overall depth 22". Constructed in solid oak.

Backposts shall be shaped from 1 7/16" thick two-ply laminated panels of solid oak stock. They shall taper from a 1 5/8" dimension near the back rail to 1 3/8" at the top and 1 5/16" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

Front rail shall be constructed from 3/4" thick X 1 7/8" wide solid stock and shall be secured to the front leg with double dowels and glue.

Side rails shall be constructed from 3/4" X 2" wide solid stock. They shall be secured to each back post with a dowel and glue and shall be reinforced with a 1/4"-20 X 4 1/4" machine screw which shall pass through the back post and thread into a steel insert embedded in the side rail. The side rails shall be doweled and glued to the front legs. The front, back, and side rails shall form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be secured to the frame with two #12 X 1" wood screws and a #12 X 3" wood screw into the front legs.

Back rail shall be bent laminated veneer construction 1 1/8" thick X 3 3/4" wide, secured to the back post with double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 X 3" wood screws which shall pass through the back rail at an angle and into the back posts.

Top back rail shall be bent laminated veneer construction 1 1/8" thick X 4" wide, secured to the back post with double dowels, pinned and glued. The top of the rail shall be shaped to a 37 7/8" radius. The top shall also be parallel to the ground.

Back upright slats shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. Six back upright slats shall be used and secured to the top back rail by means of glued ½" diameter chucks and secured to the back rail by means of glued and pinned ½" diameter chucks.

Front legs shall be constructed of 1 3/4" square solid stock. The two outside surfaces shall taper to form a 1 1/4" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

Initials of Bidder: WM

Side stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. The side stretchers shall be secured to the front leg and back post with 5/8" diameter chucks, pinned and glued.

Center stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. Two center stretchers shall be used and shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

Wood seats shall be constructed of edge-glued pieces of solid stock, 1 1/8" thick X not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2 ½" #12 wood screws with 1/4" washers which pass through a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets and 5/8" #10 sheet metal screws.

Trim shall consist of 7/8" diameter plastic glides.

Price per each: $ 230.66

Grand Total for all items in Section 5: $ 25,603.26

17.0 SECTION 6: CHILDREN'S READING CHAIRS AND STOOLS (Indicated by K- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	**Quantity**
K-1	8

General Description

Children's reading chairs, slat back, all wood, similar style to adult reading chairs (CA-1).

(Worden Rhodes series or equivalent)

Detailed Specifications

The front legs shall be solid oak, 1-1/4" x 1-5/8", set 90^0 in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Initials of Bidder: WM

The back legs shall be solid oak, 1-1/4" x 1-7/8", steam bent and xprofiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs. The legs shall be further reinforced by a screw counter-bored into the outside face of the leg and covered with flush oak grain plug.

The front apron shall be solid oak, 1" x 1 11/16", doweled and glued flush to the front legs and reinforced with corner blocks. The apron shall recessed from the outside face of the legs. The apron rail shall be drilled and counter-bored for #10 screws for seat attachment. Bottom edges shall be eased to eliminate sharp corners.

The back apron shall be solid oak, 1" X 3 7/16", steam bent and profiled and doweled and glued to the back legs and reinforced with corner with corner blocks.

The side rail shall be solid oak, 1" x 1 11/16", double doweled and glued flush to the front and back legs. The rail shall be canted 4 degrees to the rear. The side shall be counter-bored for two (2) #10 - 1-3/4 screws for seat attachment. Hole clearance shall be elongated to allow seat expansion and contraction. Bottom edges shall be eased to eliminate sharp corners.

The stretcher assembly shall be solid oak, consisting of two side headers, 1" x 1" tenoned into front and back legs with an integral chuck and two cross stretchers, 3/4" x 1", tenoned to the side stretchers with integral chucks. The chucks shall be pinned from the underside. The side headers shall be located 9" above the floor and shall be canted 4^{o} toward the rear. The cross stretchers shall be centered so that the stretcher does not interfere with legroom. The header and stretchers shall be recessed from adjoining members.

The back assembly shall consist of top rail and seven slats of solid oak. The top rail shall be 1" x 3-1/4", profiled to the desired shape and doweled and glued flush to the inside of the back legs. The slats shall each be 1 1/16" x 11/16" steam bent and tenoned to the top rail and back apron. The slats shall be recessed from the inside face of the top rail and back apron. The cord line of the back pitch shall be 106^{o} and the included angle with the seat 102^{o}.

The seat shall be solid oak produced from 5/4 stock and saddled to a desired contour. The saddle shall be ½" deep extending to no greater than 1" from the back edge, The seat shall overhang the front and side aprons and shall be gained into the back apron. The front edge of the seat shall have a ¼" radiused waterfall comfort edge. The seat shall be attached by means of #10 wood screws screwed from the underside of the front and side aprons.

All chairs shall have resilient cushioned nickel plated steel nail glides.

Price per each: $ 211.00 **Extended Price: $** 1,688.00

Item No.	Quantity	
K-2	20	(4 not shown on plan)

Initials of Bidder: WM

General Description

Children's stools, all wood, 17" wide X 16" deep X 16" high, sled base

(Community Class Act, Model No. X17A or equivalent)

Detailed Specification

All joints shall be connected with two hardwood spiral grooved dowels and glue. Front post, back post, and sled runners shall be made from 1¼" lumber. All rails and stretchers shall be made from 1" lumber. The rails shall be secured by a corner block, glue, and screws at each joint. A #12 x 3" steel machine screw shall be used for further strength and durability. The solid wood seats shall be connected together with high-grade glue and shall double-saddled and rounded.

Price per each: $ 128.52 **Extended Price: $** 2,570.40

Grand Total for all items in Section 6: $ 4,258.40

18.0 RECAP OF PRICING:

Total for Section 1: $ 145,939.92

Total for Section 2: $ 57,886.44

Total for Section 3: $ 176,841.80

Total for Section 4: $ 65,863.50

Total for Section 5: $ 25,603.26

Total for Section 6: $ 4,258.40

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: WM

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of March, 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 Cultural Surroundings (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Furnishings for Sienna Library** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Nicole McKenzie
Signature of Contractor

By: Nicole McKenzie Principal
Printed Name and Title

09-039

CULTURAL SURROUNDING'S PARTIAL REFERENCE LIST

DECATUR PUBLIC LIBRARY, 2008
1700 Hwy 51 South
Decatur, TX 76234
CONTACT: Cecilia Hurt
Library Director
940-627-5512 PH
CONTRACT TOTAL: @$120,000.00

- Worden Twain Tables
- Worden MWS Computer Work Stations
- Worden Tombstone End Panels
- Worden Whitman Chairs
- Library Bureau Shelving

HOUSTON PUBLIC LIBRARY, 2007
LOOSCAN BRANCH
2510 Willowick
Houston, TX 77027
CONTACT: Carter Roper
Facilities Division Manager
832-393-1360 PH
CONTRACT TOTAL: @$158,000.00

- Worden Twain Tables
- Worden Twain Carrels
- Worden Twain End Panels
- Worden Whitman Chairs
- M.J. Industries Welded Frame Shelving

TRINITY UNIVERSITY, 2007
COATES LIBRARY
715 Stadium Drive
San Antonio, TX 78212-7200
Contact: Diane Graves
Head Librarian
210-999-8166 PH
210-999-8182 FX
CONTRA CT TOTAL: @$300,000.00

- Worden deGilde Workstations
- Worden Pavilion Workstations
- Worden deGilde End Panels for Steel Shelving
- Worden Amercan Classics Lounge Seating
- M.J. Industries System 3000 Steel Shelving
- Charles Alan Lounge Seating

CULTURAL SURROUNDING'S PARTIAL REFERENCE LIST

FT. BEND COUNTY LIBRARY, 2003
CINCO RANCH BRANCH LIBRARY
2620 Commercial Center Blvd
Katy, TX 77494
Contact: Carol Brown
Library Director
281-342-4455PH
CONTRACT TOTAL: @$76,000.00

- M.J. Industries Welded Frame Shelving

TRINITY UNIVERSITY, 2003
COATES LIBRARY
715 Stadium Drive
San Antonio, TX 78212-7200
Contact: Diane Graves
Head Librarian
210-999-8166PH
210-999-8182 FX
CONTRA CT TOTAL: @$600,000.00

- Worden deGilde Workstations
- Worden Pavilion Workstations
- Worden deGilde End Panels for Steel Shelving
- Worden Amercan Classics Lounge Seating
- Eurobib Gothia Wood and Steel Shelving
- Bernhardt Lounge Seating

CULTURAL SURROUNDINGS' 2007-2006 REFERENCE LIST

AUSTIN PUBLIC LIBRARY SYSTEM, 2007
SPICEWOOD SPRINGS BRANCH
800 Guadalupe Street
Austin, TX 78768
CONTACT: John Gillum
Facilities Division Manager
512-974-7495 PH
CONTRACT TOTAL: @$40,000.00

- BCI Opal Tables
- Worden CD/DVD CASES

HOUSTON PUBLIC LIBRARY, 2007
LOOSCAN BRANCH
2510 Willowick
Houston, TX 77027
CONTACT: Carter Roper
Facilities Division Manager
832-393-1360 PH
CONTRACT TOTAL: @$158,000.00

- Worden Twain Tables
- Worden Twain Carrels
- Worden Twain End Panels
- Worden Whitman Chairs
- M.J. Industries Steel Shelving

UNIVERSITY OF NORTH TEXAS, 2007
WILLIS LIBRARY
University of North Texas
Denton, TX
CONTACT: Lou Ann Bradley
Assistant Director
940-565-2415 PH
CONTRACT TOTAL: @$358,509.00

- Worden Diametron Tables
- Worden Diametron Study Carrels
- Worden Marlborough End Panels
- Worden CRI Circulation Desk

CULTURAL SURROUNDINGS' 2007-2006 REFERENCE LIST

TRINITY UNIVERSITY, 2007
COATES LIBRARY 4TH FLOOR
715 Stadium Drive
San Antonio, TX 78212-7200
Contact: Diane Graves
Head Librarian
210-999-8166 PH
210-999-8182 FX
CONTRA CT TOTAL: @$428,949.00

- Worden classis Settees
- Worden 400 Series Occasional Tables
- Worden Alcott Reader Tables
- Worden My spot Lounge Chairs
- Worden deGilde End Panels for Steel Shelving
- Worden American Classics Lounge Seating
- M.J. Industries System 3000 Steel Shelving
- Charles Alan Lounge Seating

PLANO PUBLIC LIBRARY, 2007
W.O. Haggard Branch Library
2501 Coit Road
Plano, TX 75075
Contact: Eddy Davis
Architect PSA Dewberry
214-692-6115PH
CONTRACT TOTAL: @$145,321.00

- Estey Welded Frame Shelving
- Worden CRI Circulation Desk
- Custom End Panels
- Custom Tables

RICHARDSON PUBLIC LIBRARY, 2006
MAIN LIBRARY
900 Civic Center
Richardson, TX 75080
Contact: Jane Shelton
972-744-4350PH
CONTRA CT TOTAL: @$189,7421.00

- Custom End Panel s
- BCI Mezitta Computer Tables
- Worden CRI Circulation Desks
- Library Bureau Steel shelving

Client#: 110416 CULTUSURR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/08

PRODUCER
CNA Sales & Service Center
PO Box 946580
Maitland, FL 32794-6580
877 724-2669

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Transportation Insurance Company	
INSURER B: Continental Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Cultural Surroundings Co
5600 West Lovers Lane
Suite 116, Pmb 393
Dallas, TX 75209

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	2084353750	08/01/08	08/01/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY PRO-JECT X LOC					
A		AUTOMOBILE LIABILITY	2084354025	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	2088109140	08/01/08	08/01/09	EACH OCCURRENCE	$1,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$1,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $10000					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

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
Christine Siggee

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

10/23/2008

PRODUCER (800)524-7024 FAX (800)524-4013
Automatic Data Processing Insurance Agency, Inc
1 ADP Boulevard
Roseland, NJ 07068

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Compensation Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED Cultural Surroundings Co.
5600 W. Lovers Lane
Suite 116 PMB 393
Dallas, TX 75209
214-742-2407

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EIG110057400	08/01/2008	08/01/2009	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

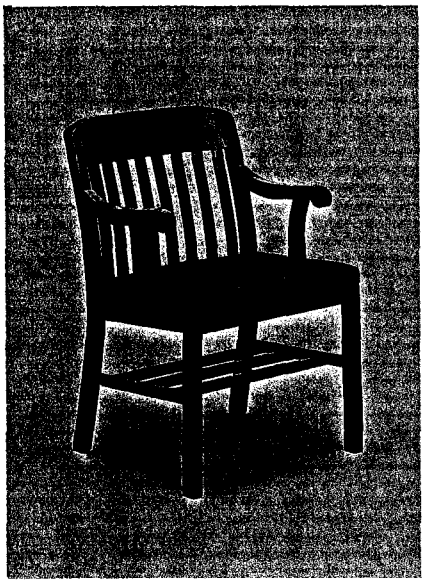
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rudy Pena/ADRIAN

©ACORD CORPORATION 1988

AS PER ORIGINAL

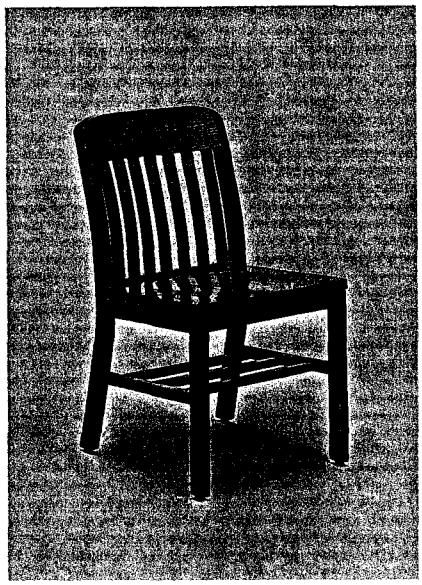


Model 701 Arm



701A *701C*

Width	*21 5/8*
Depth	*22 1/2*
Height	*33*
Seat Width	*21 1/2*
Seat Depth	*17 1/2*
Seat Height	*18*
Arm Height	*26*
COM Yardage	*3/4*

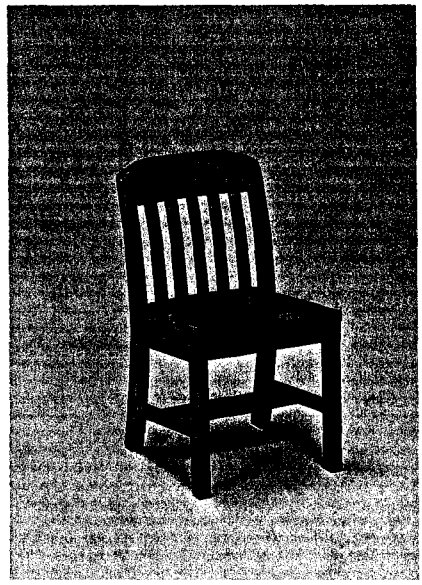


Model 703 Armless



703A *703C*

Width	*18 1/8*
Depth	*22*
Height	*33*
Seat Width	*18 1/8*
Seat Depth	*16 3/4*
Seat Height	*18*
COM Yardage	*5/8*



Model 706 Teen



706A *706C*

Width	*15 1/4*
Depth	*15 3/4*
Height	*28*
Seat Width	*15 1/4*
Seat Depth	*12 3/4*
Seat Height	*16*
COM Yardage	*3/4*

COMMUNITY

PO Box 231 Jasper, Indiana 47547-0231
800-622-5661 or 812-482-3204 Fax 812-482-1548

Form No. C-CSEME96

A Division of Jasper Seating Company, Inc.

Upholds senior thesis researchers.

-Anthropology Lab, Loyola University New Orleans, Louisiana

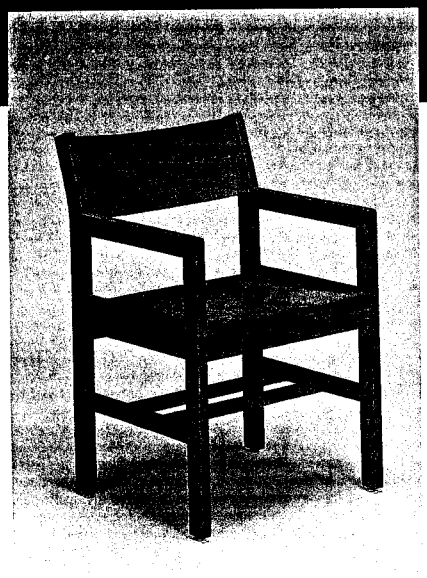
Prolongs the attention of 4-year olds.

-Storytelling Hour, Wyandotte Public Library, Wyandotte, Michigan

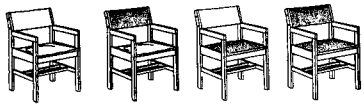
Endures the romance of Luke and Laura.

-Student Lounge Soap Opera Hour, Purdue University, West Lafayette, Indiana

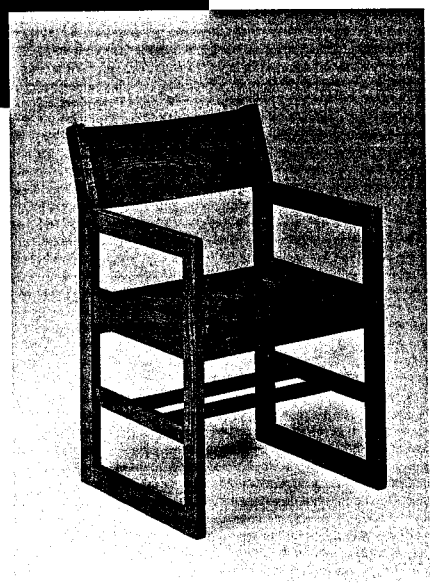
AS PER ORIGINAL



Model 11 Adult Arm (18" SH)



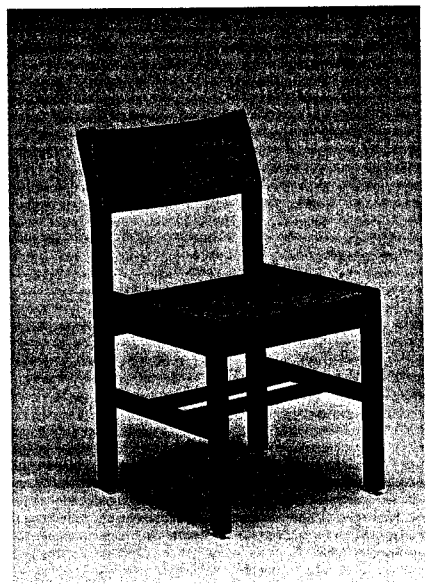
11A *11B* *11C* *11D*



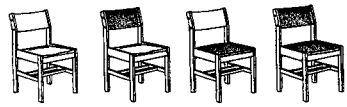
Model 12 Adult Arm Sled (18" SH)



12A *12B* *12C* *12D*



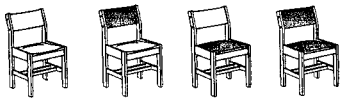
Model 18 Adult Armless (18" SH)



18A *18B* *18C* *18D*



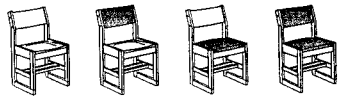
Model 16 Teen Armless (16" SH)



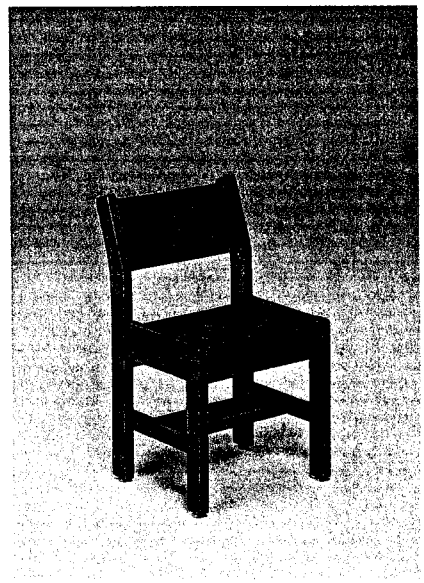
16A *16B* *16C* *16D*



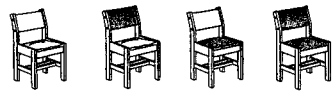
Model 17 Teen Armless Sled (16" SH)



17A *17B* *17C* *17D*

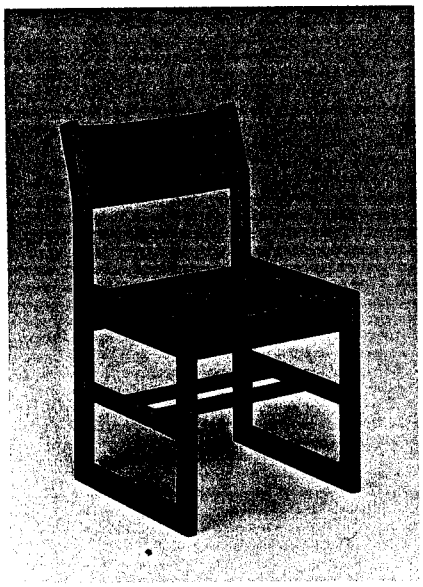


Model 14 Child Armless (14" SH)

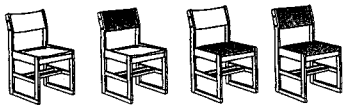


14A *14B* *14C* *14D*

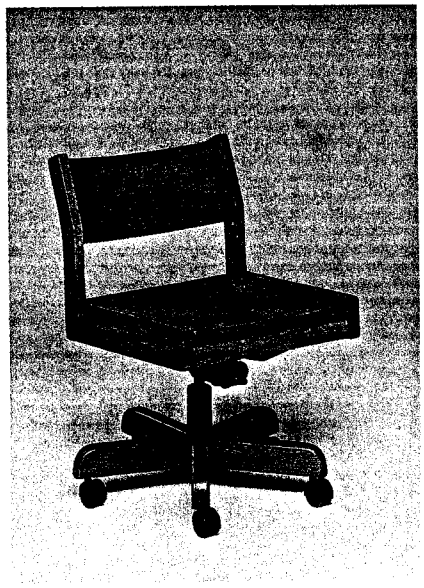
AS PER ORIGINAL



Model 19 Adult Armless Sled (18" SH)



19A *19B* *19C* *19D*



Model 22 Armless Swivel



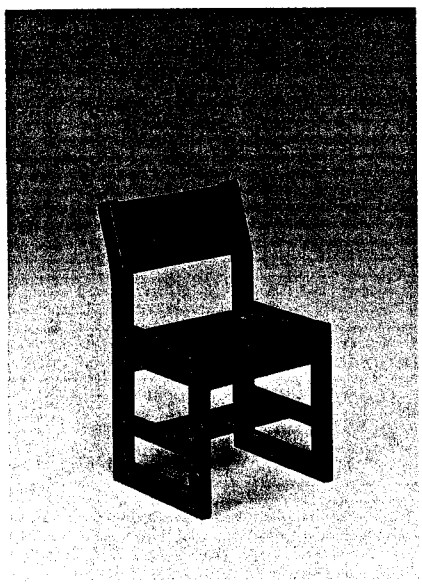
22A *22B* *22C* *22D*



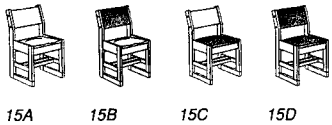
Model 24 Swivel Stool



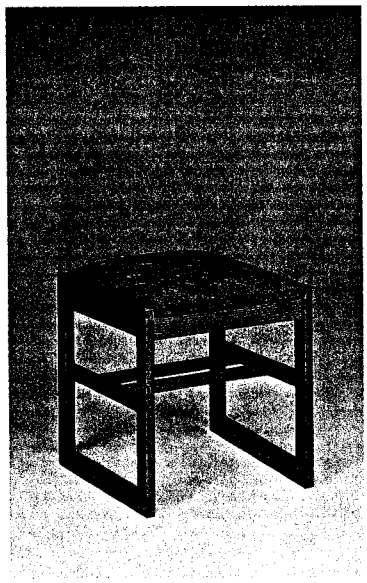
24A *24B* *24C* *24D*



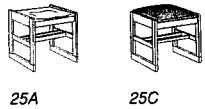
Model 15 Child Armless Sled (14" SH)



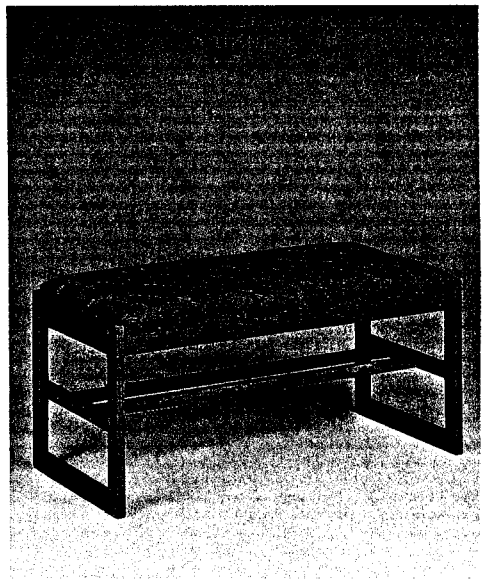
15A *15B* *15C* *15D*



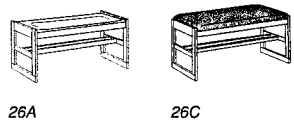
Model 25 Bench



25A *25C*

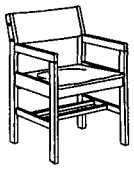


Model 26 Bench



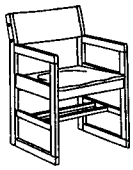
26A *26C*

Model 11 Adult Arm



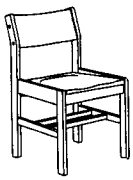
Width	21
Depth	20
Height	32 1/4
Seat Width	19
Seat Depth	18
Seat Height	18
Arm Height	25
COM Yardage	2/3 Model 11B 3/4 Model 11C, 11D

Model 12 Adult Arm Sled



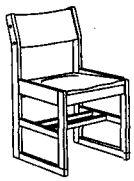
Width	21
Depth	20
Height	32 1/4
Seat Width	19
Seat Depth	18
Seat Height	18
Arm Height	25
COM Yardage	2/3 Model 12B 3/4 Model 12C, 12D

Model 18 Adult Armless



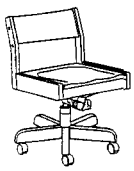
Width	19
Depth	20
Height	32 1/4
Seat Width	17
Seat Depth	18
Seat Height	18
COM Yardage	2/3 Model 18B 3/4 Model 18C, 18D

Model 19 Adult Armless Sled



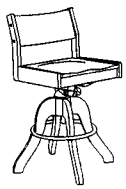
Width	19
Depth	20
Height	32 1/4
Seat Width	17
Seat Depth	18
Seat Height	18
COM Yardage	2/3 Model 19B 3/4 Model 19C, 19D

Model 22 Swivel



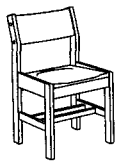
Width	19
Depth	24
Height	30-33
Seat Width	17
Seat Depth	18
Seat Height	16-19
COM Yardage	2/3 Model 22B 3/4 Model 22C, 22D

Model 24 Swivel Stool



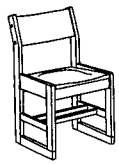
Width	22
Depth	22
Height	44-47
Seat Width	17
Seat Depth	18
Seat Height	31-34
COM Yardage	2/3 Model 24B 3/4 Model 24C, 24D

Model 16 Teen Armless



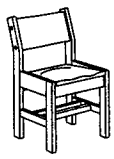
Width	17
Depth	16
Height	28
Seat Width	15
Seat Depth	14
Seat Height	16
COM Yardage	2/3

Model 17 Teen Armless Sled



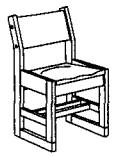
Width	17
Depth	16
Height	28
Seat Width	15
Seat Depth	14
Seat Height	16
COM Yardage	2/3

Model 14 Child Armless



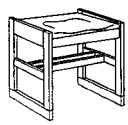
Width	15
Depth	14
Height	26
Seat Width	13
Seat Depth	13
Seat Height	14
COM Yardage	2/3

Model 15 Child Armless Sled



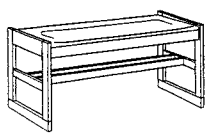
Width	15
Depth	14
Height	26
Seat Width	13
Seat Depth	13
Seat Height	14
COM Yardage	2/3

Model 25 Bench



Width	19
Depth	19
Height	19
Seat Width	17
Seat Depth	19
Seat Height	19
COM Yardage	3/4

Model 26 Bench



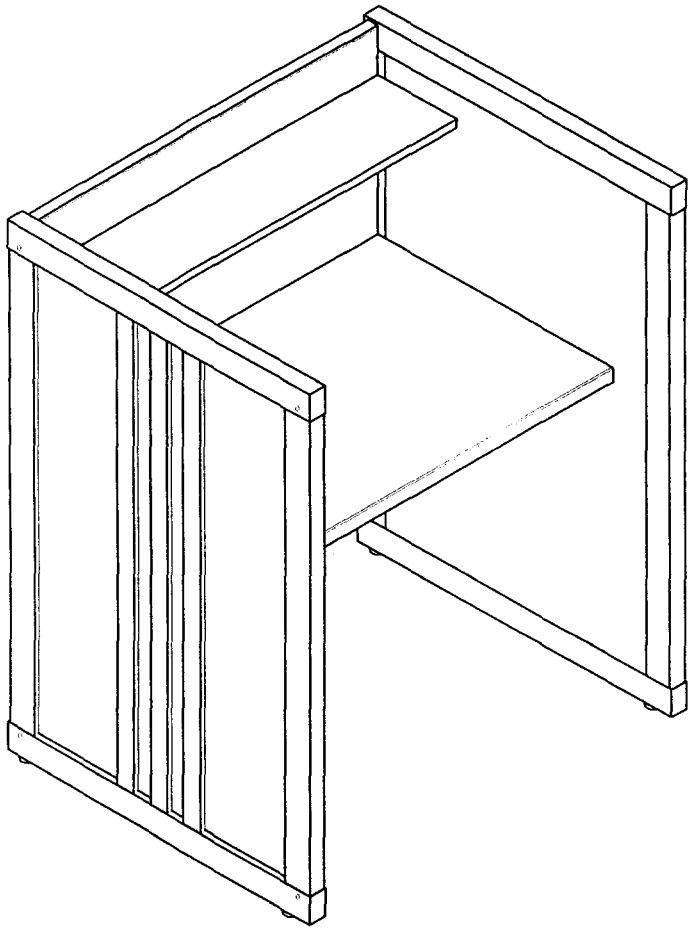
Width	48
Depth	19
Height	19
Seat Width	48
Seat Depth	19
Seat Height	19
COM Yardage	3/4

COMM•UNITY

932 Mill Street Jasper, Indiana 47546
PO Box 231 Jasper, Indiana 47547-0231
800-622-5661 or 812-482-3204 Fax 812-482-1548

Form No. C-BRCLA98

A Division of Jasper Seating Company, Inc.



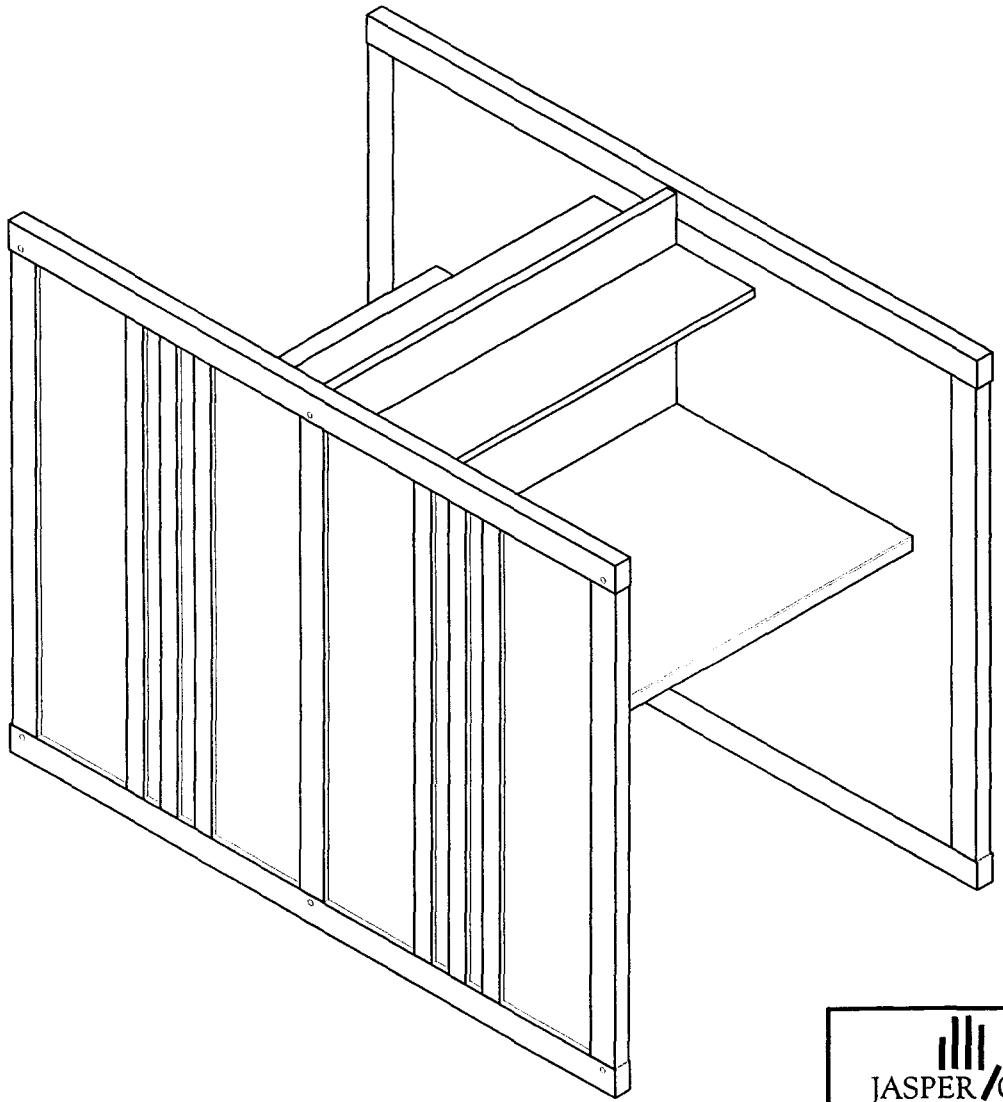
JASPER / GROUP
JSI · COMMUNITY · KLEM

SF-SC-38
STUDY CARREL – SINGLE FACE
38 3/8"w x 32"d x 48"h

225 CLAY STREET
JASPER, INDIANA 47547
888-440-8205
www.jaspergroup.us.com

DRAWN	BGHII	4 FEB 09
APPROVED	DRAWING NO.	SF-SC-01
SCALE	N/A	

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SF-SC-38DF

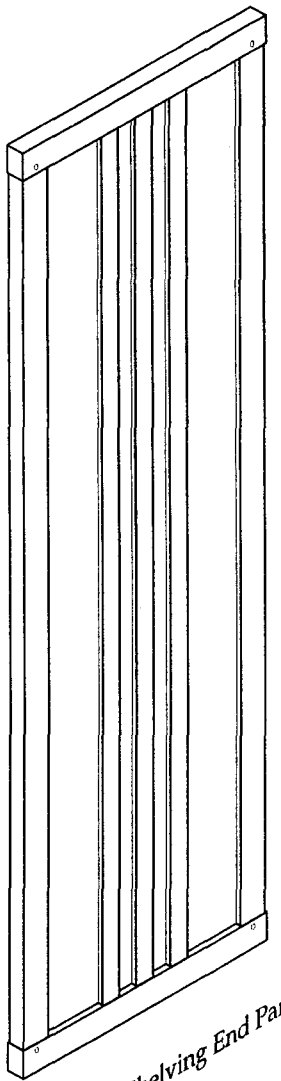
STUDY CARREL – SINGLE FACE

38 3/8"w x 62"d x 48"h

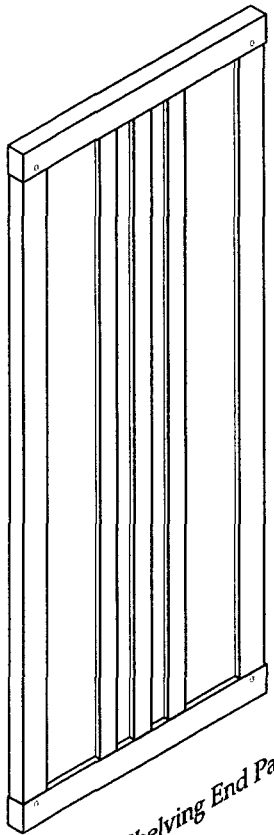
225 CLAY STREET
JASPER, INDIANA 47547
888-440-8205
www.jaspergroup.us.com

DRAWN	BGHII	4 FEB 09
APPROVED	DRAWING NO.	SF-SC-02
SCALE	N/A	

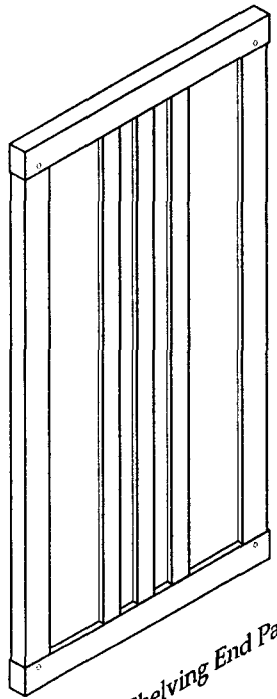
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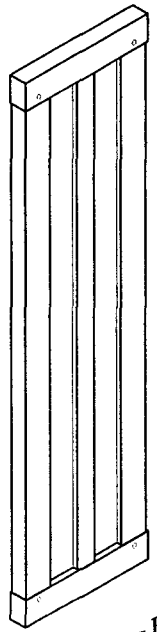
2482DF Shelving End Panel



2460DF Shelving End Panel



2442DF Shelving End Panel



1242SF Shelving End Panel

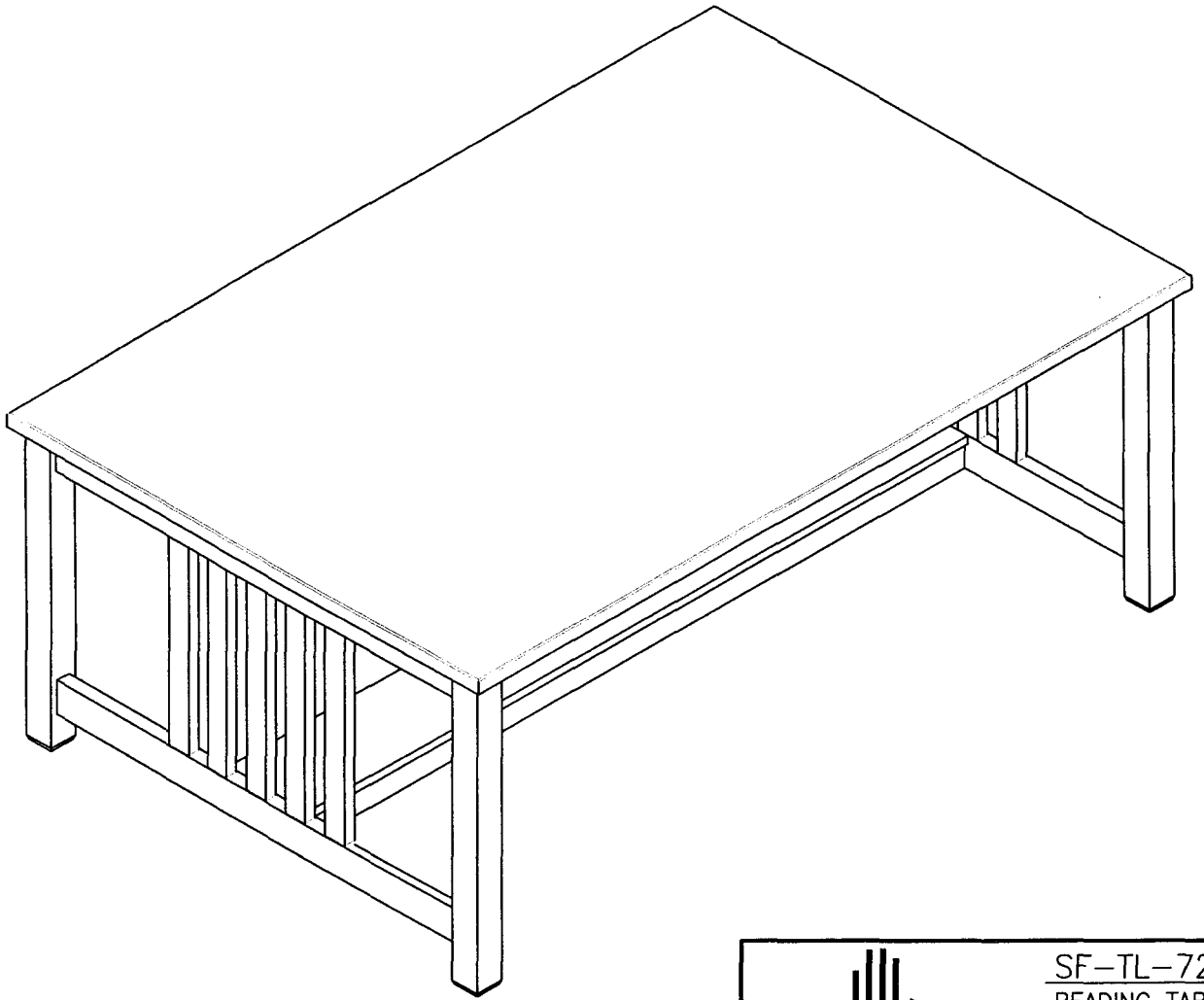
JASPER GROUP
JSI · COMMUNITY · KLEM

SF-SEP-
SHELVING END PANELS
DF & SF HIGH & LOW SHELVING

225 CLAY STREET
JASPER, INDIANA 47547
888-440-8205
www.jaspergroup.us.com

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APPROVED	DRAWING NO.	SF-SEP-01
SCALE	N/A	

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SF-TL-7248
READING TABLE
48"W x 72"L x 29"H

225 CLAY STREET
JASPER, INDIANA 47547
888-440-8205
www.jaspergroup.us.com

DRAWN	BGHII	4 FEB 09
APPROVED	DRAWING NO. SF-TL-02	
SCALE	N/A	

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Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Furnishings for Sienna Branch Library
BID 09-039

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.

LIBRARY DESIGN SYSTEMS, INC.
Legal Name of Contracting Company

ROBERT G. WILLIAMS
Contact Person

PO BOX 750757, HOUSTON TX 77275
Complete Mailing Address

713-869-4075 713-869-4168
Telephone Number Facsimile Number

rwilliams@LDSgroupUSA.com
Email Address

1/22/09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Furnishings for Sienna Branch Library
for Fort Bend County
BID 09-039

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, February 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-039
Furnishings

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: 01/06/09
Issued: 01/14/09

Vendor Information

LIBRARY DESIGN SYSTEMS, INC.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-869-4075 — Telephone Number
713-869-4168 — Facsimile Number

PO BOX 750757
Complete Mailing Address (for Correspondence)

HOUSTON, TX 77275
City, State and Zip Code

SAME AS ABOVE
Complete Remittance Address (if different from above)

City, State and Zip Code

ROBERT G. WILLIAMS - PRESIDENT
Authorized Representative and Title (printed)

rwilliams@LDSgroupUSA.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: RW

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: DW

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) or more vendors furnishings for Sienna Branch Library, which meets or exceeds the specifications contained herein.

Initials of Bidder: 

4.0 DELIVERY:

See Section 9.9.

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 INSURANCE:

6.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

6.2.1 Workers Compensation: See Section 8.0.

6.2.2 Employer's Liability: $500,000

6.2.3 General liability including:

6.2.3.1 Premises/Operations
6.2.3.2 Products/Completed Operation
6.2.3.3 Contractual
6.2.3.4 Owner's Protective
6.2.3.5 Personal Injury/Advertising Liability
6.2.3.6 Mobile Equipment

6.2.4 General liability limits shall be equal to or greater than:

Initials of Bidder: _____

6.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

6.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

6.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

6.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

6.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

6.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

7.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 8.2 below, setting forth the status of each matter, the schedule or

Initials of Bidder: _____

planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

7.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

Initials of Bidder: _____

7.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

7.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

8.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

8.1 Definitions:

8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Initials of Bidder: DO

8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the 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.

8.2 The 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 the contractor providing services on the project, for the duration of the project.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

8.5.2 No later than seven days after receipt by the 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.

8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.8 The 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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;

8.9.2 Provide the 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;

8.9.3 Provide the 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;

8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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;

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

Initials of Bidder: _____

8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

9.0 GENERAL INFORMATION AND REQUIREMENTS:

9.1 The bid document includes six (6) sections:

Section 1:	Steel shelving
Section 2:	Adult and children's wood reading tables, carrels, and atlas stand
Section 3:	Circulation desk, adult reference desk, children's reference desk, small reference desks, and computer workstations
Section 4:	Custom wood tops and end panels for steel shelving
Section 5:	Adult reading chairs
Section 6:	Children's reading chairs and stools

9.2 Bidders are invited to bid on any one, two, three, four, five, or all six sections. Bids must include a minimum of one complete section. Partial bids of any one section shall not be considered an acceptable bid for that section. Bids for each section shall include all costs to furnish, deliver, and install all items according to the specifications.

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9.3 A furniture plan showing the relative location of the items to be bid is attached to the bid document. In the event of a discrepancy between the quantity of items in the written specifications and the furniture plan, bid the quantity indicated in the written specifications.

9.4 Note: Many furniture items shown on the plan are not included in this bid document. Most will be bid later in a document that will cover furnishings for offices, workrooms, and meeting areas, as well as lounge chairs and occasional tables.

9.5 In order to be considered for award of a contract by the County the following documents must be submitted with the Bid Form(s) at the time of submission:

9.5.1 List of proposed sub-contractors to be employed in the work.

9.5.2 Complete pertinent data for evaluation of proposed "equivalent items." Information submitted must include manufacturer's specifications and all other pertinent data provided herein for the referenced items. Information must be supplied either on company's letterhead or in the company's printed literature. Information submitted must include photographs of the alternates offered and samples of finishes.

9.5.3 List of names, addresses, and phone numbers of references to five (5) library projects of similar type and magnitude installed by the bidding company in the last five (5) years.

9.5.4 Certificate of insurance as required in above sections 6.0 and 8.0.

9.6 Subcontractors:

9.6.1 A subcontractor is a person or entity who has a contract, purchase order, or work authorization with the vendor to perform any work at the project premises, or to fabricate, ship, deliver or install any work for the project.

9.6.2 Installation of furniture and shelving shall be done under the supervision of an individual who has previous, satisfactory experience installing the same or similar items produced by the supplying manufacturer.

9.6.3 The vendor shall furnish to the County the names of subcontractors and/or installers for each of the principal portions of the work. The vendor shall not employ any subcontractor or installer to whom the County may have a reasonable objection.

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9.6.4 Contracts between the vendor and the subcontractors shall (1) require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the vendor by the terms of the contract documents, and to assume toward the vendor all the obligations and responsibilities which the vendor, by these documents, assumes toward the County, and (2) allow the subcontractor the benefit of all rights, remedies and redress afforded to the vendor by these contract documents.

9.7 Samples:

9.7.1 In the event that additional information is needed by the County for the evaluation of bids, all bidders of relevant sections of the bid document shall be prepared to supply a sample of the following items upon request by the County, following submittal of bids and prior to the award of contracts. Samples must be the same style/model as that bid; however, samples are not required to have the same color finish as specified here. Samples shall be supplied at no expense to the County. Bidders shall supply requested samples within one week following notification from the County and shall leave the samples on-site to allow for evaluation at least one week after their receipt by the County. The provision of samples upon request is a bid requirement. Vendors who do not supply samples within the required time period will be considered nonresponsive for the relevant section of the bid. Requested samples may include:

- One (1) standard steel shelf with book support. (Section 1)
- One (1) multi-media shelf for steel shelving. (Section 1)
- One (1) removeable backstop for steel shelving (Section 1)
- One (1) adult reading chair. (Section 5)
- One (1) children's reading chair. (Section 6)
- One (1) children's stool. (Section 6)

9.7.2 The vendors awarded the bids for Sections 2 through 6 shall be expected to prepare wood finish samples. Vendors shall supply to the County a maximum of four (4) samples that are a minimum size of 8" X 10".

9.8 Field Measurement and Shop Drawings:

9.8.1 It is the successful vendor's responsibility to obtain and verify all field measurements to assure proper installation of all work. No additional costs shall be charged to the County for modification of furniture required to provide proper installation.

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9.8.2 The County shall notify the vendor and provide additional drawings, if required, of any and all revisions made to the building during general construction that might affect the delivery and installation of furniture to this contract. Notification and/or issuance of revised drawings by the County shall in no way relieve the vendor of responsibility for field measurements to assure proper installation of the work.

9.8.3 Prior to fabrication of items in Sections 2, 3, and 4 the vendor must submit and receive approval of shop drawings. Include sections, details, materials, dimensions, and joinery. Make all shop drawings to scale sufficiently large enough to be clearly read and understood. Provide for review and approval, the number of copies required to be returned, plus three (3). The County will return the designated copies of the drawings following approval. Approval must be received prior to fabrication of the items. Initial shop drawings shall be submitted no more than two (2) months following award of the bid; corrected shop drawings shall be submitted within three (3) weeks following return of the shop drawing to the vendor by the County.

9.9 Furniture and Shelving Delivery Schedule:

9.9.1 The construction dates will be revised as work progresses in the general construction contract. The vendor shall, however, be prepared to furnish all items for the library any time between November 1, 2009 and February 1, 2010. The County reserves the right to adjust this "delivery window" in the event of unforeseen events.

9.9.2 The vendor shall be responsible for all coordination of the delivery of furniture to be provided as required to coincide with the completion of the building. No furniture shall be delivered and stored on site prior to its installation. The vendor shall be responsible for any and all storage of furniture prior to delivery and installation.

9.9.3 All time limits stated here are of the essence of the contract. The vendor shall expedite the work and achieve substantial completion within the contract Time. The date of substantial completion of the work is the date certified by the County when the work is sufficiently complete so that the County can occupy or utilize the work for the use for which it is intended.

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9.9.4 If the vendor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the vendor's control, or by any other cause which the County determines may justify the delay, then the contract time shall be extended by change order, approved by Commissioners Court, for such reasonable time as the County may determine.

9.10 Delivery and Installation:

9.10.1 All items shall be delivered and installed at the following address:

Sienna Branch Library
8411 Sienna Springs Blvd.
Missouri City, Texas 77459

9.10.2 The vendor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

9.10.3 The vendor shall, prior to shipment, delivery, and installation, visit and inspect the project premises in order to confirm the conditions under which the work is to be performed, verify the stage of completion of the project premises, determine the availability of facilities for access, delivery, transportation and storage, and correlate these observations with the requirements of the contract documents.

9.10.4 The vendor shall supervise and direct the work using the vendor's best skill and attention, and shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this contract.

9.10.5 The vendor will ensure that the installers are familiar with all elements of the particular product to be installed, the approved shop drawings, and other relevant specifications, and that installation is done in accordance with the shop drawings, furniture plans, and specifications. It will be the sole responsibility of the vendor to dismantle and re-install incorrectly placed items and to correct installation deficiencies that the County determines are not completed in accordance with the shop drawings and/or furniture plans.

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9.10.6 The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ on the project any unfit person or anyone not skilled in the task assigned them.

9.10.7 The vendor shall be responsible to the County for the acts and omissions of the vendor's employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the vendor.

9.10.8 All delivery and installation shall be made during regular business hours. The vendor or his representative shall be at the job site to accept all deliveries. No drop shipping shall be allowed. Under no circumstances will the County be obligated to receive deliveries. As noted above, deliveries that arrive prior to the installation date must be stored off the premises at no expense to the County.

9.10.9 Work in place that is subject to injury, because of the vendor's operations being carried on adjacent thereto, shall be covered or substantially enclosed for adequate protection. All forms of protection shall be constructed in such a manner such that, upon completion, the protected work will be received by the Library in proper, whole, and unblemished condition. The vendor shall be required to provide protective runways (plastic or other suitable material) on all finished floors throughout the building in areas where furniture is being transported or installed. The vendor shall take all necessary precautions to protect new/existing work in place. All damaged areas shall be repaired by the County to original conditions, and all associated costs shall be deducted from payment due to the vendor.

9.10.10 The vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the vendor shall remove all waste materials and rubbish from and about the Project as well as all tools, installation equipment, machinery and surplus materials.

9.11 Damages to Furniture:

9.11.1 Acceptance of the furniture shall be made by the County only when each item has been installed in its final destination, cleaned, and demonstrated to be in new, undamaged operating condition. The vendor shall be responsible for all furniture and its disposition prior to final acceptance by the County.

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9.11.2 The vendor shall be responsible with the carrier for any concealed damage which might be found when the furnishings are uncrated and/or removed from packing materials and are placed. All minor adjustments, relocation of individual pieces or equipment and similar final corrections shall be executed by the vendor as directed by the County as part of the work under this contract.

9.12 Correction of Work:

9.12.1 The vendor shall promptly correct all work rejected by the County as defective or as failing to conform to the contract documents whether observed before or after substantial completion, and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of one year from the date of substantial completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents. These provisions apply to work done by subcontractors as well as to work done by direct employees of the vendor.

10.0 GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WOOD FURNITURE IN SECTIONS 2, 3, 4, 5 and 6:

10.1 Lumber: All woods used shall be selected from thoroughly air-seasoned stock, free from imperfections and kiln-dried to have a moisture content, at time of assembly, of from 5% to 7%. This moisture content shall be controlled throughout manufacture so that the equipment arrives on the job site at its end-use moisture content.

10.2 Wood species: Unless otherwise specified, all exposed wood shall be Northern Red Oak (Quercus Rubra), free from all detrimental defects and selected for uniform grain and color. All unexposed woods shall be sound hardwoods.

10.3 Core: All cores specified shall meet the following requirements. Determination of the appropriate cores shall be described in the detailed item specifications.

10.3.1 Particleboard core shall be Type 1, Grade M, Class 3 panel, mat-panel conforming to ANSI/A208.1 - 1989 {/ul Wood Particleboard} standard. The panel shall be formed of wood chips, bonded with a water-resistant adhesive. It shall be of medium density between 40 and 50 lbs./cu. ft., having a minimum modulus of rupture of 2400 PSI, a minimum average modulus of elasticity of 400,000 PSI, a face screw-holding capacity of 250 lbs., and edge screw-holding capacity of 225 lbs., and maximum formaldehyde emissions of no more than 0.30 ppm. All tests shall be conducted in accordance with ASTM D1037-87.

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10.3.2 Lumber core material shall be of good grade core stock in random width strips with tight glue joints. The maximum width of the strips shall be 2 ½" to minimize the tendency to warp. Discoloration, sound knots, open defects, if securely patched or filled butt joints, other than at the edges, are permitted. Brashness and doze are not permitted. The bonding agent used to glue up the core stock shall be a Type II, water-resistant resin adhesive, which will retain its strength when subjected to a thorough wetting and drying.

10.4 Face veneers: Exposed face veneers shall be a minimum of 1/36" plain-sliced premium or select grade "A" Red Oak, tight and smooth cut, selected for uniformity, even grain, beauty and color. The face shall be book-matched or slip-matched, sequenced and balanced across a panel. The face shall have the presence of cathedral grain pattern with a good presence of quartered grain on each side of the cathedral. The faces shall be free of wild grain, wild heart, split cathedrals, gross figure, and shall be free of splits, patches, and other detrimental effects. A few scattered pin knots no larger than 1/16" shall be permitted on each leaf of the face. All leaves shall be joined in such a manner as to prevent lap or open joints. No tape or tape residue shall remain from veneer splicing. The bonding agent shall have the same water resistance as the bonding agent used in the lumber core manufacture. Unexposed veneers shall be hardwood veneers except they may be unselected for grain and color.

10.5 High pressure laminate: Worksurfaces shall be .050" thick and used with an appropriate backing sheet not to be less than .028" thickness. Plastic laminate shall be of maximum hardness being resistant to scratches, marring, fading, staining, etc., and shall comply with performance standards set by the National Electrical Manufacturers Association (NEMA LD3 - 1985 - GP20).

10.6 Wood finishing operations: After normal machine sanding operations have been performed, each piece shall be further polished and hand sanded to insure removal of all machine or mill marks. Each piece shall then be thoroughly inspected prior to the application of any finishing materials.

10.7 A selected stain of the desired shade shall be applied to all surfaces requiring stain, paying particular attention to the shading and blending of colors on individual units. After a thorough drying of the stain, a sealer coat shall be applied to secure a bond between the wood and the topcoat. The surface shall then be well sanded before applying a catalytic-type lacquer topcoat.

11.0 SPECIFICATIONS FOR ELECTRICAL COMPONENTS:

11.1 Upon request, bidders shall supply additional information about the electrical system that they are bidding and wire management solutions for all furnishings specified with full electrical systems.

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11.2 All electrical components specified must meet the exact requirements of the Library and shall not be altered. All items which are electrically required to be hardwired to the building power supply shall be connected by a qualified electrician at the Library's expense, but coordinated and under the auspices of the furniture installer. The bidder shall be responsible for insuring adherence to the specified and applicable standards and codes. Evidence which indicates failure to comply will result in a nonresponsive bid.

11.3 Appliance connection: Any equipment (computer, A-V equipment, etc.) which is intended to be placed on or within the furniture in this section of the bid shall electrically be connected and all wires stowed. This obligation only pertains to equipment that is "on hand" at the time of installation and shall not include equipment not yet on site.

11.4 Instruction: The bidder shall be responsible for providing instruction to the Library Director or representative of the Library's choice on the use of any integrated electrical systems in furniture, including how cords must be legally stowed, use of grommets, J channels, etc. In addition, instruction shall include how to electrically balance the system and change circuit designations.

11.5 Electrical system: computer tables and service desks shall be equipped with a three-circuit electrical system. No circuit in the system shall share a neutral. Power distribution shall be configured for eight wires, providing three phase wires, three neutral wires, an equipment ground, and an isolated ground. Wiring shall be copper, #12 AWG minimum size. Each circuit shall have its own neutral; shared neutrals shall be unacceptable. The exact location of power entry for each item shall be verified by the vendor awarded the bid for each section.

11.6 The electrical system shall provide the number of outlets designated for the item in the specifications for the specific item in the bid document. The outlet assembly shall include the duplex outlets rated at 15 amps at the receptacle with 20-amp through power. Circuit designations of the duplex outlets must be capable of being changed without having to change the wiring. All wires shall be 12-gauge except for the shared neutral which shall be 10-gauge to prevent overload. The cable assembly shall terminate at one end with a single or double duplex housing (side-to-side and not back-to-back) and at the other end with a quick connect. The duplex housing shall be molded directly onto a 9/16" diameter trade size oval metallic conduit and shall contain ports for three quick-connect connections. The opposite end of the cable shall have a housing to create a safety loop wire coil to allow cable to expand or bend without placing strain on the wire or terminals. The wire shall be continuous for duplex housing to quick connect. Terminals shall be of three-point contact design to ensure positive contact of mating terminal. All intermediate uprights in computer workstations or other furnishings shall be provided with 3" diameter PVC grommet sleeves.

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11.7 Electrical systems shall be furnished with a power entry assembly which shall consist of a sheet metal raceway and a chase for the height of the worksurface. A second chase shall be supplied for data cables. The chases shall be constructed and banded with the same materials as the end panels. The raceway shall terminate at the bottom with liquid tight BX conduit with fittings to allow hard wiring to a junction box in the floor. The raceway terminates under the work surface with 9/16" oval BX conduit and quick connect connector.

11.8 All machined panel part data shall be stored and retained for a period of fifteen (15) years to produce, upon demand, matched, engineered and precision manufactured parts for assemblies.

12.0 SECTION 1: STEEL SHELVING (Indicated by S- on plan.)

Detailed Specifications:

12.1 Shelving shall be bracket style, welded-frame construction. Wall shelving shall be anchored to the wall. All shelving shall be carefully adjusted to the floor and leveled. Steel book stacks shall be those manufactured by Estey Company, M. J. Industries, Gaylord, Borroughs, Spacesaver, or other welded-frame products that are substantially equal. Acceptable products shall have been tested by an independent laboratory to meet the minimum performance standards of ANSI/NISO Z39.73-1994, Single-Tier Steel Bracket Library Shelving. Bidders shall be prepared to provide testing results of their products upon request by the Library.

12.2 The vendor awarded the bid shall field-measure the building prior to ordering the shelving to ensure that the shelving as specified below will fit correctly.

12.3 Book stacks shall be supplied in a color that matches MJ Industries #1210 Autumn White. Upon request, the selected vendor shall supply three (3) steel samples of the color for approval, prior to fabrication of the shelving.

12.4 Shelving vendor shall supply and install all hardware necessary for the installation of any custom wood end panels and tops specified in Section 4 of these specifications. The shelving vendor shall work with the vendor awarded Section 4 to ensure that custom end panels and tops are the correct sizes for the shelving supplied.

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12.5 Book stacks are to be of unit construction such that all components of a book stack section may be removed as a modular unit from any range without in any way disturbing the adjacent units. Relocation and reuse of removed section(s) shall be accomplished without acquisition of additional parts. Upright webs shall be punched for bolting intermembering welded frames into stack ranges. Double-faced sections shall be freestanding. The shelving shall be constructed in such a manner that it is stable without the use of cross ties or sway braces. Starter/adder shelving systems or systems with hook-in type assembly shall not be considered acceptable substitutes.

12.6 Only the finest materials and quality of workmanship shall be acceptable. Sheet metal shall be furniture stock cold rolled, reannealed and full pickled or equivalent. Gauge thicknesses are U. S. standard with the following minimum requirements: upright columns of weld frame - #16 gauge; top spreader tubular steel - #16 gauge; bottom channel spreader - #16 gauge; shelves, including base shelf - #18 gauge; shelf end and base shelf brackets - #16 gauge.

12.7 Each shelf shall have a minimum clearance between end brackets of 35 ½". Component parts shall be prepared for painting by a multi-stage cleaning and phosphating process. Material is then to be finished with a powder paint baking enamel of a medium gloss, applied by electrostatic method, capable of withstanding severe hammer and bending tests without flaking. Minimum thickness of the final finish shall be 2.0 mils. Wet process paints shall not be considered an acceptable equal.

12.8 Upright columns of welded frame shall be formed of not less than #16 gauge steel into channel shape with no less than ½" stiffening flanges measuring 2" in the web and 1 1/4" at front and rear surfaces. Uprights are to be perforated full height with a series of 3/16" x 5/8" slots spaced 1" on vertical centers and located within 5/16" from the web. Every fifth and sixth slot shall have square corners and be pattern punched differently than the other corner slots to ease in visual leveling of adjustable shelves.

12.9 Top spreader of welded frame shall consist of not less than #16 gauge tubular steel channel shape measuring at least 1" x 2 ½" in cross section. This spreader shall be electrically welded to uprights in appropriate locations. Bottom spreader of welded frame shall consist of not less than #16 gauge steel channel shape measuring at least 1" x 1 3/4" in cross section. The outer ends of this channel are to be punched to receive leveling nuts and floor levelers. Bottom spreader shall be electrically welded to uprights with open portion of channel positioned upward. Welded frames shall be of heights as specified, of 36" and 30" widths and equipped with two (2) adjustable floor levelers. Each leveler shall be provided with elastomeric plastic shoes to protect floor covering and to prevent "walking" of stack units.

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12.10 Closed base support brackets shall be designed to fit snugly in and around welded frame upright. Material shall be no less than #16 gauge steel. Brackets shall have a 90 degree flange at bottom which will rest on floor covering.

12.11 Hardware to level book stack unit shall be incorporated into the base bracket. Top and front edge of base bracket shall be flanged outward approximately 1/4" and the profile of this bracket shall match that of the adjustable shelf end bracket and in addition shall have a hole in the embossment for attaching adjoining base brackets with fastener contained within the embossment.

12.12 Closed base shelves shall be formed of not less than #18 gauge steel into one piece construction designed to fit snugly around upright columns and base brackets without need of hardware fasteners. Front height shall be at least 3" and sides shall have stiffening flanges.

12.13 Adjustable shelves shall be formed of not less than #18 gauge steel with front and rear edges box-formed 3/4" high. Nominal depth of shelf shall be 1" greater than actual dimension. Side of shelf shall be flanged for locking into end bracket lances. Shelves shall support book loads of 50 pounds per square foot without deflection in excess of 3/16".

12.14 Shelf end brackets shall be formed of not less than #16 gauge steel and all but the rear edge shall be flanged outward approximately 1/4". Rear edge shall have two crimped hooks at top and a positioning tab to prevent accidental dislodgement at bottom for engaging frame upright slots. Shelf end brackets shall incorporate two lances for securing shelf side flanges. Bracket design shall allow for shelf adjustment upward and downward without disturbing any of the other shelves. Also shelf bracket shall include embossment to prevent bracket overlapment when units are shelved. Bracket shall extend at least 6" above shelf surface.

12.15 Ninety-inch high shelving shall be equipped with six (6) adjustable shelves. Steel end panels, where specified, shall extend full width and height of unit. They shall consist of one piece of #18 gauge steel formed into flush profile with 1 ½" square edge and exposed return flange of not less than 3". Tops shall be tightly closed with closure flanges. Centers of double-faced panels shall be equipped with full height channels for attaching to frame uprights and to deaden sound and eliminate "oil canning."

12.16 Hinged periodical shelves shall consist of sloping display shelves hinged to adjustable shelf and base shelf brackets. Display shelves shall be 14" actual height, shall be hinged to allow a clear storage height of 8", and shall stand without holding when in open position. Lower edge of display shelf shall have flange and turned up lip to provide a 1 3/8" clearance behind lip.

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12.17 Divider type shelf (e.g. picture book shelving): Shall be of #18 gauge steel with front edge box formed 3/4" high with integral 5" – 6" high backstop. Dividers shall be 6" high unless specified otherwise.

12.18 Steel canopy tops shall be formed of #18 gauge steel with a 1 ½" front edge and supported by #12 gauge brackets which engage in the slots of the frame uprights. Sizes shall extend the full width and depth of the base shelf.

12.19 See attached furnishing and shelving layout for location of shelving to be purchased.

Shelving, as listed below, shall be furnished, delivered, and installed: "As Specified - Estey"

Item No.	Quantity	Description
S-1	223	Sections of double-faced steel shelving, 90" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"-deep, sloping, closed base shelves, twelve (12) 12"deep adjustable shelves, and a canopy top to match depth of base on 187 sections. (No canopy tops on 18 sections in circulation workroom, 6 sections in Friends/donated book room, and 12 sections in college workroom) Supply shelving for the second floor reference book area with twelve (12) pull-out reference shelves. Supply fourteen (14) steel end panels for ranges in circulation workroom, Friends room, and college workroom. All other ranges have custom wood end panels in Section 4 of the bid document. (Summary of total shelving: First floor – 6 sections self-help reserved books, 5 sections new books, 18 sections circulation workroom, 6 sections Friends Room; Second floor – 152 sections adult nonfiction, 12 sections college workroom, and 24 sections reference area.) **Price per each:** $321.76 **Extended Price:** $71752.48
S-2	48	Sections of double-faced steel shelving, 90" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves, twelve (12) 10"- deep adjustable shelves, and a canopy top to match depth of the base. Custom wood end panels in another section. (adult fiction books first floor) **Price per each:** $274.95 **Extended Price:** $13197.60

Initials of Bidder: DW

Item No.	Quantity	Description
S-3	54	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, eight (8) 10"- deep adjustable shelves, and a canopy top to match the depth of the base. Custom wood end panels in another section. (juvenile books first floor) **Price per each: $** 229.78 **Extended Price: $** 12408.12
S-4	18	Sections of double-faced divider-type steel picture book shelving with integral back, 42" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"- deep, flat closed base shelves and four (4) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and custom wood end panels in another section.) (picture/easy first floor) **Price per each: $** 178.82 **Extended Price: $** 3218.76
S-5	51	Sections of single-faced steel shelving, 90" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"-deep, flat, closed base shelf, six (6) 12"-deep adjustable shelves and a canopy top to match depth of base on 6 sections on first floor book sale area and 6 sections on second floor adult nonfiction area. (No canopy tops on 13 sections in Friends/donated book area, 12 sections in circulation workroom, 7 sections in children's workroom and 7 sections in adult reference workroom.) Supply two corner fillers, 12" X 12" X 90", 1 in Friends/donated book area and 1 in circulation workroom, both on the first floor. Supply a total of fourteen (14) steel end panels for ranges in circulation workroom, Friends/donated book area, children's workroom, and adult reference workroom. Custom wood end panels for other shelving in another section. (Summary of total shelving: First floor - 6 sections Friends book sale first floor, 13 sections Friends/donated book area, 12 sections circulation workroom, 7 sections children's workroom; Second floor – 7 sections adult reference workroom, 6 sections adult nonfiction) **Price per each: $** 203.01 **Extended Price: $** 10353.51

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Item No.	Quantity	Description
S-6	18	Sections of single-faced divider-type steel picture book shelving with integral back, 42" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"- deep, flat closed base shelf and two (2) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and end panels in another section.) (picture/easy first floor) **Price per each: $** 153.06 **Extended Price: $** 2755.08
S-7	5	Sections of single-faced shelving, 90" high X 16" deep X 36" wide. Each single-faced section shall have one (1) 16"- deep, flat closed base shelf and six (6) 16"-deep adjustable shelves. No canopy tops. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 254.45 **Extended Price: $** 1272.25
S-8	1	Section of single-faced shelving, 90" high X 12" deep X 36" wide. Single-faced section shall have one (1) 12" deep, flat closed base shelf and six (6) hanging-bag racks. No canopy top. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 328.57 **Extended Price: $** 328.57
S-9	12	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide. Each section shall have two (2) 12"-deep closed base shelves and eight (8) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top. Custom end panels in another section. (adult periodicals second floor) **Price per each: $** 549.60 **Extended Price: $** 6595.20
S-10	6	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide in one range. On one side of the range, each section shall have one (1) 12"-deep closed base shelve and four (4) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top.

Initials of Bidder: [illegible]

On the other side of the range, each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves with two-part hinged plexiglass covers for newspapers. Each section shall have a canopy top. (adult periodicals second floor)

Custom end panels in another section.

Price per each: $577.48 **Extended Price: $**3464.88

Item No.	Quantity	Description
S-11	53	Sections of single-faced shelving, 42" high X 10" deep X 36" wide. Each section shall have one (1) 10"-deep flat closed base shelf and two (2), 10"-deep adjustable shelves and a canopy top to match depth of base. Custom end panels in another section. (First floor – juvenile and adult fiction) **Price per each: $**123.38 **Extended Price: $**6539.14
S-12	6	Sections of double-faced shelving, 78" high X 24" deep X 36" wide in one range. On one side of the range, each of the 6 sections shall have one (1) 12"-deep flat closed base shelf, five (5) 12"- deep adjustable shelves, and a canopy top. On the other side of the range, three (3) sections shall have one (1) 12"- deep closed base shelf and four (4) hinged periodical shelves each with divider shelf supplied with two dividers, and a canopy top; three (3) sections shall have one (1) 12" deep flat closed base shelf, five (5) 12"-deep adjustable shelves, and a canopy top. Custom end panels in another section. (In summary, one side will hold teen books, and the other side will hold teen periodicals and teen books.) **Price per each: $**323.84 **Extended Price: $**1943.04
S-13	12	Sections of double-faced steel shelving, 78" high X 20" deep X 36 wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, ten (10) 10"-deep adjustable shelves, and a canopy top to match the depth of the base. Custom end panels in another section. (teen books first floor) **Price per each: $**229.75 **Extended Price: $**2757.00

Initials of Bidder: RBW

Item No.	Quantity	Description
S-14	6	Sections of single-faced hinged periodical shelving, 66" high X 12" deep X 36" wide. Each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves each with a divider shelf supplied with two dividers and a canopy top. Custom end panels in another section. (children's and parenting periodicals first floor) **Price per each: $** 285.86 **Extended Price: $** 1715.16
S-15	48	Sections of single-faced shelving, 42" high X 12" deep X 36" wide. Each section shall have one (1) 12"- deep flat closed base shelf and two (2), 12"-deep adjustable shelves and a canopy top to match depth of base on 44 sections. Four (4) sections behind the children's reference desk will have a custom top listed in another section. Custom wood end panels in another section. (second floor adult nonfiction and children's area) **Price per each: $** 129.91 **Extended Price: $** 6235.68
S-16	30	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves; eight (8) 8"-deep sloping video shelves all with backs, slots, and six (6) dividers; and canopy tops to match the depth of the base. Shelves shall slope at a seven degree angle. (audiovisual shelving, 18 sections adult first floor and 12 sections juvenile first floor) Custom wood end panels in another section. **Price per each: $** 393.86 **Extended Price: $** 11815.80
S-17	7	Sections of single-faced steel shelving, 66" high X 10" deep X 36" wide. Each single-faced section shall have one (1) 10"-deep, sloping, closed base shelf; four (4) 8"- deep sloping video shelves all with backs, slots, and six (6) dividers. Shelves shall slope at a seven degree angle. Supply with two matching steel end panels. No canopy tops.(college workroom second floor) **Price per each: $** 228.64 **Extended Price: $** 1600.48
S-18	12	Extra regular flat shelves, 10" deep. (Not shown on plan.) **Price per each: $** 11.54 **Extended Price: $** 138.44

Initials of Bidder: DBW

Item No.	Quantity	Description
S-19	12	Extra regular flat shelves, 12" deep. (Not shown on plan.)
		Price per each: $13.78 **Extended Price:** $165.36
S-20	12	Extra hinged periodical shelves. (Not shown on plan.)
		Price per each: $43.26 **Extended Price:** $519.12
S-21	8	Extra hanging bag racks (Not shown on plan.)
		Price per each: $16.67 **Extended Price:** $133.36
S-22	5,500	Book supports: Standard findable or flat book supports, 9" high, with cork base. (MJFind9 or equivalent) (Not shown on plan.)
		Price per each: $2.21 **Extended Price:** $12155.00
S-23	100	Backstops, equal to Estey DBB36. (Not shown on plan.)
		Price per each: $3.11 **Extended Price:** $311.00
		Grand Total for all items in Section 1: $171,375.03

13.0 SECTION 2: ADULT AND CHILDREN'S WOOD READING TABLES, CARRELS, SMALL REFERENCE DESKS, AND ATLAS STAND (Indicated by T-on plan.) "As Specified - Worden"

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
T-1	19

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power.

(Worden Academy series 7200/3672 or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: RBW

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The long edges shall be banded with a 5/16" thick x 1-1/4"wide solid oak external band. The short edges or ends shall be banded with 1-1/4" x 2-5/8" solid oak external edgeband. All edges shall be radiused 1/16". Bands shall be applied after lamination of the face plastic. The edge bands shall be set flush to the laminate without the use of vein lines or reveals.

Top support: The underside of the tables shall be fitted with two parallel V-shaped 14-gauge steel keels. Keels shall be attached to the underside of the top with screws.

End frames: The end frames shall be recessed 1/8" from the edges of the top. The end frames shall consist of two legs, two cross headers, and five slats. The legs shall be 2 1/2" square glued-up solid oak. The cross headers shall be 1 1/4" X 2 1/2" solid oak, recessed 1/8" from the face of the leg and doweled and glued to the legs. The bottom header shall be 4 1/4" above the floor. The slats shall be 3/4" X 1 7/8" on 96mm centers, recessed 1/8" from the face of the header, and doweled and glued to the headers. All members shall be radiused 1/16".

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak apron rails recessed 1/8" from the face of the leg and doweled and mechanically joined to the end frame.

Cable chase stretcher assembly: The assembly shall consist of a stretcher and a top support cable chase. The stretcher shall be 1 5/8" thick X 5 3/4" wide, three-ply particleboard construction with select grade "A" oak veneer face. Long edges shall be banded with 5/8" X 1 5/8" solid oak. The cable chase shall be 4" deep X 12" wide with a hinged door and cord egress apertures at the top and grommets through the stretcher. The assembly shall be mechanically joined to the top and end frame assembly.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Double-faced tilt-up power: The unit shall be 9 9/16" wide X 9 13/16" long X 4 1/4" high. The unit shall consist of a self-rimming bezel, two hinged lids opening on opposite sides, a 15-amp circuit breaker, a 9' cord, and a horizontal wire manager. The bezel shall be constructed of 12 gauge steel, welded and ground flush at the corners. Each lid shall be a 21-gauge steel formed assembly with a lip that, when opened, exposes a minimum of one duplex outlet. The lids shall have detents to allow them to stay open while power is being accessed. All exposed metal parts shall be finished with a textured black powder coat.

Price per each: $1306.51 **Extended Price: $**24823.69

Initials of Bidder: RW

Item No. **Quantity**

T-2 1

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power. **No aprons in order to provide a table that is wheelchair accessible.** Same general specification as T-1.

(Worden Academy series 7200/3672 modified or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 1179.62 **Extended Price: $** 1179.62

Item No. **Quantity**

T-3 5

General Description

Youth and teen reading tables, 48" round X 29" high, laminate top, leg-base

(Worden 7200/048 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1 1/4" thick, three-ply construction with .050" high pressure laminate face and .028" backer on the underside. The perimeter of the table shall be banded with a 5/16" thick X 1 1/4" wide solid oak external band. All edges shall be radiused 1/16".

Legs: the legs shall be 2 ½" square glued-up solid oak.

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak rails recessed 1/8" from the face of the leg and doweled and mechanically joined by hanger brackets. The apron shall sit between all legs and shall be screwed to the top.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $ 690.50 **Extended Price: $** 3452.50

Initials of Bidder: RBW

Item No. **Quantity**

T-4 2

General Description

Children's reading tables, 36" round X 25" high, laminate top, leg-base. Same general description as T-3 except the legs shall be square glued-up solid oak proportioned appropriately for the 25" height.

(Worden 7200 or equivalent)

Laminate: 1 table top in Nevamar, Celestial Textured, SV0001; 1 table top in Nevamar, Green Tea Textured, SG0002

Price per each: $ 488.46 **Extended Price: $** 976.92

Item No. **Quantity**

T-5 1

General Description

Children's puzzle table, 36" round X 15" high, laminate top, leg-base. Same general description as T-3, except with no apron.

(Worden 7200 or equivalent)
Laminate: Nevamar, Green Tea Textured, SG0002

Price per each: $ 466.28 **Extended Price: $** 466.28

Item No. **Quantity**

T-6 4 (Not shown on plan)

General Description

Copier tables, 24" deep X 36" long X 36" high, leg-based, laminate top with 5/8" thick X 1 ¼" wood edgeband.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 708.96 **Extended Price: $** 2835.84

Initials of Bidder: RCW

Item No.	Quantity	
T-7	3	NOTE - MUST HAVE 20AMP RECEPTACLE CONFIGURATION.

General Description

Double-faced carrels (all starters), 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface 29" high. Each side supplied with a shelf, light, oak valence and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the work surface.

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and five 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Price per each: $1707.63 **Extended Price:** $5122.89

Initials of Bidder: [illegible]

Item No. **Quantity**

T-8 1 NOTE - MUST HAVE 20AMP RECEPTACLE CONFIGURATION.

General Description

Double-faced starter carrel, 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface on one side 29" high. Worksurface on other side shall be 32" high. Each side with a shelf, light, and corner-mounted power column with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general specification as T-7, except for worksurface height on one side.

Price per each: $1727.35 **Extended Price:** $1727.35

Item No. **Quantity**

T-9 1

General Description

Atlas stand, 28 7/8" deep X 29 3/8" wide X 44 5/8" high (40 ½ high at the front)

(Worden 7000/AS or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Sloped top assembly shall have a .050" high pressure plastic laminate facing and .028" backer on the underside. There shall be a solid hardwood retaining strip located on the lower edge of the top surface. The finished back and slide-out storage shelves shall be ¾" thick, 3-ply particleboard with select grade "A" oak face veneer on top. The front stop rail shall be solid oak tongue and groove joined to shelf panel. Five pull out shelves shall operate on full extension ball bearing slides with stops to prevent removal. The end panel shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, a 1-3/4" thick and 2-½" wide solid oak frame on four sides and three ½" thick x 1-7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The stand shall be equipped with adjustable leveling glides.

Price per each: $1198.24 **Extended Price:** $1198.24

Initials of Bidder: DBW

Item No.	Quantity	
T-10	1 unit	NOTE – MUST HAVE 20AMP RECEPTACLE CONFIGURATION.

General Description

Single-faced carrels, one starter and two adders, total length 12' (nominal) X 36" deep X 29" worksurfaces, overall height of panels 48", three spaces each 48" wide. Each space supplied with a shelf, light, oak valence, and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The back panel of the unit will be against a wall. Power will come from the wall.

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the worksurface.

Intermediate panels: The two panels shall be constructed of 1 3/16" thick X 48" high,three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak. All edges and corners shall be radiused 1/16".

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and three 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Initials of Bidder: _____

Price per each: $ 2863.76 **Extended Price:** $ 2863.76

Grand Total for all items in Section 2: $ 44,647.09

14.0 SECTION 3: CIRCULATION DESK, ADULT REFERENCE DESK, CHILDREN'S REFERENCE DESK, COLLEGE DESK, WOOD SHELVING MATCHING THE DESKS, AND COMPUTER WORKSTATIONS (Indicated by C-on plan) "As Specified - Worden"

All wood furnishings and wood trim shall be natural oak with clear sealer.

Note: if requested, vendors should be prepared to provide the specifications and the name of the manufacturer of the electrical system they will be installing in the items listed below.

Item No.	Quantity	
C-1	2	"As Specified - Worden"

General Description Note - Does Not Include Hard-wire Connecting. This Must Be Done By An Electrician.

Children's six-place, double-faced computer tables, 62" wide X 144" long X 27" high

(Worden 7000 series modified or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050 laminate tops and a .028" backer on the underside. The table will be supplied with a top split into two separate pieces, each piece shall be approximately 30" deep with a 2" cord drop in the center of the table, along the length. Each side of the cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the two sides of the table top. The outside, long edges of the table top shall be banded with a 5/8" thick x 1-5/8"wide solid oak and radiused top and bottom 1/16". The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and five ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Initials of Bidder: [illegible]

Keels: the table shall have two longitudinal stabilizing keels 1" thick X 12" deep (or depth needed to provide support the length of the table), five-ply lumber-core construction with select Grade "B" oak face and back. The keels shall be attached to the underside of the top and end and intermediate panels.

Recessed intermediate support panels: both sides of the table shall be supplied with one or more stabilizing intermediate panels as needed to support the length of the table. The intermediate support panels shall be attached to the underside of the table and shall be designed in such a manner so as not to impede movement of someone in a chair moving from one end of the table to the other. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system, as per the general electrical specifications. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $3801.21 **Extended Price:** $7602.42

Item No.	**Quantity**
C-2	6

NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Adult double-faced, six-place computer tables, 62" wide X 144" long X 29" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $3814.55 **Extended Price:** $22887.30

Initials of Bidder: RGW

Item No. **Quantity**

C-3 1 NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Children's double-faced, computer table, 62" wide X 96" long X 27" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 276.53 **Extended Price: $** 2767.53

Item No. **Quantity**

C-4 1 NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Adult single-faced computer table, 36" deep X 12' long X 39" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will be a workstation for three standing-height online catalogs.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: DBW

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Intermediate panels: Two intermediate, stabilizing panels shall be placed under the worksurface. The panels shall be supplied with a grommet for extending the electrical system through the entire table. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The height of the back panel shall be approximately 31 3/4" and shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 2656.91 **Extended Price: $** 2656.91

Item No.	**Quantity**	
C-5	1	NOTE – ~~Must~~ Does NOT INCLUDE HARD-WIRE CONNECTION.

General Description

Teen double-faced computer table, 62" deep X 16' long X 29" high. Same general specification C-1 above. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 32 outlets to the table—16 duplex outlets or equivalent.

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 5025.16 **Extended Price: $** 5025.16

Initials of Bidder: DW

Item No. **Quantity**

C-6 8

General Description

Stack end computer stations, approximately 24" wide X 24" deep X 39" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Online-catalog stations will be located at the end of a double-faced bookstack range. The unit shall be ¼" narrower than the end panel next to which it will be placed X 24" deep X 39" high. The unit shall be freestanding and not attached to the stack end panel.

Top: The top shall be 1 1/4" thick, 3-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front and back edges of the top shall be banded with 5/16" thick x 1 1/4" wide solid external bands. The bands shall be set flush to the laminate without the use of vein lines or reveals. All edges shall be radiused 1/16". The top shall sit inside the end panels.

Panel ends: The side panels shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, with a 1-3/4" thick and 2-½" wide solid oak frame on four sides. (No slats.) Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".
Keel: If necessary, the unit shall be supplied with a keel attached to the two sides of the table for stability.
Glides: The glides shall be 1 3/16" diameter rubber cushioned adjustable glides with a ¼-20 x 15/16" threaded stem.

Price per each: $ 713.78 **Extended Price: $** 5710.24

Item No. **Quantity**

C-7 1

General Description

Teen single-faced printer table, 36" deep X 62" long X 29" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: [signature]

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front and back edges of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $830.95 **Extended Price:** $830.95

Item No.	**Quantity**	
C-8	1	NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Youth single-faced printer table, 36" deep X 72" long X 27" high

(Worden Academy series or equivalent.)
Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16". The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Initials of Bidder: [illegible]

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table—4 duplex outlets or equivalent.

Price per each: $1558.33 **Extended Price: $**1558.33

Item No. **Quantity**

C-9 2 NOTE - DOES NOT INCLUDE HARD WIRE CONNECTING.

General Description

Adult single-faced printer table, 36" deep 96" long X 29"

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will hold two printers.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: RW

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: Because of the length of the table, provide a keel in a size that will stabilize the table.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table 4 duplex outlets or equivalent.

Price per each: $ 1632.25 **Extended Price: $** 3264.50

Item No.	**Quantity**	
C-10	1	(See sketch provided with the bid document.)

General Description

Children's reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminates:
Worksurface – Nevamar Green Tea, SG0002
Transaction counter – Nevamar Celestial, SV0001

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: [signature]

The desk shall be faced on all exposed surfaces with select grade "A" oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. The bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

Some of the features and dimensions of the desk reflect a custom design; however, other elements will be built using standard library service desk construction. With your bid for this item, provide detailed specifications and line drawings of your company's standard construction for library circulation desk modules. Provide information about materials, joinery, hardware, etc.

All units shall have a closed base with a 6" high toekick on both public and working sides, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Module 1 with no transaction top will be 36" deep). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible module (Module 1). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the unit with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Module 1 will be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 8 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 8. Modules 1, 3, 4, 5, 6, and 8 shall each be supplied with a maximum of two (2) duplex outlets for a total of 24 outlets (12 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section, prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working/staff side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 36" deep X 30" high overall. Kneespace unit. No fixed base on working side of the desk.

Initials of Bidder: JW

Module 2: 36" wide X 38" deep overall X 36" high overall. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base.

Module 4: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on working side of the desk.

Module 5: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf, and fixed, closed base at bottom.

Module 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base.

Module 7: Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 8: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Price per each: $13722.98 **Extended Price: $** 13722.98

Item No.	**Quantity**	
C-11	1	(See sketch provided with the bid document.)

General Description

Adult reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: RBa

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed 6" high toekick on both public and working side, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Modules 12 and 13 with no transaction tops shall be 36" deep.). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible modules (Modules number 12 and 13). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the units with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Modules 12 and 13, will each be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 13 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Modules 1 and 13. The electrical system shall extend from module 1 through module 13. Modules 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, and 13 shall each be supplied with a maximum two (2) duplex outlets for a total of 44 outlets (22 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Module 2: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base on both sides of the desk.

Module 3: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Initials of Bidder: _____

Module 4: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed closed base at bottom.

Module 5: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Modules 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 7: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 8: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 9: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 10: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 11: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base at bottom.

Module 12: 36" wide X 36" deep X 30" high, no transaction top, wheelchair accessible unit. Kneespace unit. No fixed base on the working side of the desk.

Module 13: 36" wide X 36" deep overall X 30" high. No transaction top. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

End Panel

Price per each: $18791.89 **Extended Price: $**18791.89

Item No.	**Quantity**
C-12	2

General Description

Double-pedestal office desk, 36" deep X 72" long X 29" high.

Initials of Bidder: DAW

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The desk shall have a full-height front panel. The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

The staff side of the desk shall be supplied with a center drawer and two pedestals with locks. The pedestals shall be full-height and extend to the floor. Each pedestal shall be supplied with two box drawers and one file drawer.

The desk shall be supplied with two grommets and wire management.

Price per each: $ 2308.38 **Extended Price: $** 4616.76

Item No.	**Quantity**	
C-13	1	(See sketch provided with the bid document.) NOTE – DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

College service desk and shelving. Desk shall be 12' long X 36" deep X 39" and 32" high. Laminate top on the desk and shelving. Matched veneers across the public side of the desk. Recessed toekick 6" high on both the public and working sides of the desk. Shelving shall be one starter and three adders 12' long X 24" deep X 39" high.

Laminate on desk and shelving: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface shall have a continuous top composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. The front or public edges of the desk top shall be externally banded with 5/8" thick X 1 5/8" wide solid oak with top and bottom radiused 1/2". Top overhang shall be 1 ½" on the public side and 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: RBW

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed toekick on both public and working sides, except on the working side at kneespaces. Provide a maximum of two grommets per module for a maximum total of 8 grommets. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The front edge of the units shall be banded with a 5/8" edgeband. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

Modules 2, 3, and 4 of the desk shall have an overall height of 39". Module 1 shall be 32" high.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 4. The electrical system shall extend from module 4 through module 1. Each module shall be supplied with a maximum two (2) duplex outlets for a total of 16 outlets (8 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the public side of the desk:

One end panel required; the other end of the unit will be against a wall. End panel shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

Module 1: 36" wide X 36" deep overall X 32" high overall. Kneespace unit. No fixed base on the working side.

Module 2: 36" wide X 36" deep overall X 39" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base on bottom.

Module 3: 36" wide X 36" deep overall X 39" high overall. Kneespace unit. No fixed base on working side.

Module 4: 36" wide X 36" deep X 39" high overall. Locked plenum/cabinet for access to power/data entry.

Shelving located behind the staff side of the desk shall be finished to match the desk. The laminate top shall have a 5/8" thick solid oak edgeband. The shelving shall be 12' long X 24" deep X 39" high. Access to power and data will be above the shelf tops. Shelving shall be constructed like four-36" wide units of standard single-faced, starter/adder wood shelving, except the depth shall be 24" and the height shall be 39" to match the desk. Then units shall be supplied with two adjustable shelves and finished backs.

Initials of Bidder: RW

Price per each: $ 7602.10 **Extended Price:** $ 7602.10

Item No.	Quantity	
C-14	1	NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Self-check table, first floor, 16' long X 36" deep X 29" high.

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table is intended to hold self-check stations for public use.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The edge of the top where patrons will be standing shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. On the opposite side, the top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

The table shall be supplied with three intermediate support panels that attach to the underside of the 16' worksurface (no division on the top of the table). The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16". Intermediate supports shall be supplied with a grommet as needed for extending the electrical system through the entire table.

Under each of the four divisions of the table, a shelf 24" deep shall be supplied. Each shelf should be placed 3" away from the back panel (for ventilation) and 12" above the floor. The shelves shall be attached to the end panels and to the intermediate panels.

Initials of Bidder: DBW

Back/modesty panel: the table shall have a back panel constructed of ¾" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width between the end panels. The top of the back panel will end at the same height as the top. The top and bottom edges of the back panel shall be banded with 1/8" solid oak. The bottom of the back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system with 16 outlets (8 duplex outlets).

Price per each: $ 3397.61 **Extended Price: $** 3397.61

Item No.	**Quantity**	
C-15	1	NOTE - DOES NOT INCLUDE HARD-WIRE CONNECTING.

General Description

Self-check table, second floor, 12' X 36" X 29" high

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same construction as C-14 above, except table will include two intermediate panels and three shelves below the worksurface. The table shall be supplied with an electrical system with 12 outlets (6 duplex outlets).

Price per each: $ 2923.50 **Extended Price: $** 2923.50

Item No.	**Quantity**
C-16	1

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

General Description

Children's self-check table, 4' X 4' X 27" high

(Worden Academy series or equivalent)

Initials of Bidder: DAW

Detailed Specifications

Same construction as C-14 above, except table will have no intermediate panels and one shelf below the worksurface. No electrical system or wire management required. The table is intended to hold one self-check station for children's use.

Price per each: $761.02 **Extended Price:** $761.02

Item No.	Quantity
C-17	1 (See sketch provided with the bid document.)

General Description

Circulation Desk

Finishes: see below.

Detailed Specifications

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

The desk shall be supplied with a ¾" thick granite slab top specified as "Black Galaxy." Pricing for the granite can be obtained from a local stone company:

Stone Marketing International, Inc.
2095 Afton
Houston, TX 77055
Phone: 713-956-1616 or 800-245-9556
Fax: 713-956-4808

Price the desk with a recessed 6" high toekick on the public side of the desk that is faced with granite to match the top of the desk. All units on the working side of the desk shall have a closed base painted black except for kneespace units.

The vendor awarded this section shall be responsible for furnishing, delivering, and installing all parts of the circulation desk, including the interior modules, any sub-top or shell needed, the granite top and base, the painted toekick, and two veneered end panels.

Initials of Bidder: [illegible]

The desk front shall be finished with book matched or slip matched oak veneer panels. The overall depth of the desk including the granite top shall be a maximum of 36". The desk shall be designed to allow a minimum of 28" of clear space from the staff side edge of the top to the edge of the grommets for power and data cords. (The overall depth of the desk may be reduced during the shop-drawing phase.)

Provide a maximum of two grommets per module, except for the corner modules, for a maximum total of 18 grommets. Grommets will be field-cut. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The desk shall be supplied with an electrical system as described in the general specifications for electrical systems. The electrical system shall provide a maximum of 36 outlets to the desk (18 duplex outlets or equivalent).

In designing the cabinet units, note that the overall height of the desk, with the granite top, shall be 39"or 32". All exposed edges of the granite shall be polished. The front edge of the granite shall extend 1" over the front of the desk. The granite shall have a bullnose edge.

All edges on the working side of the desk, except the top, shall be banded with 3/8" solid oak.

The desk shall include the following modules numbered from right to the left on the working side of the desk, as well as two end panels. (Note: basic modules are similar to those at Cinco Ranch Branch, Fort Bend County Libraries, Texas)

End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

End panel.

Module 1: 36" wide X 36" deep X 39" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

Module 2: 36" wide X 36" deep X 39" high. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 4: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on the working side.

Initials of Bidder: _____

Module 5: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 6: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 7: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 8: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 9: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf .

Module 10: 36" wide X 36" deep X 39" high. Closed curved corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 11: 36" wide X 36" deep X 32" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

End panel

Price per each: $ 2577.06 **Extended Price: $** 2577.06

Item No.	**Quantity**
C - 18	2

General Description

Custom closed cabinets to match circulation desk, 2 units, each 10' long X 24" deep X 39" high. Cabinets and top faced with veneer to match circulation desk. Cabinets shall have adjustable shelves on the interior. Hardware to be selected. (Worden Academy series or equivalent)

Initials of Bidder: DW

Price per each: $3769.39 **Extended Price:** $7538.78

Grand Total for all items in Section 3: $137,430.04

15.0 SECTION 4: CUSTOM WOOD TOPS AND END PANELS FOR STEEL SHELVING (End panels not shown on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer. Fabrication and installation of custom wood tops and end panels shall be coordinated with the shelving vendor.

Item No.	Quantity	"As Specified-Wooden"
EP-1	1 lot as follows.	

Quantity	Nominal Size
48	90" X 24" double-faced (for shelving S-1)
16	90" X 20" double-faced (for shelving S-2)
28	66" X 20" double-faced (for shelving S-3 and S-16)
6	42" X 24" double-faced (for shelving S-4)
4	90" X 12" single-faced (for shelving S-5)
8	42" X 12" single-faced (for shelving S-6 and S-15)
6	66" X 24" double-faced (for shelving S-9 and S-10)
2	42" X 10" single-faced (for shelving S- 11)
4	78" X 20" double-faced (for shelving S-13)
2	66" X 12" single-faced (for shelving S- 14)
2	78" X 24" double-faced (for shelving S-12)

Detailed Specifications

End panels shall be 1 3/16" thick three-ply particleboard construction with select grade "A" oak veneer face and select grade "B" oak veneer on the back. Front face veneer shall be book matched or slip matched and balanced. The vertical edges shall be banded with 1/8" solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak, blind tenoned, splined or doweled to the panel. Top and bottom bands shall lap vertical bands. All edges and corners shall be radiused 1/16". It shall be the responsibility of the successful vendor to coordinate with the shelving vendor to insure proper fit of the end panels.

Price for lot: $35192.16

Initials of Bidder: DBW

Item No.	Quantity "As Specified - Worden"
Top	1 lot in the following sizes.

Quantity	Nominal Size
3	24" wide X 18' long (For double-faced picture book shelving by little kids seating area: top in Nevamar, Celestial Textured, SV0001; middle top in Nevamar, Green Tea Textured, SG0002; top by juvenile seating in Nevamar, Celestial Textured, SV0001)
2	12" wide X 27' long (For single-faced picture book shelving both tops in CelestialTextured, SV0001)
1	12" wide X 12' long (Shelves behind children's reference desk, top in Green Tea Textured, SG0002)

General Description

Custom tops for 42"-high steel shelving

Detailed Specifications

Tops shall be constructed of 1 ¼", three-ply particleboard with .050" high pressure laminate face and .028" backer on the underside. The exposed edges shall be banded with 5/8" thick solid oak, tenoned and splined flush to the laminate. No reveals or vein lines permitted. All edges shall be slightly radiused on the top and bottom.

The underside of the tops shall have a 1" thick black hardwood blocking at all canopy bracket locations. Blocking will be glued and pinned in place. Tops shall be secured to steel shelving by means of screws.

Price for lot: $ 2855.60

Grand Total for all items in Section 4: $ 38,047.76

16.0 SECTION 5: ADULT READING CHAIRS (Indicated by CA- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer. "As Specified - Worden Academy."

Item No.	Quantity
CA-1	111

General Description

Adult reading chair, no arms, all wood.

Initials of Bidder: RBW

(Worden Academy chair, Buckstaff Tribune chair, or equivalent. Chairs bid as equivalent must be performance tested and type of performance testing done must be included with the bid.)

Detailed Specifications

Specifications for Worden Academy Chair

Armless, oak, 18 3/8" wide X 22 3/8" deep X 33" high. Seat 16 ¾" deep X 18" high

Front legs: the front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Back legs: the back legs shall be solid oak, 1-1/4" x 1-5/8", profiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs.

Front apron: the apron shall be solid oak, 1" x 1-3/4", double doweled and glued flush to the outside face of the front legs and reinforced with corner blocks. The apron shall be drilled and counter-bored for three (3) #10 - 1-3/4 screws for seat attachment.

Back apron: The apron shall be solid oak, 7/8" x 3-1/4", profiled and doweled and glued to the back legs.

Side rail: The side rail shall be solid oak, 1" x 1-5/8", double doweled and glued flush to the front and back legs. The side rail shall be drilled and counter-bored for two (2) #10 - 1-3/4 screws for seat attachment.

Stretcher assembly: the assembly shall be solid oak, consisting of two side stretchers, 1-1/4" x 1" doweled or tenoned into front and back legs and three (3) cross stretchers, 1-1/8" x 1", spaced 3-7/8" apart and doweled or tenoned into side stretchers. The header shall be located 9" above and floor and shall be canted 4° toward the rear. The header and stretchers shall be set flush with adjoining members.

Back assembly: the assembly shall consist of top rail and eight slats of solid oak. The top rail shall be 7/8" x 4-1/4", profiled to the desired shape and triple doweled and glued to the back legs. The top edge of the back shall have 1/2" wide rail conforming to back profile and set flush with the back side of back legs. The top rail shall have a 1/16" x 1/16" vein line machined on the inside face and the top at the leg post joint. The slats shall each be 1-1/8" x 5/8" profiled and tenoned flush to the inside face of the top rail and back apron. The cord line of the back pitch shall be 106° and the included angle with the seat 102°.

Wood seat: The seat shall be solid oak, 1-3/16" thick, machined to the profile and sight line extensions of adjoining parts and saddled 13/16" deep. The bottom perimeter and back edge of the seat shall have a 1/8" x 1/8" vein line. Seat shall be attached by means of #10 x 1-3/4 wood screws, counter-bored in the apron and side rails.

Initials of Bidder: _____

GLIDES: All chairs shall have 3/4" plastic nail glides.

Performance tested as per *Library Technology Reports*, March-April 1995, "Library Chairs, An Overview of the LTR Tests Methods with Test Reports on 30 Chairs."

Specifications for Buckstaff Tribune chair

Armless, all wood, seat width 19 ½", seat depth 17 ½", seat height 18", overall width 19 ½", overall height 34 ½", overall depth 22". Constructed in solid oak.

Backposts shall be shaped from 1 7/16" thick two-ply laminated panels of solid oak stock. They shall taper from a 1 5/8" dimension near the back rail to 1 3/8" at the top and 1 5/16" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

Front rail shall be constructed from 3/4" thick X 1 7/8" wide solid stock and shall be secured to the front leg with double dowels and glue.

Side rails shall be constructed from 3/4" X 2" wide solid stock. They shall be secured to each back post with a dowel and glue and shall be reinforced with a 1/4"-20 X 4 1/4" machine screw which shall pass through the back post and thread into a steel insert embedded in the side rail. The side rails shall be doweled and glued to the front legs. The front, back, and side rails shall form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be secured to the frame with two #12 X 1" wood screws and a #12 X 3" wood screw into the front legs.

Back rail shall be bent laminated veneer construction 1 1/8" thick X 3 3/4" wide, secured to the back post with double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 X 3" wood screws which shall pass through the back rail at an angle and into the back posts.

Top back rail shall be bent laminated veneer construction 1 1/8" thick X 4" wide, secured to the back post with double dowels, pinned and glued. The top of the rail shall be shaped to a 37 7/8" radius. The top shall also be parallel to the ground.

Back upright slats shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. Six back upright slats shall be used and secured to the top back rail by means of glued ½" diameter chucks and secured to the back rail by means of glued and pinned ½" diameter chucks.

Front legs shall be constructed of 1 3/4" square solid stock. The two outside surfaces shall taper to form a 1 1/4" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

Initials of Bidder: _____

Side stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. The side stretchers shall be secured to the front leg and back post with 5/8" diameter chucks, pinned and glued.

Center stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. Two center stretchers shall be used and shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

Wood seats shall be constructed of edge-glued pieces of solid stock, 1 1/8" thick X not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2 ½" #12 wood screws with 1/4" washers which pass through a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets and 5/8" #10 sheet metal screws.

Trim shall consist of 7/8" diameter plastic glides.

ALTERNATE - WORDEN "RHODES" CHAIR
PRICE PER EACH - $ 266.24
EXTENDED PRICE - $ 29553.16

Price per each: $ 368.90 EXTENDED PRICE $ 40947.93

Grand Total for all items in Section 5: $ 40,947.93
GRAND TOTAL WITH ALTERNATE CHAIR $ 29,553.16

17.0 SECTION 6: CHILDREN'S READING CHAIRS AND STOOLS (Indicated by K- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	**Quantity**
K-1	8

General Description

Children's reading chairs, slat back, all wood, similar style to adult reading chairs (CA-1).

(Worden Rhodes series or equivalent) AS SPECIFIED - WORDEN "RHODES"

Detailed Specifications

The front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Initials of Bidder: DW

The back legs shall be solid oak, 1-1/4" x 1-7/8", steam bent and xprofiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs. The legs shall be further reinforced by a screw counter-bored into the outside face of the leg and covered with flush oak grain plug.

The front apron shall be solid oak, 1" x 1 11/16", doweled and glued flush to the front legs and reinforced with corner blocks. The apron shall recessed from the outside face of the legs. The apron rail shall be drilled and counter-bored for #10 screws for seat attachment. Bottom edges shall be eased to eliminate sharp corners.

The back apron shall be solid oak, 1" X 3 7/16", steam bent and profiled and doweled and glued to the back legs and reinforced with corner with corner blocks.

The side rail shall be solid oak, 1" x 1 11/16", double doweled and glued flush to the front and back legs. The rail shall be canted 4 degrees to the rear. The side shall be counter-bored for two (2) #10 - 1-3/4 screws for seat attachment. Hole clearance shall be elongated to allow seat expansion and contraction. Bottom edges shall be eased to eliminate sharp corners.

The stretcher assembly shall be solid oak, consisting of two side headers, 1" x 1" tenoned into front and back legs with an integral chuck and two cross stretchers, 3/4" x 1", tenoned to the side stretchers with integral chucks. The chucks shall be pinned from the underside. The side headers shall be located 9" above the floor and shall be canted 4^{o} toward the rear. The cross stretchers shall be centered so that the stretcher does not interfere with legroom. The header and stretchers shall be recessed from adjoining members.

The back assembly shall consist of top rail and seven slats of solid oak. The top rail shall be 1" x 3-1/4", profiled to the desired shape and doweled and glued flush to the inside of the back legs. The slats shall each be 1 1/16" x 11/16" steam bent and tenoned to the top rail and back apron. The slats shall be recessed from the inside face of the top rail and back apron. The cord line of the back pitch shall be 106^{o} and the included angle with the seat 102^{o}.

The seat shall be solid oak produced from 5/4 stock and saddled to a desired contour. The saddle shall be ½" deep extending to no greater than 1" from the back edge, The seat shall overhang the front and side aprons and shall be gained into the back apron. The front edge of the seat shall have a ¼" radiused waterfall comfort edge. The seat shall be attached by means of #10 wood screws screwed from the underside of the front and side aprons.

All chairs shall have resilient cushioned nickel plated steel nail glides.

Price per each: $249.68 **Extended Price: $**1997.44

Item No.	**Quantity**	
K-2	20	(4 not shown on plan)

Initials of Bidder: DW

General Description WORDEN - ANCHOR SIDE CHAIR

Children's stools, all wood, 17" wide X 16" deep X 16" high, sled base

(Community Class Act, Model No. X17A or equivalent)

Detailed Specification

All joints shall be connected with two hardwood spiral grooved dowels and glue. Front post, back post, and sled runners shall be made from 1¼" lumber. All rails and stretchers shall be made from 1" lumber. The rails shall be secured by a corner block, glue, and screws at each joint. A #12 x 3" steel machine screw shall be used for further strength and durability. The solid wood seats shall be connected together with high-grade glue and shall double-saddled and rounded.

Price per each: $ 307.00 **Extended Price: $** 6140.00

Grand Total for all items in Section 6: $ 8137.44

18.0 RECAP OF PRICING:

Total for Section 1: $ 171,375.03

Total for Section 2: $ 44,647.09

Total for Section 3: $ 137,430.04

Total for Section 4: $ 38,047.76

Total for Section 5: $ 40,947.93 ALT - $ 29,553.16

Total for Section 6: $ 8,137.44

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: [illegible]

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of March, 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 Library Design Systems, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Furnishings for Sienna Library** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

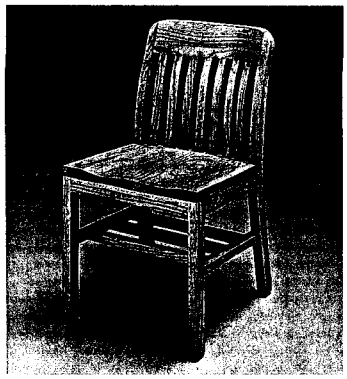
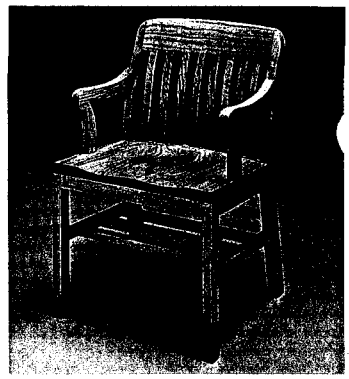
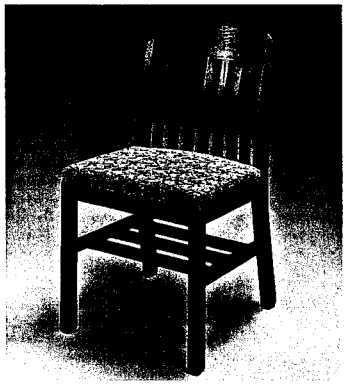
By:
Signature of Contractor

By: Robert G. Williams - President
Printed Name and Title

09-039

AS PER ORIGINAL

Academy® seating presents a fresh approach to classic design. This seating features a frame of solid oak or maple with a traditional slatted back and is available in Worden's standard finishes. It is offered with a seat of solid wood or upholstered in a broad spectrum of standard upholstery fabrics or specify C.O.M.


Dimensions:

Height: 33"
Depths: 22-3/8", 22-3/4"
Seat Height: wood-18"

Widths: 18-3/8", 21-5/8"
Arm Height: 25-1/2"
Seat Height: upholstered-19"



Side Chair
240-06-O



Side Chair with upholstered seat
240-06-US-O

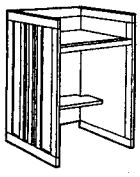


Arm Chair
240-01-O

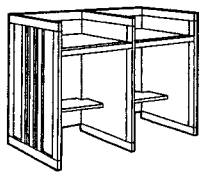


Arm Chair with upholstered seat
240-01-US-O

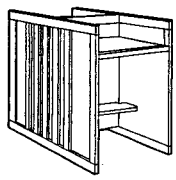
ACADEMY



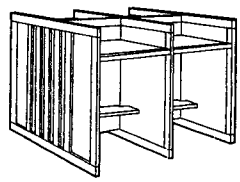
Single Face Workstation
7000/WS



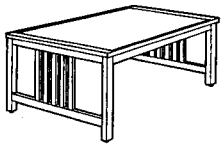
Single Face Workstation Initial/Adder
7000/WS 7000/WS-A



Double Face Workstation
7048/DWS

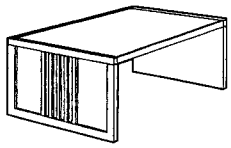


Double Face Workstation Initial/Adder
7048/DWS 7048/DWS



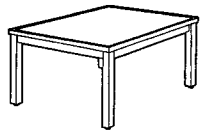
Rectangular Tables (leg style)

7200/3660	7200/4260	7200/4860
7200/3772	7200/4272	7200/4872
7200/3690	7200/4290	7200/4890

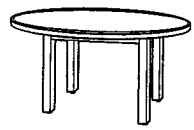


Rectangular Tables (panel style)

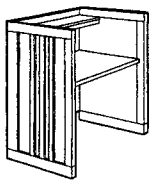
7000/3660	7000/4260
7000/3672	7000/4272
7000/3690	7000/4290



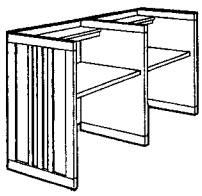
Square Table
7200/4848



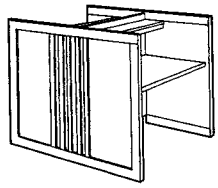
Round Table
7200/048



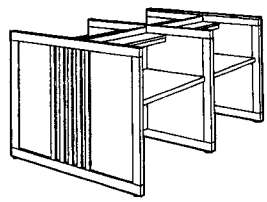
Single Face Carrel
7000/SC



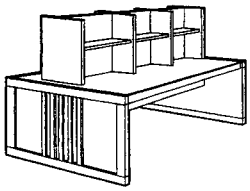
Single Face Carrel Initial/Adder
7000/SC 7000/SC-A



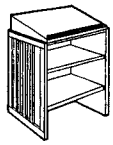
Double Face Carrel
7000/DSC



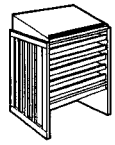
Double Face Carrel Initial/Adder
7000/DSC 70000/DSC-A



Double Face Index Table
7000/4860-ID 7000/4896-ID



Dictionary Stand
7000/DS

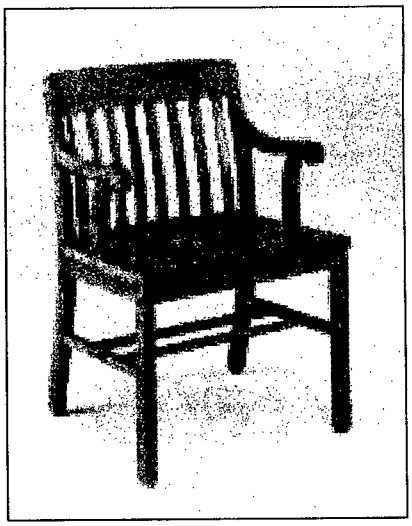


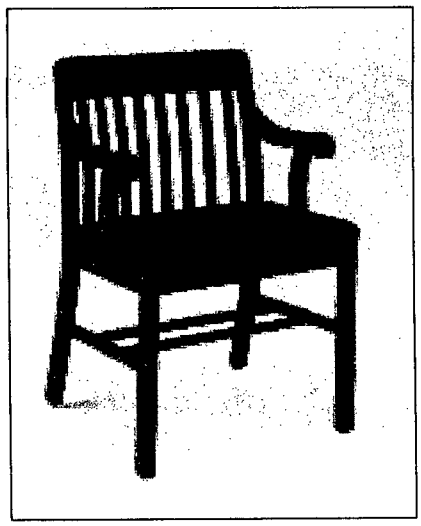
Atlas Stand
7000/AS

Worden

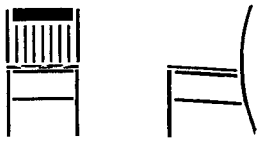
For more details about the complete Academy line and other Worden products, call 1-800-748-0561.
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Visit our website at www.wordencompany.com

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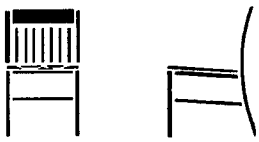




Rhodes Seating continues the tradition. Rhodes is available in Northern red oak or maple and can be finished in any of Worden's standard wood finishes. The seat is available in solid wood or upholstered in either Worden's standard fabric selections or your C.O.M.. Style, elegance and value. Rhodes makes the Mission complete.



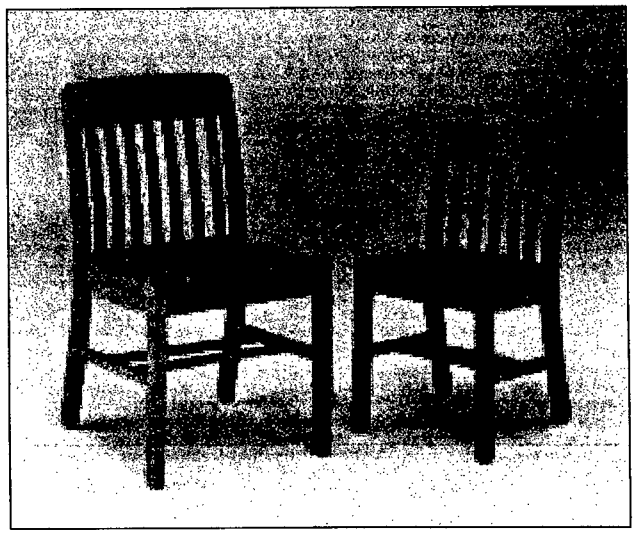
Side Chair
840-06-O
840-06-L

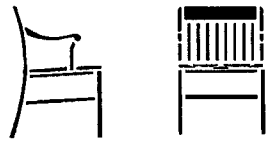


Side Chair with Upholstered Seat
840-06-US-O
840-06-US-L

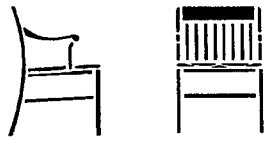


Juvenile Side Chair
840-J6-O
840-J6-L





Arm Chair
840-01-O
840-01-L



Arm Chair with Upholstered Seat
840-01-US-O
840-01-US-L

Side and Arm Chair	
Height:	32-1/2"
Depth:	21"
Width:	18-1/2", 21-5/8"
Seat Height:	18"
Seat Depth:	16-3/4"

Juvenile Side Chair	
Height:	27-1/2"
Depth:	15-3/4"
Width:	14-3/4"
Seat Height:	16-1/4"
Seat Depth:	12-3/4"

For more information about Rhodes Seating and other Worden products, call 1.800.748.0561.

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arm and armless Versions

Upholstery available in all Wordens and Hendrick Textile plus COM.

Natural and colored wood finishes

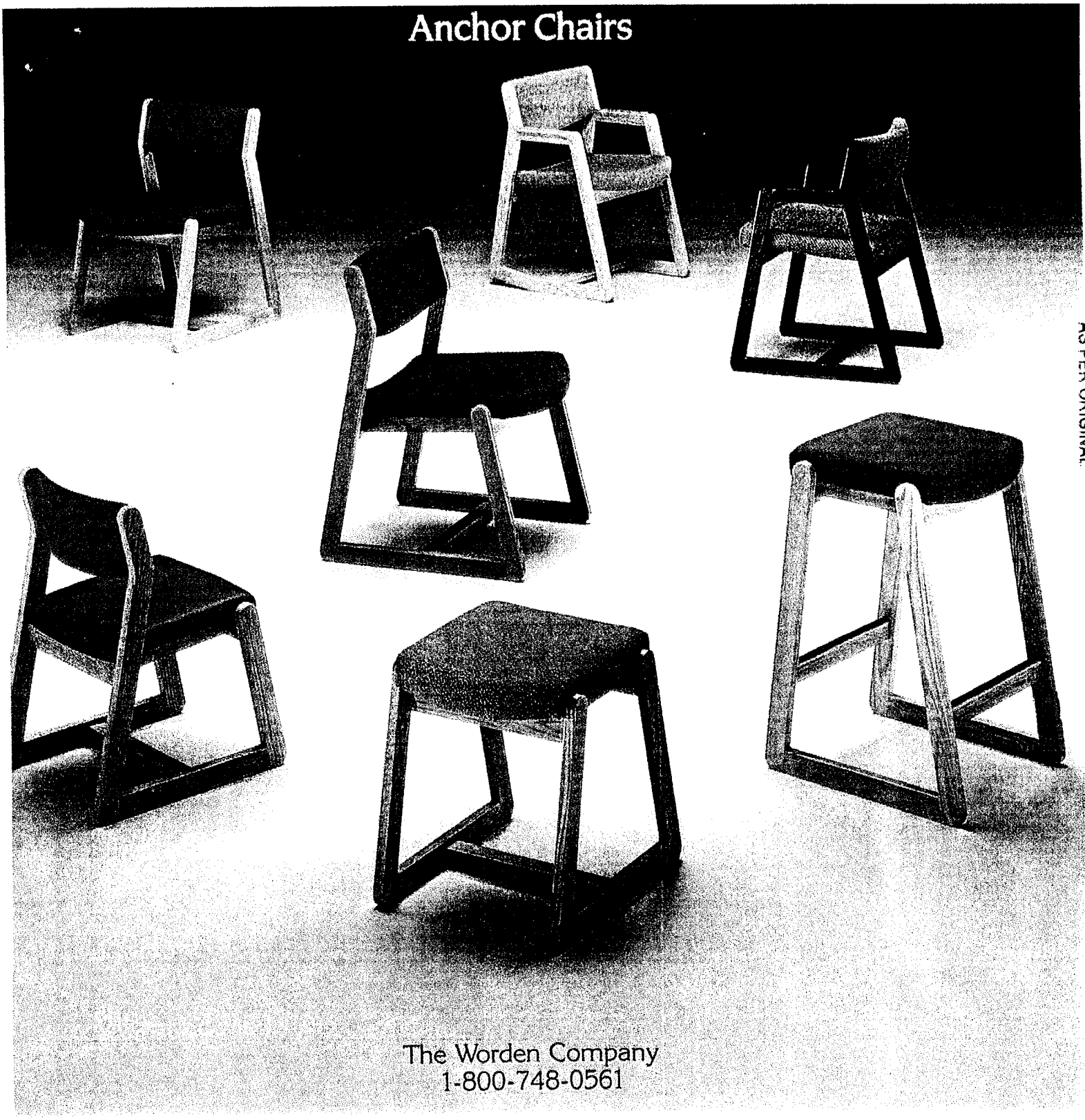
Armres engin for co.



10°

available sled base rocker

Anchor Chairs



The Worden Company
1-800-748-0561

AS PER ORIGINAL

Anchor chairs are offered in six models to satisfy a range of seating requirements. This upholstered seating line is available in all Worden and Hendrick Textiles and COM. The solid oak, sled-based frame can be finished in any of Worden's standard wood finishes. Custom wood finishing is also available.

Heights: 31⅛", 25¾"
Widths: 23½", 17"
Depths: 23⅛", 19¾"

Seat heights: 18", 15"
Arm height: 25¼"
Stool heights: 28", 18"



side chair
220-06-0

Two-position armchair
220-R1-0

arm chair
220-01-0

juvenile chair
220-J6-0

High stool
220-28-0

Low stool
220-18-0

AS PER ORIGINAL



Anchor

For more information on Anchor or any other Worden product, please call 1.800.748.0561
199 East 17th Street Holland, Michigan 49423 www.wordencompany.com

Worden

AS PER ORIGINAL

Quality Construction for Simple Rearrangements

True unit construction to simplify rearranging bookstacks when needed.

Long-Lasting Finish

Premium powder coating offers great looks and long-lasting performance.

Practical Design

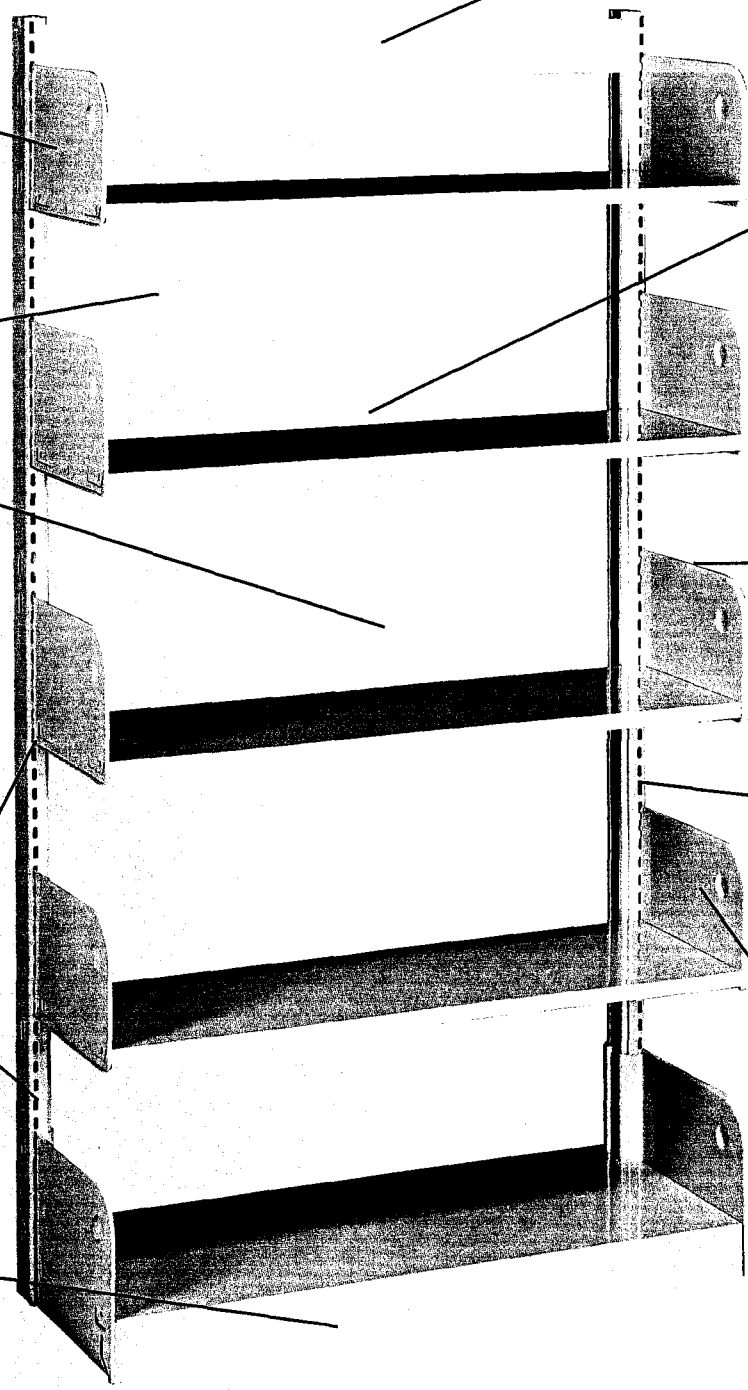
Obstruction-free weld frame design.

Increased Storage Flexibility

No sway braces – allows you to store over-sized media past the center line of bookstack.

No Sway Braces

Elimination of sway braces allows oversize media to pass the center line of the bookstack.



Rounded End Brackets to Protect Books

End brackets have smooth, rounded edges which prevent knifing of books.

Extra Wide Upright

2½" deep profile provides extra lateral stability. (2" deep profile also available.)

Flexible Design

Adjustable on 1" centers in a 6" repeat pattern to meet your specific needs.

Sturdy Brackets

All brackets have a dimple design which allows shelf to lock into end brackets.

Superior Uprights

Superior multibend uprights with twice the right angle bends (16) of other systems.

Choice of Bases

Choose standard one-piece base shelf construction or optional two-piece adjustable base with recessed kick plate.

Adjustable Levelers for Maximum Stability

Six-point, fully-adjustable levelers on each double-face section – four-point on each single-face section.

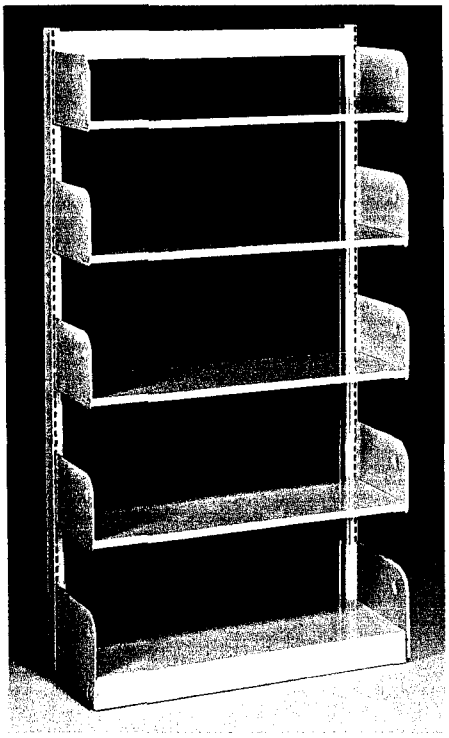
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AS PER ORIGINAL

Weld Frame (WF) Closed Base Shelf

Single Face**



Height	Levels	Shelf Depth	Base Depth	Catalog #*
42"	3	8"	8"	WF41080
		8"	10"	WF41082
		9"	9"	WF41090
		9"	10"	WF41091
		10"	10"	WF41100
		10"	12"	WF41102
		12"	12"	WF41120
66"	5	8"	8"	WF61080
		8"	10"	WF61082
		9"	9"	WF61090
		9"	10"	WF61091
		10"	10"	WF61100
		10"	12"	WF61102
		12"	12"	WF61120
78"	6	8"	8"	WF71080
		8"	10"	WF71082
		9"	9"	WF71090
		9"	10"	WF71091
		10"	10"	WF71100
		10"	12"	WF71102
		12"	12"	WF71120
84"	7	8"	8"	WF81080
		8"	10"	WF81082
		9"	9"	WF81090
		9"	10"	WF81091
		10"	10"	WF81100
		10"	12"	WF81102
		12"	12"	WF81120
90"	7	8"	8"	WF91080
		8"	10"	WF91082
		9"	9"	WF91090
		9"	10"	WF91091
		10"	10"	WF91100
		10"	12"	WF91102
		12"	12"	WF91120

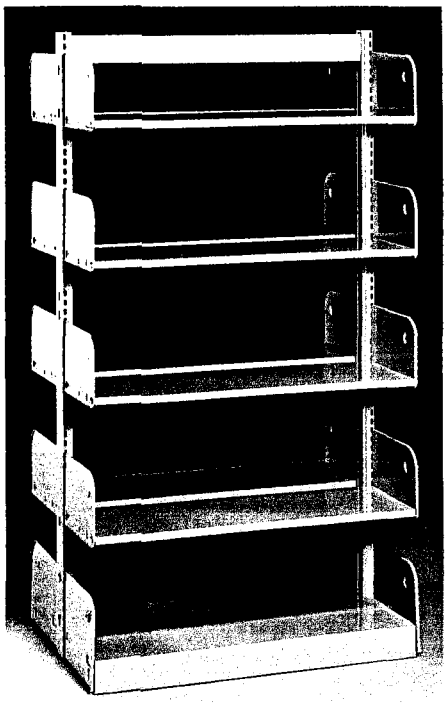
* If adjustable base is desired, change the prefix "WF" to "WA" Example: WA91120

** All single face shelving must be wall anchored

2" weld frames are also available. For details, please call factory.

NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WF411003. When 24" wide units are desired, add the number "2" to the catalog number, e.g. WF411002.

Double Face



Height	Levels	Shelf Depth	Base Depth	Catalog #*
42"	3	8"	16"	WF42080
		8"	20"	WF42082
		9"	18"	WF42090
		9"	20"	WF42091
		10"	20"	WF42100
		10"	24"	WF42102
		12"	24"	WF42120
66"	5	8"	16"	WF62080
		8"	20"	WF62082
		9"	18"	WF62090
		9"	20"	WF62091
		10"	20"	WF62100
		10"	24"	WF62102
		12"	24"	WF62120
78"	6	8"	16"	WF72080
		8"	20"	WF72082
		9"	18"	WF72090+
		9"	20"	WF72091
		10"	20"	WF72100+
		10"	24"	WF72102
		12"	24"	WF72120+
84"	7	8"	16"	WF82080+
		8"	20"	WF82082
		9"	18"	WF82090+
		9"	20"	WF82091
		10"	20"	WF82100+
		10"	24"	WF82102
		12"	24"	WF82120+
90"	7	8"	16"	WF92080+
		8"	20"	WF92082
		9"	18"	WF92090+
		9"	20"	WF92091
		10"	20"	WF92100+
		10"	24"	WF92102
		12"	24"	WF92120+

* If adjustable base is desired, change the prefix "WF" to "WA" Example: WA92120

\+ Overhead top bracing required

2" weld frames are also available. For details, please call factory.

NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WF421003. When 24" wide units are desired, add the number "2" to the catalog number, e.g. WF421002.

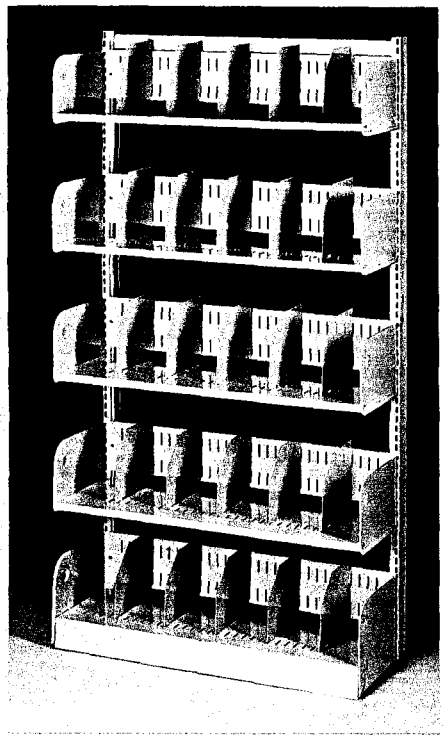
NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

AS PER ORIGINAL

Weld Frame (WF) Divider Type

Single Face**

WITH FIVE ADJUSTABLE DIVIDERS PER SHELF



Height	Levels	Shelf Depth	Base Depth	Catalog #*
42"	3	10"	10"	WD41100
		10"	12"	WD41102
		10"	13"	WD41103
		12"	12"	WD41120
		13"	13"	WD41130
		13"	16"	WD41133
66"	5	10"	10"	WD61100
		10"	12"	WD61102
		10"	13"	WD61103
		12"	12"	WD61120
		13"	13"	WD61130
		13"	16"	WD61133
78"	6	10"	10"	WD71100
		10"	12"	WD71102
		10"	13"	WD71103
		12"	12"	WD71120
		13"	13"	WD71130
		13"	16"	WD71133
84"	7	10"	10"	WD81100
		10"	12"	WD81102
		10"	13"	WD81103
		10"	13"	WD81120
		13"	13"	WD81130
		13"	16"	WD81133
90"	7	10"	10"	WD91100
		10"	12"	WD91102
		10"	13"	WD91103
		12"	12"	WD91120
		13"	13"	WD91130
		13"	16"	WD91133
93"	8	10"	10"	WD01100
		10"	12"	WD01102
		10"	13"	WD01103
		12"	12"	WD01120
		13"	13"	WD01130
		13"	16"	WD01133

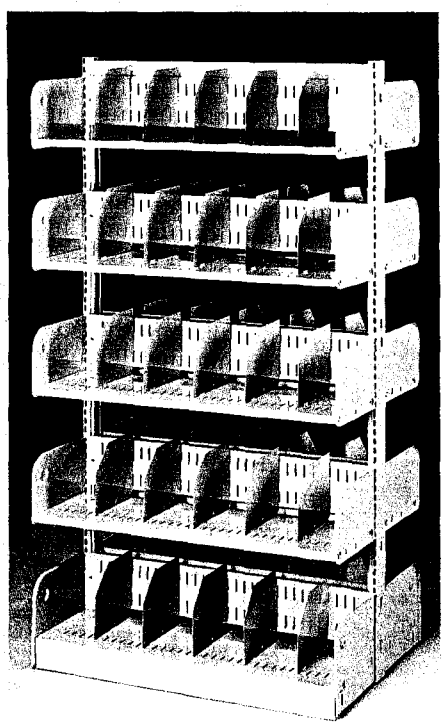
* If adjustable base is desired, change the prefix "WD" to "WDA". Example: WDA71133

** All single face shelving must be wall anchored

2" weld frames are also available. For details, please call factory.

NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WD411003. When 24" wide units are desired, add the number "2" to the catalog number, e.g. WD411002.

Double Face



Height	Levels	Shelf Depth	Base Depth	Catalog #*
42"	3	10"	10"	WD42100
		10"	24"	WD42102
		10"	26"	WD42103
		12"	24"	WD42120
		13"	26"	WD42130
		13"	32"	WD42133
66"	5	10"	20"	WD62100
		10"	24"	WD62102
		10"	26"	WD62103
		12"	24"	WD62120
		13"	26"	WD62130
		13"	32"	WD62133
78"	6	10"	20"	WD72100+
		10"	24"	WD72102
		10"	26"	WD72103
		12"	24"	WD72120+
		13"	26"	WD72130+
		13"	32"	WD72133
84"	7	10"	20"	WD82100+
		10"	24"	WD82102
		10"	26"	WD82103+
		12"	24"	WD82120+
		13"	26"	WD82130
		13"	32"	WD82133+
90"	7	10"	20"	WD92100
		10"	24"	WD92102+
		10"	26"	WD92103
		12"	24"	WD92120+
		13"	26"	WD92130+
		13"	32"	WD92133
93"	8	10"	20"	WD02100+
		10"	24"	WD02102
		10"	26"	WD02103+
		12"	24"	WD02120
		13"	26"	WD02130+
		13"	32"	WD02133

* If adjustable base is desired, change the prefix "WD" to "WDA". Example: WDA72133

\+ Overhead top bracing required

2" weld frames are also available. For details, please call factory.

NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WD421003. When 24" wide units are desired, add the number "2" to the catalog number, e.g. WD421002.

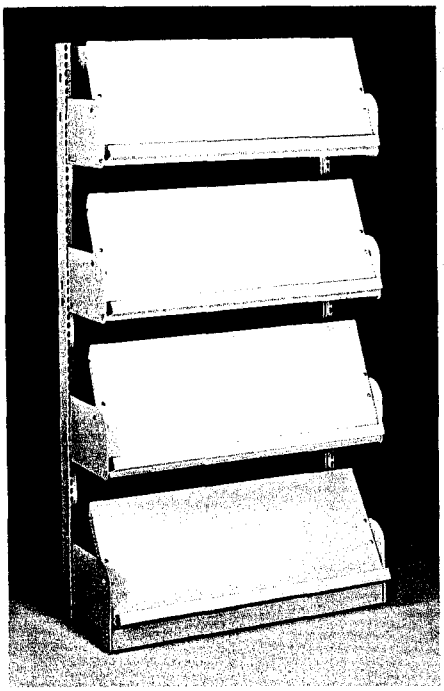
NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

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Periodical Display Units



Sloping periodical shelving with flat storage shelf. With 12" storage shelves & 12" Base single face or 24" Base double face.

SINGLE FACE

Height	Sloping Shelves	Storage Levels	Catalog #*
42"	3	3	WP41120
66"	4	4	WP61120
78"	5	5	WP71120
84"	6	6	WP81120
90"	6	6	WP91120

DOUBLE FACE

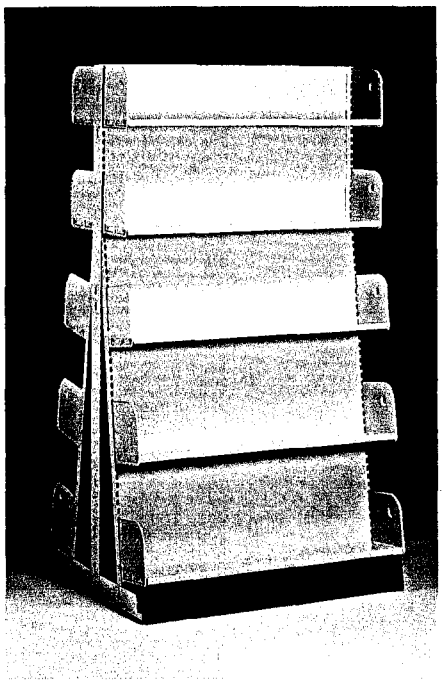
Height	Sloping Shelves	Storage Levels	Catalog #*
42"	6	6	WP42120
66"	8	8	WP62120
78"	10	10	WP72120
84"	12	12	WP82120
90"	12	12	WP92120

* If adjustable base is desired, change the prefix "WP" to "WPA". Example: WPA72133
NOTE: Display shelf is 14" high

NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WP411203. When 24" wide units are desired, add the number "2" to the catalog number, e.g., WP411202.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

Display Shelf Units



Sloping display unit is ideal for displaying various periodicals, new books, or other media items. Lower shelves are sloped 10° for better visualization. Shelves are 7"d actual.

SINGLE FACE

Height	Sloping Shelves	Storage Levels	Catalog #*
42"	1	2	DAS436
66"	2	3	DAS636
84"	3	4	DAS836
90"	3	4	DAS936

DOUBLE FACE

Height	Sloping Shelves	Storage Levels	Catalog #*
42"	2	4	DAD436
66"	4	6	DAD636
84"	6	8	DAD836
90"	6	8	DAD936

NOTE: Display shelf is 14" high

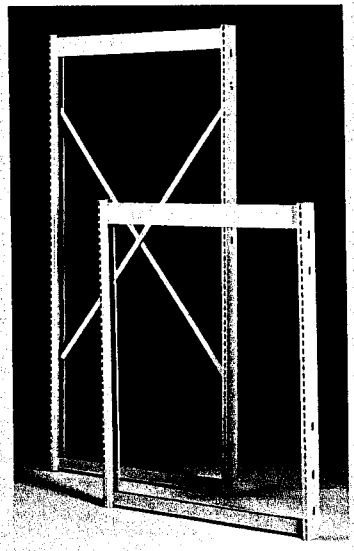
NOTE: When 30" wide units are desired, add the number "3" to the catalog number, e.g., WP411203. When 24" wide units are desired, add the number "2" to the catalog number, e.g., WP411202.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

AS PER ORIGINAL

Frames

Welded Frames



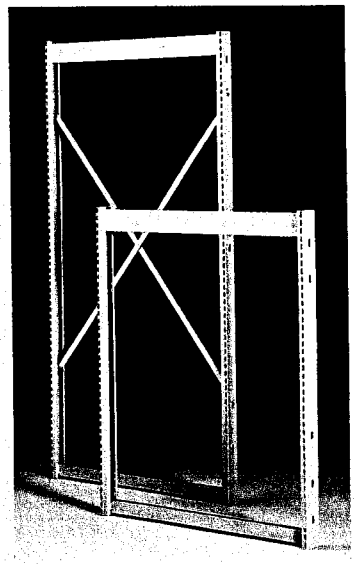
WELDED FRAMES

Height	Catalog Number*
42"	W4236
54"	W5436
66"	W6636
78"	W7836
84"	W8436
90"	W9036
93"	W9336

SEISMIC SWAY BRACES

Height	Catalog Number*
66" & 78"	SSBR6036A
84", 90", 93"	SSBR7336A

2" Welded Frames



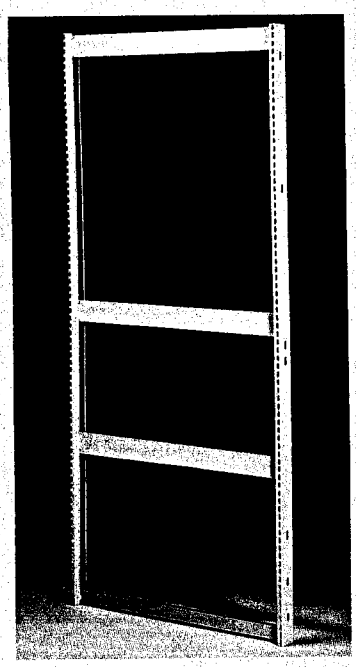
WELDED FRAMES

Height	Catalog Number*
42"	W2-4236
54"	W2-5436
66"	W2-6636
78"	W2-7836
84"	W2-8436
90"	W2-9036
93"	W2-9336

SEISMIC SWAY BRACES

Height	Catalog Number*
66" & 78"	SSBR6036A
84", 90", 93"	SSBR7336A

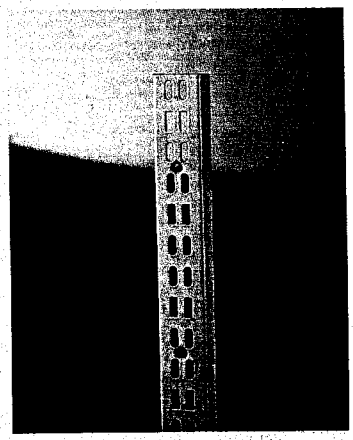
Seismic Welded Frames



Eliminates the need for sway braces.

Height	Catalog Number*
78"	SWF7836
84"	SWF8436
90"	SWF9036

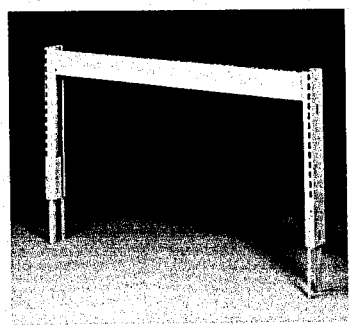
Wall Hung Columns



One-Piece Wall Hung Column Strip. Designed to accept all components or accessory items, 1 ½"w x 1"d. Special heights available.

Height	Catalog Number
30"	PILWCH30
42"	PILWCH42
54"	PILWCH54
66"	PILWCH66
78"	PILWCH78
84"	PILWCH84
90"	PILWCH90

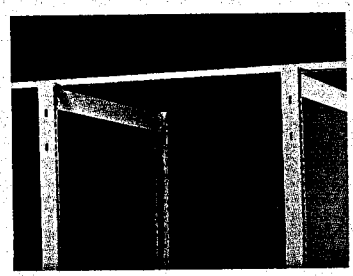
Welded Frame Extender



Add to existing frames for more space. Available in a variety of sizes with a 12" minimum.

Size	Catalog Number
36"w x 12"h	WFEXT3612A
36"w x 18"h	WFEXT3618A
36"w x 24"h	WFEXT3624A
36"w x 30"h	WFEXT3630A

Transverse Overhead Top Tie Bracing



Channel construction top tie furnished in 9 foot lengths for use with free standing and open base bookstack.

Type	Catalog Number
Weld Frame	OTBW9

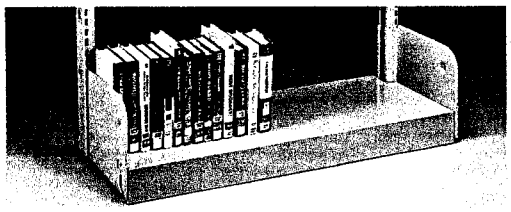
**Frames are 36" wide. For 30" wide change catalog number to end with 30, e.g. Wxx30.*

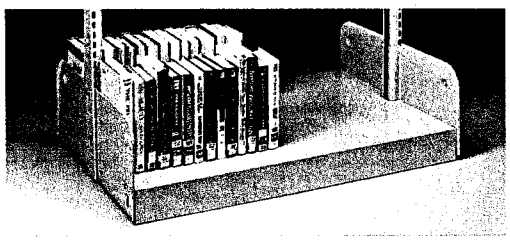
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Base Shelves

Closed Base Shelves

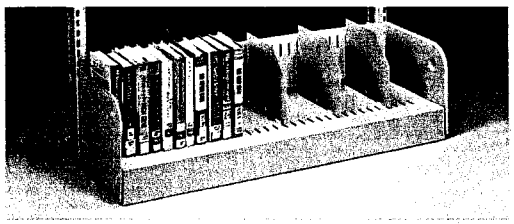


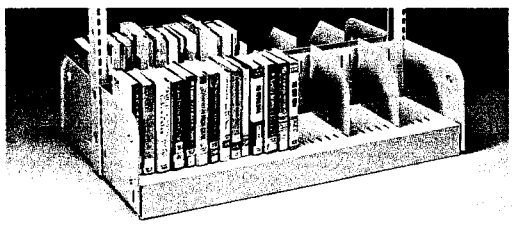


One piece construction comes complete with base brackets. Special widths or depths available. If adjustable base required change "WB" to "WA". Example WAxxxxA.

Single Faced		Double Faced	
Shelf Depth	Catalog Number*	Shelf Depth	Catalog Number*
08"	WB3608A	16"	WB3616DA
09"	WB3609A	18"	WB3618A
10"	WB3610A	20"	WB3620A
12"	WB3612A	24"	WB3624A
13"	WB3613A	26"	WB3626A
16"	WB3616A	32"	WB3632A

Closed Base Shelves With Dividers

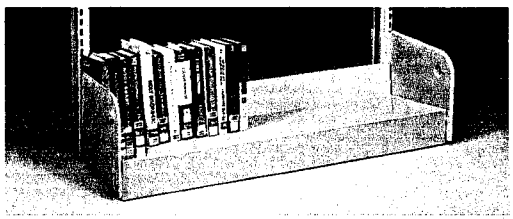


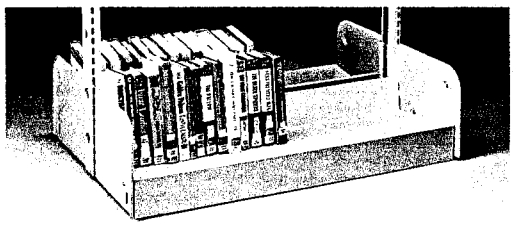


Slotted on 1" centers for dividers, with 5" backstop. Five adjustable dividers provided with 36" width. If adjustable base required add "A" to Prefix. Example TBDSAxxxx.

Single Faced		Double Faced	
Shelf Depth	Catalog Number*	Shelf Depth	Catalog Number*
10"	TBDS3610	20"	TBDD3620
12"	TBDS3612	24"	TBDD3624
13"	TBDS3613	26"	TBDD3626
16"	TBDS3616	32"	TBDD3632

Sloping Base Shelves





The sloping base shelves aid visually for items displayed on the bottom shelf. Available in fixed base only.

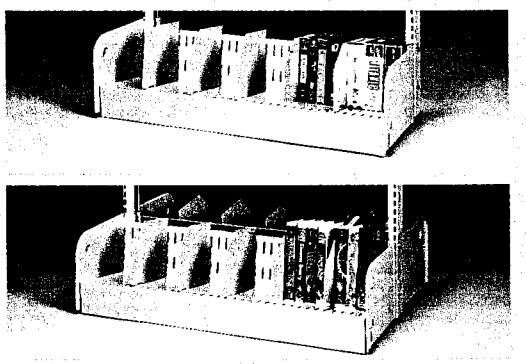
Single Faced		Double Faced	
Shelf Depth	Catalog Number*	Shelf Depth	Catalog Number*
09"	WSB3609A	18"	WSB3618A
10"	WSB3610A	20"	WSB3620A
12"	WSB3612A	24"	WSB3624A

* For 30" wide items, change 36" in catalog number to 30 e.g., WSB3010A, BL3009A etc.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

Base & Adjustable Shelves

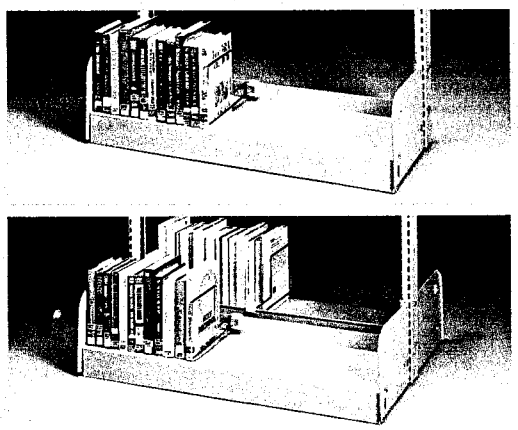
Video Sloping Base Shelves



Sloping base shelf. Slotted on 1" centers for dividers, with 5" integral backstop. Six adjustable dividers provided with 36" wide, 9° slope.

Single Faced		Double Faced	
Size	Catalog Number*	Size	Catalog Number*
36"w x 12" d 6 dividers	VC3612A	36"w x 24" d 12 dividers	VC3612DA

Integral Back Base Shelves

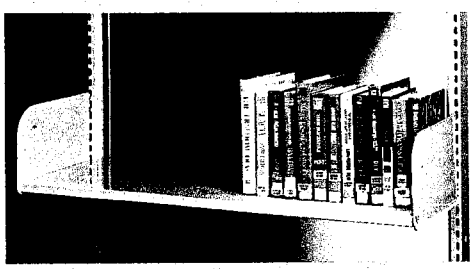


If adjustable base is required, change catalog number to WIBBSAxxxxA. Includes one wire divider per opening.

Single Faced		Double Faced	
Size	Catalog Number*	Size	Catalog Number*
08"	WIBBS3608A	18"	WIBBS3618A
09"	WIBBS3609A	20"	WIBBS3620A
10"	WIBBS3610A	24"	WIBBS3624A
12"	WIBBS3612A	26"	WIBBS3626A
13"	WIBBS3613A	32"	WIBBS3632A
16"	WIBBS3616A		

Divider Only	
Size	Catalog Number*
08" d	EWD-1
12" d	EWD-2

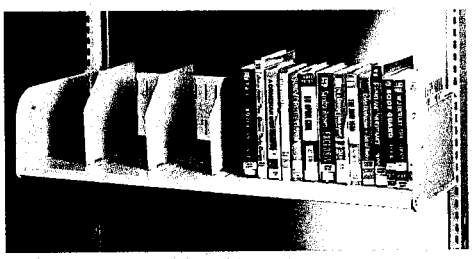
Adjustable Shelves



Includes brackets. Can be furnished in special widths or depths.

Shelf Depth	Catalog Number*	Shelf Depth	Catalog Number*
08"	BL3608A	14"	BL3614A
09"	BL3609A	15"	BL3615A
10"	BL3610A	16"	BL3616A
11"	BL3611A	18"	BL3618A
12"	BL3612A	19"	BL3619A
13"	BL3613A		

Adjustable Divider Shelves



Slotted on 1" centers to accommodate dividers. Includes 5" back and brackets. Five dividers provided with each 36" shelf.

Shelf Depth	Catalog Number*
10"	DS3610A
11"	DS3611A
12"	DS3612A
13"	DS3613A
16"	DS3616A

* For 30" wide items, change 36" in catalog number to 30 e.g., WSB3010A, BL3009A etc.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

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Specialty Shelves

Periodical Display Shelves

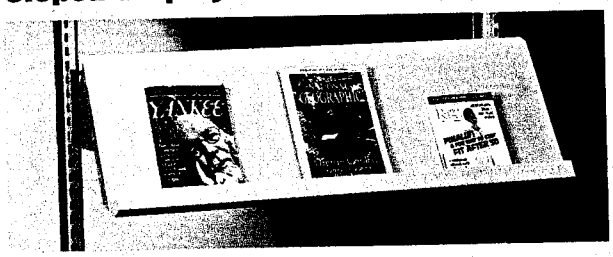


Sloped for display. Note: periodical surface is 14" high.

Size	Catalog Number*
36"w x 12"d	PDS3612A
36"w x 12"d	PDS3612ACLH+

+Includes continuous label holder

Sloped Display Shelves



Sloped for display. Fixed or pivot optional. Note: periodical surface is 12" high.

Size	Catalog Number*
36"w x 12"d	SDS3612A
36"w x 12"d	SDS3612ACLH+

+Includes continuous label holder

Princeton File Box



Displays materials on a sloping shelf, while enclosing stored materials behind the shelf to protect from dust and sunlight.

Size	Catalog Number*
36"w x 16"d x 16"h	KDPRBOXA

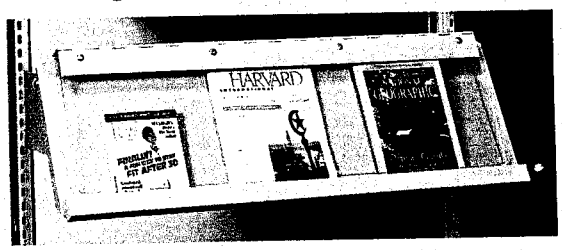
Periodical Display Shelves With Plexiglass Cover



Sloped for display. Fixed or pivot optional. Note: periodical surface is 14" high.

Shelf Depth	Catalog Number*
36"w x 12"d	PDSCA

Sloped Display Shelves With Plexiglass Cover



Sloped for display. Note: periodical surface is 12" high.

Size	Catalog Number*
36"w x 12" d	SDSCA

Princeton File Box With Plexiglass Cover



Displays materials on a sloping shelf, while enclosing stored materials behind the shelf to protect from dust and sunlight.

Size	Catalog Number*
36"w x 16"d x 16"h – 1 piece plexiglass	KDPRBOX1PA
36"w x 16"d x 16"h – 2 piece plexiglass	KDPRBOX2PA

* For 30" wide items change 36" in catalog number to 30, e.g., IN3010A, SRS3008A, etc.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

Specialty Shelves

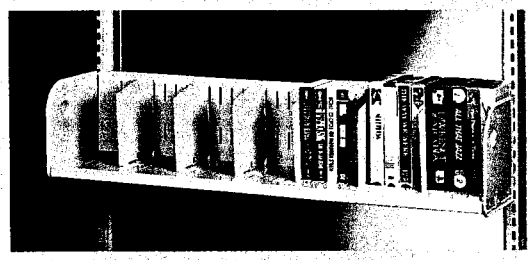
Sliding Reference Shelves



Sturdy full extension slides attach to underside of adjustable shelf (furnished separately). For double faced units use two reference shelves.

Size	Catalog Number*	Size	Catalog Number*
36"w x 08"d	SRS3608A	36"w x 10"d	SRS3610A
36"w x 09"d	SRS3609A	36"w x 12"d	SRS3612A

Video Cassette/Paperback Book Shelf



Slopes to allow convenient viewing of spines on paperbacks and video cassettes. Six adjustable dividers included.

Size	Catalog Number*	Size	Catalog Number*
36"w x 06"d	VCS3607A	36"w x 07"d	VCS3608A
Divider only	DIV07		

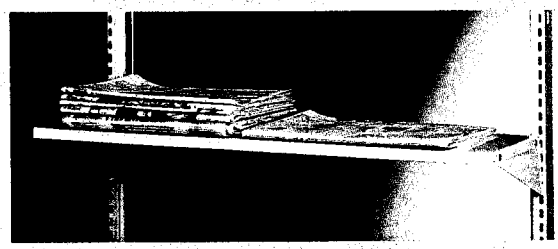
Tu-bar Shelves



Includes infinitely adjustable divider. Compressor block can be installed on shelf surface or hung from bottom of shelf.

Shelf Depth	Catalog Number*	Height	Compressor
36"w x 10"d	SSC3610A	06"	SC6
36"w x 12"d	SSC3612A	09"	SC9

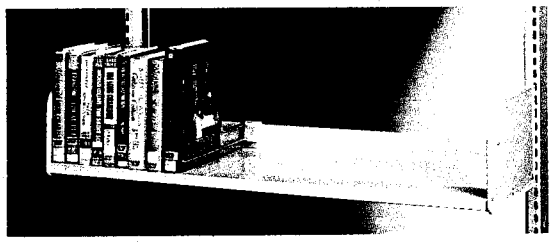
Storage Shelves



Use with sloped display shelves, or any place where a flat shelf is desired.

Shelf Depth	Catalog Number*	Shelf Depth	Catalog Number*
36"w x 10"d	IN3610A	36"w x 15"d	IN3615A
36"w x 12"d	IN3612A	36"w x 16"d	IN3616A
36"w x 13"d	IN3613A	36"w x 18"d	IN3618A
36"w x 14"d	IN3614A	36"w x 19"d	IN3619A

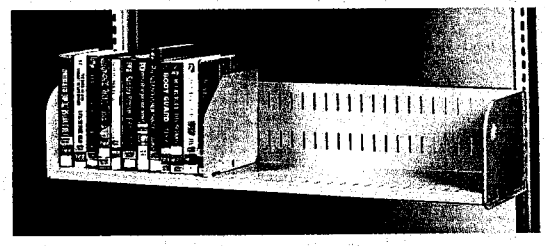
Integral Back Shelves



Built-In 2" backstop keeps items organized. Includes brackets and one wire divider per opening.

Size	Catalog Number*	Size	Catalog Number*
36"w x 08"d	BLIB3608A	36"w x 12"d	BLIB3612A
36"w x 09"d	BLIB3609A	36"w x 13"d	BLIB3613A
36"w x 10"d	BLIB3610A	36"w x 16"d	BLIB3616A
36"w x 11"d	BLIB3611A		

One-Piece Divider Shelf With Back



Built-In 6 3/8" backstop keeps items organized. Shown with standard-sized divider (DIVxx), not included. Dividers shown on page 17.

Size	Catalog Number*	Size	Catalog Number*
24"w x 10"d	BDA2410	30"w x 12"d	BDA3012
24"w x 12"d	BDA2412	36"w x 10"d	BDA3610
30"w x 10"d	BDA3010	36"w x 12"d	BDA3612

* For 30" wide items change 36" in catalog number to 30, e.g., IN3010A, SRS3008A, etc.

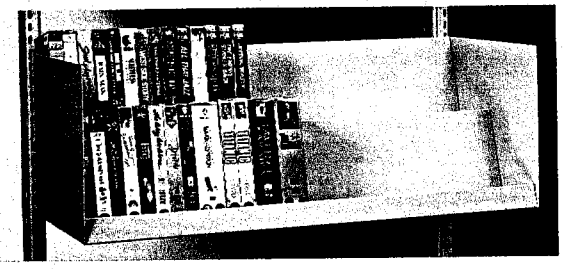
NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

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Specialty Shelves

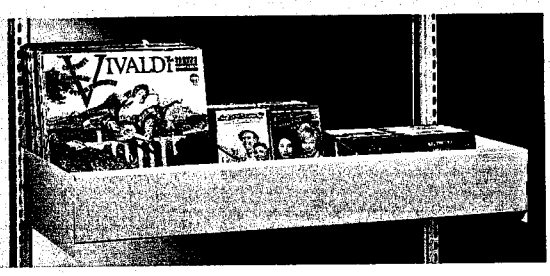
Double Tier Video Cassette Shelf



Use with Compact Discs, Video Cassettes or paperbacks for maximum storage. Sloped with 6 dividers per level. Holds 60 Videotapes or 160 Compact Discs.

Size	Catalog Number*
36"w x 14"d x 12"h	VCDT3614

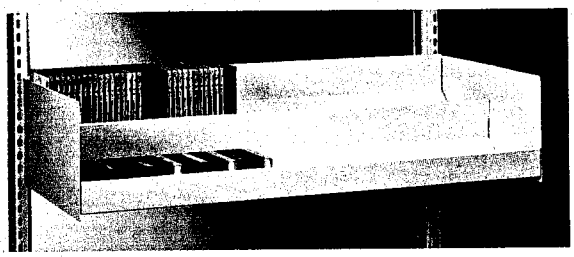
Metal Browsing Box



Storage space ideal for storing all media items. Includes 2 wire dividers.

Size	Catalog Number*	Divider Only
36"w x 15 1/16"d x 5 1/2"h	BRB3605A	BRBWD

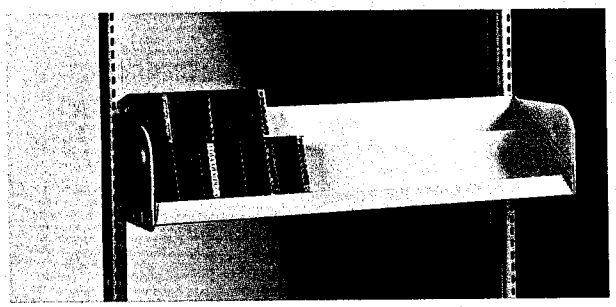
Double Tier Browsing Box



Two levels of storage space, ideal for storing all media items. Dividers (sold separately) can be placed to hold as many CDs per section as desired. Capacity: 156 CDs, 168 cassette tapes or 56 VHS videotapes (more than competing models.)

Size	Catalog Number*
36"w x 16"d x 8"d	DTBRB36A
Wire Divider	DTWD

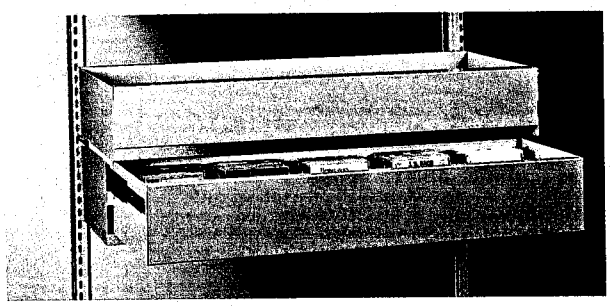
Microfilm/Audio Cassette Shelf



Ideal for storing microfilm or audio cassettes. Capacity: 100 cassettes.

Size	Catalog Number*
36"w x 10"d	SPMF36A

Pullout Browsing Box



Ideal for storing all media types. Pull-out feature permits tighter storage because no space is needed above the box to allow access to stored items.

Size	Catalog Number*
36"w x 11"d	XBRB3611A

Holds 144 Audiocassettes, 126 CDs or 42 VHS tapes

Size	Catalog Number*
36"w x 14"d	XBRB3614A

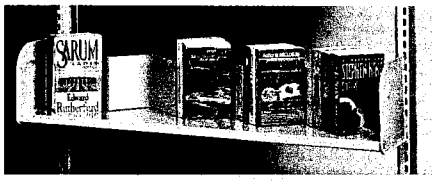
Holds 192 Audiocassettes, 174 CDs or 54 VHS tapes

* For 30" wide items change 36" in catalog number to 30, e.g., IN3010A, SRS3008A, etc.

NOTE: All depths are nominal. Contact local Estey dealer for actual depths.

Accessories

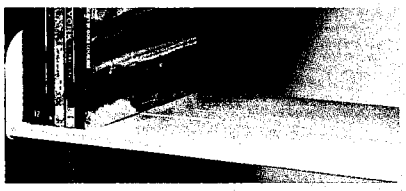
Zig-Zag Shelf



Sloped shelf with paperback insert. Ideal for displaying audio cassette or paperback books.

Size	Catalog Number*	Insert Only
36"w x 7"d	ZZ3608A	ZZPD

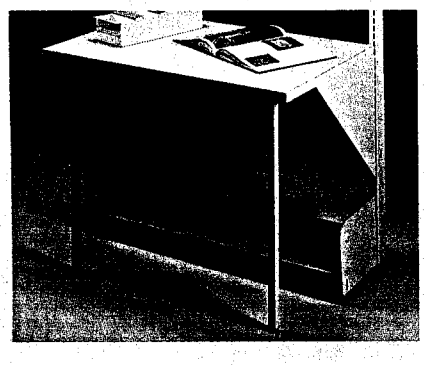
Shelf Filler



Fills the space between adjustable shelves on double sided units providing a clear-through surface.

Size	Catalog Number
33"w x 2 5/8"d	SHFIL36

Work Shelf And Brackets

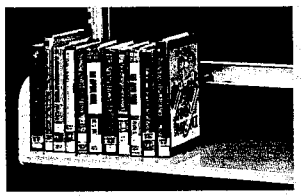


24" deep plastic shelf supported by two steel triangular brackets for work surface within stack usage. Must state desired finish of work shelf.

Size	Catalog Number*	Legs Only	Brackets Only	
24"d x 27-1/2" h	LC54A	LCL	Leftside	LCBRK24L
			Rightside	LCBRK24R

Reversible Back Stop & Wire Divider

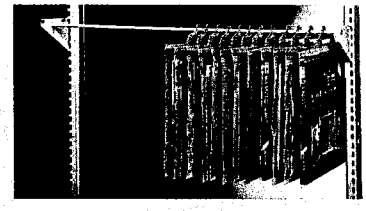




One side is regular backstop. Reverse and the other side is sliding support backstop.

Size		Catalog Number
36"w x 2"h	Back Stop	RBS36
	Wire Divider	BSWBS

Media Hanger Rack



Consists of brackets with hanger rod for clear-view plastic media bags.

Size	Catalog Number*
36"w x 6 ½"d x 4 ¼"h	HB36A

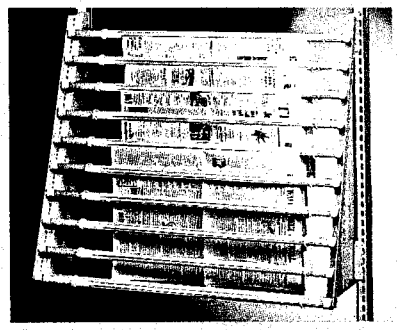
Base Filler Closures



Use on adjustable base shelves to fill space between uprights.

	Catalog Number
Weld Frame	BFC36
For Mobile Carriage	BCC36

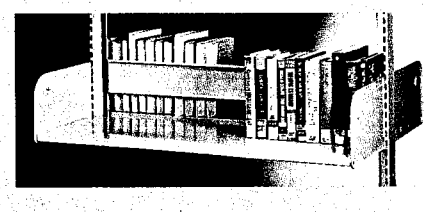
Newspaper Racks



Display newspapers. Newspaper sticks are included.

Size	Catalog Number*	Size	Catalog Number*
12"d x 14" h (6 Holders)	NPR6	12"d x 22"h (10 Holders)	NPR10

Offset Center Backstop



Eliminates the need for individual backstops.

Size	Catalog Number
Low Profile	
36"w x 2"h	CBSS36
High Profile *(Shown in above photo)*	
36"w x 3 9/32"h	CBS36

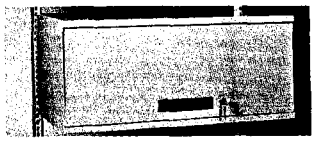
**For 30" wide items change 36" in catalog number to 30, e.g., BRB3005A, BL3008A etc.*

ESTEY

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Accessories

Cabinets





Ideal for storing valuable items that need to be secured. Includes flipper door and lock. Frames hold trays that store various media items.

Cabinet only

Size	Catalog Number
36"w x 17 5/8"d x 15 1/2"h	FDCB36L

Cabinet with 1 pull-out frame

Size	Catalog Number
36"w x 17 5/8"d x 15 1/2"h	CBFD36LFA

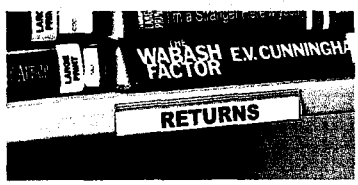
Cabinet with 2 pull-out frames

Size	Catalog Number
36"w x 17 5/8"d x 15 1/2"h	CBFD36L2FA

Frame only

Size	Catalog Number
33 3/8"w x 16"d	FRAME36A

Shelf Label Holder



Plastic clip-on holder for 5/8" x 5" card.

Size
5 1/2"w x 3/4"h
Catalog Number
SLH

Range Finder & Card Holders

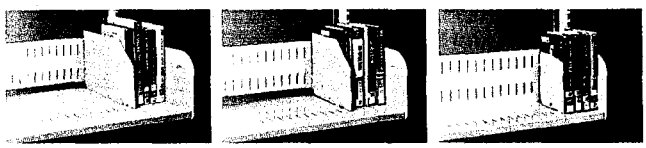




For use on end panels or uprights for identification of range contents. Holds 3" x 5" cards. Finished in black. Attaches with double sided tape.

Range Finder	Size	Catalog Number
	6 3/4"d x 3 1/8"h	RFP6
Card Holders	**Size**	**Catalog Number***
Double Card Holder	10 1/4"w x 3 1/8"h	DCH-B
Cast Aluminum	5 5/8"w x 3 1/2"h	SCH-CA
Single Card Holder	5 1/4"w x 3 1/8"h	SCH-B

Shelf Dividers

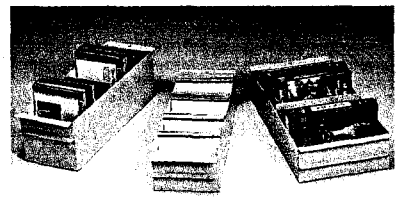


Size	Catalog Number
7"d x 6"h	DIV07
9"d x 7 1/2"h	DIV09
12"d x 7 1/2"h	DIV12

Standard, durable dividers which work on many Estey shelving products.

**For 30" wide items change 36" in catalog number to 30, e.g., BRB3005A, BL3008A etc.*

Metal trays



Handy metal trays store a wide variety of media. Use alone or in conjunction with Estey cabinets.

Metal Tray – Compact Disc

Size	Catalog Number	Divider Only
5"w x 4 3/8"d x 4 1/2"h	TRCD514A	CDD-1

Metal Tray Audio Cassettes

Size	Catalog Number	Divider Only
4 7/16"w x 14 3/8"d x 3 1/8"h	TRAC414A	ACD-1

Metal Tray – VHS Tapes

Size	Catalog Number	Divider Only
7 5/8"w x 14 3/8"d x 3 1/8"h	TRVHS714A	VHSD-1

Metal Tray – 3 x 5 Cards

Size	Catalog Number	Divider Only
5 1/8"w x 2 3/4"d	TRCRD3X5A	CRDD-1

Metal Tray – Microfiche

Size	Catalog Number	Divider Only
6 3/16"w x 14 3/8"d x 4 1/2"h	TRMF614A	MFD-1

Steel Book Supports



Findable – Unattached book support used on surface of shelves. Furnished with cork backing.
Hook On – Hooks onto return flange of adjustable shelves for rigid support.
Magnetic – Unattached book support used on surface of shelves furnished with magnetic strip.

	Height	Catalog Number		Height	Catalog Number
Findable	6"	BSN6	Magnetic	6"	BSM6
	9"	BSN9		9"	BSM9
Hook On	6"	LOBS6			
	9"	LOBS9			

Wire Book Supports



Wire book support attaches to underside of shelf. Easily adjustable.

Type	Size	Catalog Number
"V"	6"h	WBS6
"V"	9"h	WBS9
"W"	7"h	WBSW7

AS PER ORIGINAL

Accessories

Canopy Brackets For Wood Tops



Used when wood or hard plastic canopy tops are used. For single faced units, use 1 pair. For double faced units, use 2 pairs. Each pair consists of one left and one right bracket. Wood top not included.

Size	1 Pair
08"	CTIB08S
09"	CTIB09S
10"	CTIB10S
12"	CTIB12S
13"	CTIB13S
16"	CTIB16S
18"	CTIB18S

Canopy Signage



Easily identify special items or sections with this customizable label holder.

Size	Catalog Number
35 ¼"w x 1 ¾"h	CPSGN36

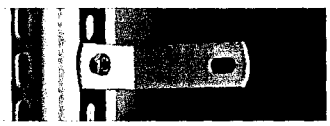
Lighting



Place anywhere more light is needed for display or referencing.

Size	Catalog Number
24"w x 6 ½"d	ESLT-36

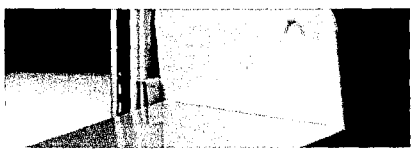
Wall Clip



Used to attach single face units to the wall for support.

Size	Catalog Number
3"w x 2"d x 1"h	WCLIP

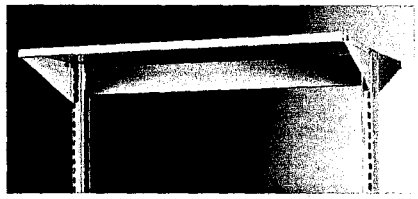
Shelf Tilt Bracket



Converts standard shelves into sloping shelves for easy referencing.

Size	Catalog Number
1 ¼"w x 2"h	STB-LF
	STB-RT

Steel Canopy Tops



Keeps dust off your valuable materials. Includes attaching brackets.

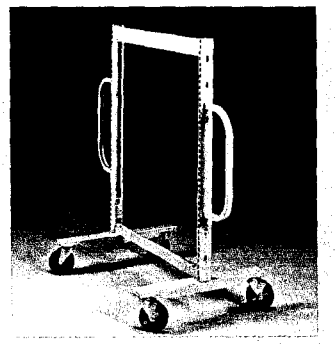
Single Faced		Double Faced	
Base Depth	Catalog Number*	Base Depth	Catalog Number*
08"	CTS3608	16"	CTD3616
09"	CTS3609	18"	CTD3618
10"	CTS3610	20"	CTD3620
12"	CTS3612	24"	CTD3624
13"	CTS3613	26"	CTD3626
16"	CTS3616	32"	CTD3632

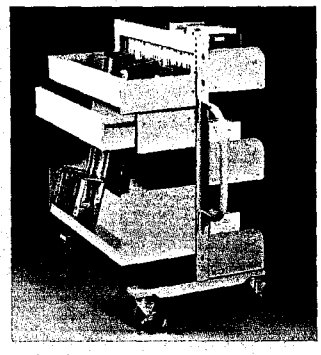
Attaching Bracket also used to secure steel end panels. Each pair consists of one left and one right bracket.

Attaching Brackets

Base Depth	1 Pair	Base Depth	1 Pair
08"	CTB08S	12"	CTB12S
09"	CTB09S	13"	CTB13S
10"	CTB10S	16"	CTB16S

Media Cart





Can be customized to carry any type of media. Basic media cart comes without shelves, allowing customer to choose shelves "a la Carte" to best suit the application. Carts come standard with one handle; for additional handle (as shown above left), see below.

Size	Catalog Number*
36"w x 30" h	EMC-3630A
36"w x 36" h	EMC-3636A
42"w x 36" h	EMC-4236A
Additional Handle	CH

Note: Base depth of cart is 26", but will vary depending on shelving selected.

**For 30" wide items, change catalog number to end with 30, e.g., CBS30, CTS3008, etc.*

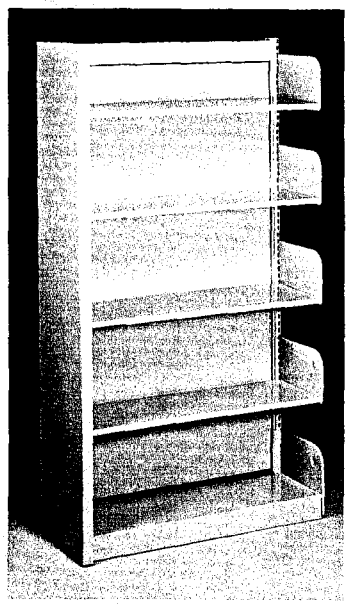
ESTEY

A DIVISION OF TENNSCO CORP.

Options

Steel End Panels & Backs

Optional attaching brackets available for added stability. See page 17 under Steel Canopy Tops.



STEEL BACKS

Size	Catalog Number
36"w x 42"h	WNB3642A
36"w x 66"h	WNB3666A
36"w x 78"h	WNB3678A
36"w x 84"h	WNB3684A
36"w x 90"h	WNB3690A

SINGLE FACE END PANELS

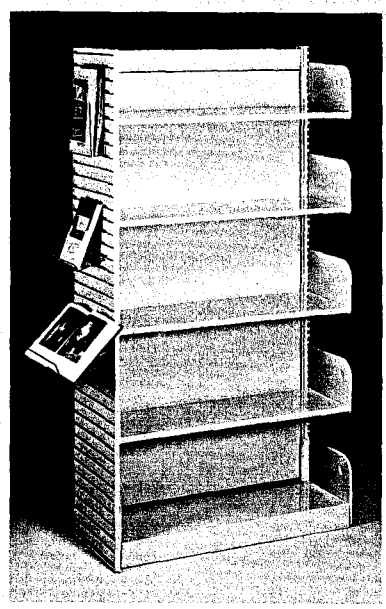
Height	Base Depth	Catalog Number
42"	8"	WSP4208A
	9"	WSP4209A
	10"	WSP4210A
	12"	WSP4212A
	13"	WSP4213A
	16"	WSP4216A
66"	8"	WSP6608A
	9"	WSP6609A
	10"	WSP6610A
	12"	WSP6612A
	13"	WSP6613A
	16"	WSP6616A
78"	8"	WSP7808A
	9"	WSP7809A
	10"	WSP7810A
	12"	WSP7812A
	13"	WSP7813A
	16"	WSP7816A
84"	8"	WSP8408A
	9"	WSP8409A
	10"	WSP8410A
	12"	WSP8412A
	13"	WSP8413A
	16"	WSP8416A
90"	8"	WSP9008A
	9"	WSP9009A
	10"	WSP9010A
	12"	WSP9012A
	13"	WSP9013A
	16"	WSP9016A
93"	8"	WSP9308A
	9"	WSP9309A
	10"	WSP9310A
	12"	WSP9312A
	13"	WSP9313A
	16"	WSP9316A

DOUBLE FACE END PANELS

Height	Base Depth	Catalog Number
42"	16"	WDP4216A
	18"	WDP4218A
	20"	WDP4220A
	24"	WDP4224A
	26"	WDP4226A
	32"	WDP4232A
66"	16"	WDP6616A
	18"	WDP6618A
	20"	WDP6620A
	24"	WDP6624A
	26"	WDP6626A
	32"	WDP6632A
78"	16"	WDP7816A
	18"	WDP7818A
	20"	WDP7820A
	24"	WDP7824A
	26"	WDP7826A
	32"	WDP7832A
84"	16"	WDP8416A
	18"	WDP8418A
	20"	WDP8420A
	24"	WDP8424A
	26"	WDP8426A
	32"	WDP8432A
90"	16"	WDP9016A
	18"	WDP9018A
	20"	WDP9020A
	24"	WDP9024A
	26"	WDP9026A
	32"	WDP9032A
93"	16"	WDP9316A
	18"	WDP9318A
	20"	WDP9320A
	24"	WDP9324A
	26"	WDP9326A
	32"	WDP9332A

Slatwall End Panels & Attachments

Optional attaching brackets available for added stability. See page 17 under Steel Canopy Tops.



Shown with optional attachments which are not included.

SINGLE FACE END PANELS

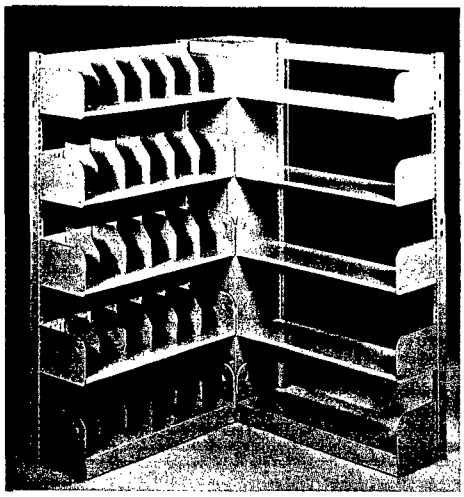
Height	Base Depth	Catalog Number
42"	12 ¾"	SWE-4210A
	13 ¾"	SWE-4211A
	14 ¾"	SWE-4212A
	15 ¾"	SWE-4213A
	16 ¾"	SWE-4214A
	17 ¾"	SWE-4215A
	18 ¾"	SWE-4216A
66"	12 ¾"	SWE-6610A
	13 ¾"	SWE-6611A
	14 ¾"	SWE-6612A
	15 ¾"	SWE-6613A
	16 ¾"	SWE-6614A
	17 ¾"	SWE-6615A
	18 ¾"	SWE-6616A
78"	12 ¾"	SWE-7810A
	13 ¾"	SWE-7811A
	14 ¾"	SWE-7812A
	15 ¾"	SWE-7813A
	16 ¾"	SWE-7814A
	17 ¾"	SWE-7815A
	18 ¾"	SWE-7816A
84"	12 ¾"	SWE-8410A
	13 ¾"	SWE-8411A
	14 ¾"	SWE-8412A
	15 ¾"	SWE-8413A
	16 ¾"	SWE-8414A
	17 ¾"	SWE-8415A
	18 ¾"	SWE-8416A
90"	12 ¾"	SWE-9010A
	13 ¾"	SWE-9011A
	14 ¾"	SWE-9012A
	15 ¾"	SWE-9013A
	16 ¾"	SWE-9014A
	17 ¾"	SWE-9015A
	18 ¾"	SWE-9016A

DOUBLE FACE END PANELS

Height	Base Depth	Catalog Number
42"	21 ½"	SWE-4220A
	23 ½"	SWE-4222A
	25 ½"	SWE-4224A
	27 ½"	SWE-4226A
	29 ½"	SWE-4228A
	31 ½"	SWE-4230A
	33 ½"	SWE-4236A
66"	21 ½"	SWE-6620A
	23 ½"	SWE-6622A
	25 ½"	SWE-6624A
	27 ½"	SWE-6626A
	29 ½"	SWE-6628A
	31 ½"	SWE-6630A
	33 ½"	SWE-6636A
78"	21 ½"	SWE-7820A
	23 ½"	SWE-7822A
	25 ½"	SWE-7824A
	27 ½"	SWE-7826A
	29 ½"	SWE-7828A
	31 ½"	SWE-7830A
	33 ½"	SWE-7836A
84"	21 ½"	SWE-8420A
	23 ½"	SWE-8422A
	25 ½"	SWE-8424A
	27 ½"	SWE-8426A
	29 ½"	SWE-8428A
	31 ½"	SWE-8430A
	33 ½"	SWE-8436A
90"	21 ½"	SWE-9020A
	23 ½"	SWE-9022A
	25 ½"	SWE-9024A
	27 ½"	SWE-9026A
	29 ½"	SWE-9028A
	31 ½"	SWE-9030A
	33 ½"	SWE-9036A

Options

Corner Fillers

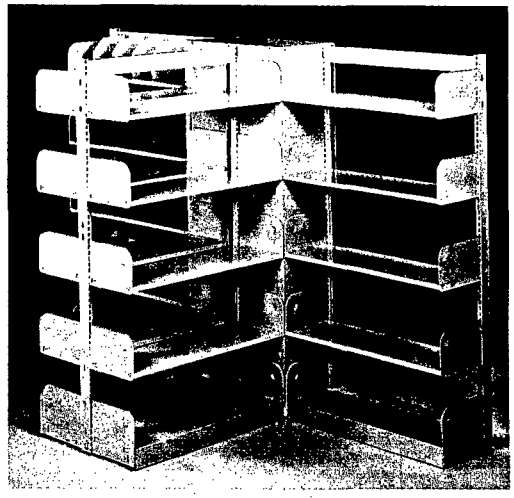


Used to make a corner for units placed at right angles to each other. Available in all heights and depths. Specify height and depth (*hhdd*) when ordering. Over 93" high contact factory.

Height	Catalog Number
42" to 93"	SCF*hhdd*A

Depths
08" to 32"

Intermediate Wall Fillers

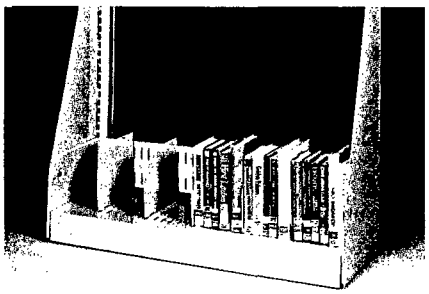


Used to fill a void where two single faced units are joined at a right angle with a double faced unit. Available for all base shelf depths and frame heights. Specify height and depth (*hhdd*) when ordering. Over 93" high contact factory.

Height	Catalog Number
42" to 93"	DCF*hhdd*A

Depths
08" to 32"

Fixed Base Reinforcing Gussets



Used when *fixed base* shelving units are to be mounted on mobile carriage bases or when additional stabilization is required. Single face gussets must be specified left or right.

Single Face		Single Face	
08"	GS08LA	12"	GS12-1AL
08"	GS08RA	12"	GS12-1AR
09"	GS09LA	13"	GS13LA
09"	GS09RA	13"	GS13RA
10"	GS10-1AL	16"	GS16LA
10"	GS10-1AR	16"	GS16RA
Double Face		**Double Face**	
16"	GD08A	24"	GD12-1A
18"	GD09A	26"	GD13A
20"	GD10-1A	32"	GD16A

Adjustable Reinforcing Gussets



Used when *adjustable shelving* are used for a base and are to be mounted on mobile carriage bases only. Single face gussets must be specified left or right.

Single Face		Single Face	
08"	GS08CAL	12"	GS12CAL
08"	GS08CAR	12"	GS12CAR
09"	GS09CAL	13"	GS13CAL
09"	GS09CAR	13"	GS13CAR
10"	GS10-CAL	16"	GS16CAL
10"	GS10-CAR	16"	GS16CAR
Double Face		**Double Face**	
16"	GD08CA	24"	GD12CA
18"	GD09CA	26"	GD13CA
20"	GD10-CA	32"	GD16CA

Installation References:

North Richland Hills Library
9015 Grand Avenue
North Richland Hills, TX 76180
Steve Brown – 817-427-6800

Lewisville Public Library
1197 W. Main
Lewisville, TX 75067
Ann Wiegand – 972-219-3570

Tomball College
3055 Tomball Parkway
Tomball, TX 77375
Rhoda Goldberg – 713-749-9000

Tarleton State University
1333 West Washington St.
Stephenville, TX 76401
Donna Savage – 254-968-9246

Freeman Memorial Library
16616 Diana Lane
Houston, TX 77062
Rhoda Goldberg – 713-749-9000

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2009

PRODUCER
JunJuguilon Insurance Agency
14519 Cullen Blvd. Ste. G
Houston, TX 77047
281-598-2690

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.

INSURED
Library Design Systems Inc.

7999 Hansen Rd., Ste. 304
Houston, TX 77061
713-469-4075Project

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Mid Century Insurance Co.	
INSURER C: Truck Insurance Exchange	
INSURER D: Texas Mutual Insurance Company	
INSURER E: Farmers Insurance Exchange	

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	7599-41-24	01/16/09	01/16/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS Comp ded 500 Coll ded 500	6935-84-52	01/16/09	01/16/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ 500 DED
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	6935-50-28	01/16/09	01/16/10	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001152870200 50116	01/16/09	01/16/10	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E		OTHER Contractor Installation	7599-41-24 Term of Contract	01/16/09	01/16/10	80,000	

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

CERTIFICATE HOLDER

CANCELLATION

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 1/26/16

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Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Furnishings for Sienna Branch Library
BID 09-039

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.

Oshkosh Industries, Inc. dba The Buckstaff Company
Legal Name of Contracting Company

Sherryl Wilson
Contact Person

1127 S. Main Street - Oshkosh, WI 54902
Complete Mailing Address

920-235-5890, ext. 287 — 920-235-2018
Telephone Number — Facsimile Number

swilson@buckstaff.com
Email Address

Sherryl Wilson — 2-4-09
Signature — Date

Fort Bend County, Texas
Invitation for Bid

Furnishings for Sienna Branch Library
for Fort Bend County
BID 09-039

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, February 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-039
Furnishings

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: 01/06/09
Issued: 01/14/09

Vendor Information

Oshkosh Industries, Inc. dba The Buckstaff Company
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

920-235-5890 — Telephone Number
920-235-2018 — Facsimile Number

1127 S. Main Street
Complete Mailing Address (for Correspondence)

Oshkosh, WI 54902
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Martin J. Cowie, Owner
Authorized Representative and Title (printed)

martinjcowie@buckstaff.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: MC

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: MC

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: MC

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: MC

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: MC

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.

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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.

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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 purchase from one (1) or more vendors furnishings for Sienna Branch Library, which meets or exceeds the specifications contained herein.

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4.0 DELIVERY:

See Section 9.9.

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 INSURANCE:

6.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

6.2.1 Workers Compensation: See Section 8.0.

6.2.2 Employer's Liability: $500,000

6.2.3 General liability including:

6.2.3.1 Premises/Operations
6.2.3.2 Products/Completed Operation
6.2.3.3 Contractual
6.2.3.4 Owner's Protective
6.2.3.5 Personal Injury/Advertising Liability
6.2.3.6 Mobile Equipment

6.2.4 General liability limits shall be equal to or greater than:

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6.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

6.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

6.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

6.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

6.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

6.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

7.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 8.2 below, setting forth the status of each matter, the schedule or

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planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

7.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

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7.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

7.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

8.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

8.1 Definitions:

8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the 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.

8.2 The 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 the contractor providing services on the project, for the duration of the project.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

8.5.2 No later than seven days after receipt by the 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.

8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.8 The 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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;

8.9.2 Provide the 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;

8.9.3 Provide the 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;

8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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;

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

9.0 GENERAL INFORMATION AND REQUIREMENTS:

9.1 The bid document includes six (6) sections:

Section 1:	Steel shelving
Section 2:	Adult and children's wood reading tables, carrels, and atlas stand
Section 3:	Circulation desk, adult reference desk, children's reference desk, small reference desks, and computer workstations
Section 4:	Custom wood tops and end panels for steel shelving
Section 5:	Adult reading chairs
Section 6:	Children's reading chairs and stools

9.2 Bidders are invited to bid on any one, two, three, four, five, or all six sections. Bids must include a minimum of one complete section. Partial bids of any one section shall not be considered an acceptable bid for that section. Bids for each section shall include all costs to furnish, deliver, and install all items according to the specifications.

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9.3 A furniture plan showing the relative location of the items to be bid is attached to the bid document. In the event of a discrepancy between the quantity of items in the written specifications and the furniture plan, bid the quantity indicated in the written specifications.

9.4 Note: Many furniture items shown on the plan are not included in this bid document. Most will be bid later in a document that will cover furnishings for offices, workrooms, and meeting areas, as well as lounge chairs and occasional tables.

9.5 In order to be considered for award of a contract by the County the following documents must be submitted with the Bid Form(s) at the time of submission:

9.5.1 List of proposed sub-contractors to be employed in the work.

9.5.2 Complete pertinent data for evaluation of proposed "equivalent items." Information submitted must include manufacturer's specifications and all other pertinent data provided herein for the referenced items. Information must be supplied either on company's letterhead or in the company's printed literature. Information submitted must include photographs of the alternates offered and samples of finishes.

9.5.3 List of names, addresses, and phone numbers of references to five (5) library projects of similar type and magnitude installed by the bidding company in the last five (5) years.

9.5.4 Certificate of insurance as required in above sections 6.0 and 8.0.

9.6 Subcontractors:

9.6.1 A subcontractor is a person or entity who has a contract, purchase order, or work authorization with the vendor to perform any work at the project premises, or to fabricate, ship, deliver or install any work for the project.

9.6.2 Installation of furniture and shelving shall be done under the supervision of an individual who has previous, satisfactory experience installing the same or similar items produced by the supplying manufacturer.

9.6.3 The vendor shall furnish to the County the names of subcontractors and/or installers for each of the principal portions of the work. The vendor shall not employ any subcontractor or installer to whom the County may have a reasonable objection.

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9.6.4 Contracts between the vendor and the subcontractors shall (1) require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the vendor by the terms of the contract documents, and to assume toward the vendor all the obligations and responsibilities which the vendor, by these documents, assumes toward the County, and (2) allow the subcontractor the benefit of all rights, remedies and redress afforded to the vendor by these contract documents.

9.7 Samples:

9.7.1 In the event that additional information is needed by the County for the evaluation of bids, all bidders of relevant sections of the bid document shall be prepared to supply a sample of the following items upon request by the County, following submittal of bids and prior to the award of contracts. Samples must be the same style/model as that bid; however, samples are not required to have the same color finish as specified here. Samples shall be supplied at no expense to the County. Bidders shall supply requested samples within one week following notification from the County and shall leave the samples on-site to allow for evaluation at least one week after their receipt by the County. The provision of samples upon request is a bid requirement. Vendors who do not supply samples within the required time period will be considered nonresponsive for the relevant section of the bid. Requested samples may include:

- One (1) standard steel shelf with book support. (Section 1)
- One (1) multi-media shelf for steel shelving. (Section 1)
- One (1) removeable backstop for steel shelving (Section 1)
- One (1) adult reading chair. (Section 5)
- One (1) children's reading chair. (Section 6)
- One (1) children's stool. (Section 6)

9.7.2 The vendors awarded the bids for Sections 2 through 6 shall be expected to prepare wood finish samples. Vendors shall supply to the County a maximum of four (4) samples that are a minimum size of 8" X 10".

9.8 Field Measurement and Shop Drawings:

9.8.1 It is the successful vendor's responsibility to obtain and verify all field measurements to assure proper installation of all work. No additional costs shall be charged to the County for modification of furniture required to provide proper installation.

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9.8.2 The County shall notify the vendor and provide additional drawings, if required, of any and all revisions made to the building during general construction that might affect the delivery and installation of furniture to this contract. Notification and/or issuance of revised drawings by the County shall in no way relieve the vendor of responsibility for field measurements to assure proper installation of the work.

9.8.3 Prior to fabrication of items in Sections 2, 3, and 4 the vendor must submit and receive approval of shop drawings. Include sections, details, materials, dimensions, and joinery. Make all shop drawings to scale sufficiently large enough to be clearly read and understood. Provide for review and approval, the number of copies required to be returned, plus three (3). The County will return the designated copies of the drawings following approval. Approval must be received prior to fabrication of the items. Initial shop drawings shall be submitted no more than two (2) months following award of the bid; corrected shop drawings shall be submitted within three (3) weeks following return of the shop drawing to the vendor by the County.

9.9 Furniture and Shelving Delivery Schedule:

9.9.1 The construction dates will be revised as work progresses in the general construction contract. The vendor shall, however, be prepared to furnish all items for the library any time between November 1, 2009 and February 1, 2010. The County reserves the right to adjust this "delivery window" in the event of unforeseen events.

9.9.2 The vendor shall be responsible for all coordination of the delivery of furniture to be provided as required to coincide with the completion of the building. No furniture shall be delivered and stored on site prior to its installation. The vendor shall be responsible for any and all storage of furniture prior to delivery and installation.

9.9.3 All time limits stated here are of the essence of the contract. The vendor shall expedite the work and achieve substantial completion within the contract Time. The date of substantial completion of the work is the date certified by the County when the work is sufficiently complete so that the County can occupy or utilize the work for the use for which it is intended.

Initials of Bidder: MC

9.9.4 If the vendor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the vendor's control, or by any other cause which the County determines may justify the delay, then the contract time shall be extended by change order, approved by Commissioners Court, for such reasonable time as the County may determine.

9.10 Delivery and Installation:

9.10.1 All items shall be delivered and installed at the following address:

Sienna Branch Library
8411 Sienna Springs Blvd.
Missouri City, Texas 77459

9.10.2 The vendor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

9.10.3 The vendor shall, prior to shipment, delivery, and installation, visit and inspect the project premises in order to confirm the conditions under which the work is to be performed, verify the stage of completion of the project premises, determine the availability of facilities for access, delivery, transportation and storage, and correlate these observations with the requirements of the contract documents.

9.10.4 The vendor shall supervise and direct the work using the vendor's best skill and attention, and shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this contract.

9.10.5 The vendor will ensure that the installers are familiar with all elements of the particular product to be installed, the approved shop drawings, and other relevant specifications, and that installation is done in accordance with the shop drawings, furniture plans, and specifications. It will be the sole responsibility of the vendor to dismantle and re-install incorrectly placed items and to correct installation deficiencies that the County determines are not completed in accordance with the shop drawings and/or furniture plans.

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9.10.6 The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ on the project any unfit person or anyone not skilled in the task assigned them.

9.10.7 The vendor shall be responsible to the County for the acts and omissions of the vendor's employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the vendor.

9.10.8 All delivery and installation shall be made during regular business hours. The vendor or his representative shall be at the job site to accept all deliveries. No drop shipping shall be allowed. Under no circumstances will the County be obligated to receive deliveries. As noted above, deliveries that arrive prior to the installation date must be stored off the premises at no expense to the County.

9.10.9 Work in place that is subject to injury, because of the vendor's operations being carried on adjacent thereto, shall be covered or substantially enclosed for adequate protection. All forms of protection shall be constructed in such a manner such that, upon completion, the protected work will be received by the Library in proper, whole, and unblemished condition. The vendor shall be required to provide protective runways (plastic or other suitable material) on all finished floors throughout the building in areas where furniture is being transported or installed. The vendor shall take all necessary precautions to protect new/existing work in place. All damaged areas shall be repaired by the County to original conditions, and all associated costs shall be deducted from payment due to the vendor.

9.10.10 The vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the vendor shall remove all waste materials and rubbish from and about the Project as well as all tools, installation equipment, machinery and surplus materials.

9.11 Damages to Furniture:

9.11.1 Acceptance of the furniture shall be made by the County only when each item has been installed in its final destination, cleaned, and demonstrated to be in new, undamaged operating condition. The vendor shall be responsible for all furniture and its disposition prior to final acceptance by the County.

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9.11.2 The vendor shall be responsible with the carrier for any concealed damage which might be found when the furnishings are uncrated and/or removed from packing materials and are placed. All minor adjustments, relocation of individual pieces or equipment and similar final corrections shall be executed by the vendor as directed by the County as part of the work under this contract.

9.12 Correction of Work:

9.12.1 The vendor shall promptly correct all work rejected by the County as defective or as failing to conform to the contract documents whether observed before or after substantial completion, and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of one year from the date of substantial completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents. These provisions apply to work done by subcontractors as well as to work done by direct employees of the vendor.

10.0 GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WOOD FURNITURE IN SECTIONS 2, 3, 4, 5 and 6:

10.1 Lumber: All woods used shall be selected from thoroughly air-seasoned stock, free from imperfections and kiln-dried to have a moisture content, at time of assembly, of from 5% to 7%. This moisture content shall be controlled throughout manufacture so that the equipment arrives on the job site at its end-use moisture content.

10.2 Wood species: Unless otherwise specified, all exposed wood shall be Northern Red Oak (Quercus Rubra), free from all detrimental defects and selected for uniform grain and color. All unexposed woods shall be sound hardwoods.

10.3 Core: All cores specified shall meet the following requirements. Determination of the appropriate cores shall be described in the detailed item specifications.

10.3.1 Particleboard core shall be Type 1, Grade M, Class 3 panel, mat-panel conforming to ANSI/A208.1 - 1989 {/ul Wood Particleboard} standard. The panel shall be formed of wood chips, bonded with a water-resistant adhesive. It shall be of medium density between 40 and 50 lbs./cu. ft., having a minimum modulus of rupture of 2400 PSI, a minimum average modulus of elasticity of 400,000 PSI, a face screw-holding capacity of 250 lbs., and edge screw-holding capacity of 225 lbs., and maximum formaldehyde emissions of no more than 0.30 ppm. All tests shall be conducted in accordance with ASTM D1037-87.

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10.3.2 Lumber core material shall be of good grade core stock in random width strips with tight glue joints. The maximum width of the strips shall be 2 ½" to minimize the tendency to warp. Discoloration, sound knots, open defects, if securely patched or filled butt joints, other than at the edges, are permitted. Brashness and doze are not permitted. The bonding agent used to glue up the core stock shall be a Type II, water-resistant resin adhesive, which will retain its strength when subjected to a thorough wetting and drying.

10.4 Face veneers: Exposed face veneers shall be a minimum of 1/36" plain-sliced premium or select grade "A" Red Oak, tight and smooth cut, selected for uniformity, even grain, beauty and color. The face shall be book-matched or slip-matched, sequenced and balanced across a panel. The face shall have the presence of cathedral grain pattern with a good presence of quartered grain on each side of the cathedral. The faces shall be free of wild grain, wild heart, split cathedrals, gross figure, and shall be free of splits, patches, and other detrimental effects. A few scattered pin knots no larger than 1/16" shall be permitted on each leaf of the face. All leaves shall be joined in such a manner as to prevent lap or open joints. No tape or tape residue shall remain from veneer splicing. The bonding agent shall have the same water resistance as the bonding agent used in the lumber core manufacture. Unexposed veneers shall be hardwood veneers except they may be unselected for grain and color.

10.5 High pressure laminate: Worksurfaces shall be .050" thick and used with an appropriate backing sheet not to be less than .028" thickness. Plastic laminate shall be of maximum hardness being resistant to scratches, marring, fading, staining, etc., and shall comply with performance standards set by the National Electrical Manufacturers Association (NEMA LD3 - 1985 - GP20).

10.6 Wood finishing operations: After normal machine sanding operations have been performed, each piece shall be further polished and hand sanded to insure removal of all machine or mill marks. Each piece shall then be thoroughly inspected prior to the application of any finishing materials.

10.7 A selected stain of the desired shade shall be applied to all surfaces requiring stain, paying particular attention to the shading and blending of colors on individual units. After a thorough drying of the stain, a sealer coat shall be applied to secure a bond between the wood and the topcoat. The surface shall then be well sanded before applying a catalytic-type lacquer topcoat.

11.0 SPECIFICATIONS FOR ELECTRICAL COMPONENTS:

11.1 Upon request, bidders shall supply additional information about the electrical system that they are bidding and wire management solutions for all furnishings specified with full electrical systems.

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11.2 All electrical components specified must meet the exact requirements of the Library and shall not be altered. All items which are electrically required to be hardwired to the building power supply shall be connected by a qualified electrician at the Library's expense, but coordinated and under the auspices of the furniture installer. The bidder shall be responsible for insuring adherence to the specified and applicable standards and codes. Evidence which indicates failure to comply will result in a nonresponsive bid.

11.3 Appliance connection: Any equipment (computer, A-V equipment, etc.) which is intended to be placed on or within the furniture in this section of the bid shall electrically be connected and all wires stowed. This obligation only pertains to equipment that is "on hand" at the time of installation and shall not include equipment not yet on site.

11.4 Instruction: The bidder shall be responsible for providing instruction to the Library Director or representative of the Library's choice on the use of any integrated electrical systems in furniture, including how cords must be legally stowed, use of grommets, J channels, etc. In addition, instruction shall include how to electrically balance the system and change circuit designations.

11.5 Electrical system: computer tables and service desks shall be equipped with a three-circuit electrical system. No circuit in the system shall share a neutral. Power distribution shall be configured for eight wires, providing three phase wires, three neutral wires, an equipment ground, and an isolated ground. Wiring shall be copper, #12 AWG minimum size. Each circuit shall have its own neutral; shared neutrals shall be unacceptable. The exact location of power entry for each item shall be verified by the vendor awarded the bid for each section.

11.6 The electrical system shall provide the number of outlets designated for the item in the specifications for the specific item in the bid document. The outlet assembly shall include the duplex outlets rated at 15 amps at the receptacle with 20-amp through power. Circuit designations of the duplex outlets must be capable of being changed without having to change the wiring. All wires shall be 12-gauge except for the shared neutral which shall be 10-gauge to prevent overload. The cable assembly shall terminate at one end with a single or double duplex housing (side-to-side and not back-to-back) and at the other end with a quick connect. The duplex housing shall be molded directly onto a 9/16" diameter trade size oval metallic conduit and shall contain ports for three quick-connect connections. The opposite end of the cable shall have a housing to create a safety loop wire coil to allow cable to expand or bend without placing strain on the wire or terminals. The wire shall be continuous for duplex housing to quick connect. Terminals shall be of three-point contact design to ensure positive contact of mating terminal. All intermediate uprights in computer workstations or other furnishings shall be provided with 3" diameter PVC grommet sleeves.

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11.7 Electrical systems shall be furnished with a power entry assembly which shall consist of a sheet metal raceway and a chase for the height of the worksurface. A second chase shall be supplied for data cables. The chases shall be constructed and banded with the same materials as the end panels. The raceway shall terminate at the bottom with liquid tight BX conduit with fittings to allow hard wiring to a junction box in the floor. The raceway terminates under the work surface with 9/16" oval BX conduit and quick connect connector.

11.8 All machined panel part data shall be stored and retained for a period of fifteen (15) years to produce, upon demand, matched, engineered and precision manufactured parts for assemblies.

12.0 SECTION 1: STEEL SHELVING (Indicated by S- on plan.)

Detailed Specifications:

12.1 Shelving shall be bracket style, welded-frame construction. Wall shelving shall be anchored to the wall. All shelving shall be carefully adjusted to the floor and leveled. Steel book stacks shall be those manufactured by Estey Company, M. J. Industries, Gaylord, Borroughs, Spacesaver, or other welded-frame products that are substantially equal. Acceptable products shall have been tested by an independent laboratory to meet the minimum performance standards of ANSI/NISO Z39.73-1994, Single-Tier Steel Bracket Library Shelving. Bidders shall be prepared to provide testing results of their products upon request by the Library.

12.2 The vendor awarded the bid shall field-measure the building prior to ordering the shelving to ensure that the shelving as specified below will fit correctly.

12.3 Book stacks shall be supplied in a color that matches MJ Industries #1210 Autumn White. Upon request, the selected vendor shall supply three (3) steel samples of the color for approval, prior to fabrication of the shelving.

12.4 Shelving vendor shall supply and install all hardware necessary for the installation of any custom wood end panels and tops specified in Section 4 of these specifications. The shelving vendor shall work with the vendor awarded Section 4 to ensure that custom end panels and tops are the correct sizes for the shelving supplied.

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12.5 Book stacks are to be of unit construction such that all components of a book stack section may be removed as a modular unit from any range without in any way disturbing the adjacent units. Relocation and reuse of removed section(s) shall be accomplished without acquisition of additional parts. Upright webs shall be punched for bolting intermembering welded frames into stack ranges. Double-faced sections shall be freestanding. The shelving shall be constructed in such a manner that it is stable without the use of cross ties or sway braces. Starter/adder shelving systems or systems with hook-in type assembly shall not be considered acceptable substitutes.

12.6 Only the finest materials and quality of workmanship shall be acceptable. Sheet metal shall be furniture stock cold rolled, reannealed and full pickled or equivalent. Gauge thicknesses are U. S. standard with the following minimum requirements: upright columns of weld frame - #16 gauge; top spreader tubular steel - #16 gauge; bottom channel spreader - #16 gauge; shelves, including base shelf - #18 gauge; shelf end and base shelf brackets - #16 gauge.

12.7 Each shelf shall have a minimum clearance between end brackets of 35 ½". Component parts shall be prepared for painting by a multi-stage cleaning and phosphating process. Material is then to be finished with a powder paint baking enamel of a medium gloss, applied by electrostatic method, capable of withstanding severe hammer and bending tests without flaking. Minimum thickness of the final finish shall be 2.0 mils. Wet process paints shall not be considered an acceptable equal.

12.8 Upright columns of welded frame shall be formed of not less than #16 gauge steel into channel shape with no less than ½" stiffening flanges measuring 2" in the web and 1 1/4" at front and rear surfaces. Uprights are to be perforated full height with a series of 3/16" x 5/8" slots spaced 1" on vertical centers and located within 5/16" from the web. Every fifth and sixth slot shall have square corners and be pattern punched differently than the other corner slots to ease in visual leveling of adjustable shelves.

12.9 Top spreader of welded frame shall consist of not less than #16 gauge tubular steel channel shape measuring at least 1" x 2 ½" in cross section. This spreader shall be electrically welded to uprights in appropriate locations. Bottom spreader of welded frame shall consist of not less than #16 gauge steel channel shape measuring at least 1" x 1 3/4" in cross section. The outer ends of this channel are to be punched to receive leveling nuts and floor levelers. Bottom spreader shall be electrically welded to uprights with open portion of channel positioned upward. Welded frames shall be of heights as specified, of 36" and 30" widths and equipped with two (2) adjustable floor levelers. Each leveler shall be provided with elastomeric plastic shoes to protect floor covering and to prevent "walking" of stack units.

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12.10 Closed base support brackets shall be designed to fit snugly in and around welded frame upright. Material shall be no less than #16 gauge steel. Brackets shall have a 90 degree flange at bottom which will rest on floor covering.

12.11 Hardware to level book stack unit shall be incorporated into the base bracket. Top and front edge of base bracket shall be flanged outward approximately 1/4" and the profile of this bracket shall match that of the adjustable shelf end bracket and in addition shall have a hole in the embossment for attaching adjoining base brackets with fastener contained within the embossment.

12.12 Closed base shelves shall be formed of not less than #18 gauge steel into one piece construction designed to fit snugly around upright columns and base brackets without need of hardware fasteners. Front height shall be at least 3" and sides shall have stiffening flanges.

12.13 Adjustable shelves shall be formed of not less than #18 gauge steel with front and rear edges box-formed 3/4" high. Nominal depth of shelf shall be 1" greater than actual dimension. Side of shelf shall be flanged for locking into end bracket lances. Shelves shall support book loads of 50 pounds per square foot without deflection in excess of 3/16".

12.14 Shelf end brackets shall be formed of not less than #16 gauge steel and all but the rear edge shall be flanged outward approximately 1/4". Rear edge shall have two crimped hooks at top and a positioning tab to prevent accidental dislodgement at bottom for engaging frame upright slots. Shelf end brackets shall incorporate two lances for securing shelf side flanges. Bracket design shall allow for shelf adjustment upward and downward without disturbing any of the other shelves. Also shelf bracket shall include embossment to prevent bracket overlapment when units are shelved. Bracket shall extend at least 6" above shelf surface.

12.15 Ninety-inch high shelving shall be equipped with six (6) adjustable shelves. Steel end panels, where specified, shall extend full width and height of unit. They shall consist of one piece of #18 gauge steel formed into flush profile with 1 ½" square edge and exposed return flange of not less than 3". Tops shall be tightly closed with closure flanges. Centers of double-faced panels shall be equipped with full height channels for attaching to frame uprights and to deaden sound and eliminate "oil canning."

12.16 Hinged periodical shelves shall consist of sloping display shelves hinged to adjustable shelf and base shelf brackets. Display shelves shall be 14" actual height, shall be hinged to allow a clear storage height of 8", and shall stand without holding when in open position. Lower edge of display shelf shall have flange and turned up lip to provide a 1 3/8" clearance behind lip.

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12.17 Divider type shelf (e.g. picture book shelving): Shall be of #18 gauge steel with front edge box formed 3/4" high with integral 5" – 6" high backstop. Dividers shall be 6" high unless specified otherwise.

12.18 Steel canopy tops shall be formed of #18 gauge steel with a 1 ½" front edge and supported by #12 gauge brackets which engage in the slots of the frame uprights. Sizes shall extend the full width and depth of the base shelf.

12.19 See attached furnishing and shelving layout for location of shelving to be purchased.

Shelving, as listed below, shall be furnished, delivered, and installed:

Item No.	**Quantity**	**Description**
S-1	223	Sections of double-faced steel shelving, 90" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"-deep, sloping, closed base shelves, twelve (12) 12"deep adjustable shelves, and a canopy top to match depth of base on 187 sections. (No canopy tops on 18 sections in circulation workroom, 6 sections in Friends/donated book room, and 12 sections in college workroom) Supply shelving for the second floor reference book area with twelve (12) pull-out reference shelves. Supply fourteen (14) steel end panels for ranges in circulation workroom, Friends room, and college workroom. All other ranges have custom wood end panels in Section 4 of the bid document. (Summary of total shelving: First floor – 6 sections self-help reserved books, 5 sections new books, 18 sections circulation workroom, 6 sections Friends Room; Second floor – 152 sections adult nonfiction, 12 sections college workroom, and 24 sections reference area.) **Price per each: $** 310.20 **Extended Price: $** 69,174.60
S-2	48	Sections of double-faced steel shelving, 90" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves, twelve (12) 10"- deep adjustable shelves, and a canopy top to match depth of the base. Custom wood end panels in another section. (adult fiction books first floor) **Price per each: $** 273.87 **Extended Price: $** 13,145.76

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Initials of Bidder: MC

Item No.	Quantity	Description
S-3	54	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, eight (8) 10"- deep adjustable shelves, and a canopy top to match the depth of the base. Custom wood end panels in another section. (juvenile books first floor) **Price per each: $** 194.52 **Extended Price: $**10,504.08
S-4	18	Sections of double-faced divider-type steel picture book shelving with integral back, 42" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"- deep, flat closed base shelves and four (4) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and custom wood end panels in another section.) (picture/easy first floor) **Price per each: $** 215.47 **Extended Price: $**3,878.46
S-5	51	Sections of single-faced steel shelving, 90" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"-deep, flat, closed base shelf, six (6) 12"-deep adjustable shelves and a canopy top to match depth of base on 6 sections on first floor book sale area and 6 sections on second floor adult nonfiction area. (No canopy tops on 13 sections in Friends/donated book area, 12 sections in circulation workroom, 7 sections in children's workroom and 7 sections in adult reference workroom.) Supply two corner fillers, 12" X 12" X 90", 1 in Friends/donated book area and 1 in circulation workroom, both on the first floor. Supply a total of fourteen (14) steel end panels for ranges in circulation workroom, Friends/donated book area, children's workroom, and adult reference workroom. Custom wood end panels for other shelving in another section. (Summary of total shelving: First floor - 6 sections Friends book sale first floor, 13 sections Friends/donated book area, 12 sections circulation workroom, 7 sections children's workroom; Second floor – 7 sections adult reference workroom, 6 sections adult nonfiction) **Price per each: $**167.88 **Extended Price: $** 8,561.88

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Item No.	Quantity	Description
S-6	18	Sections of single-faced divider-type steel picture book shelving with integral back, 42" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"- deep, flat closed base shelf and two (2) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and end panels in another section.) (picture/easy first floor) **Price per each: $**130.82 **Extended Price: $**2,354.76
S-7	5	Sections of single-faced shelving, 90" high X 16" deep X 36" wide. Each single-faced section shall have one (1) 16"- deep, flat closed base shelf and six (6) 16"-deep adjustable shelves. No canopy tops. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $**205.28 **Extended Price: $**1,026.40
S-8	1	Section of single-faced shelving, 90" high X 12" deep X 36" wide. Single-faced section shall have one (1) 12" deep, flat closed base shelf and six (6) hanging-bag racks. No canopy top. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $**493.53 **Extended Price: $**493.53
S-9	12	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide. Each section shall have two (2) 12"-deep closed base shelves and eight (8) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top. Custom end panels in another section. (adult periodicals second floor) **Price per each: $**261.80 **Extended Price: $**3,141.60
S-10	6	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide in one range. On one side of the range, each section shall have one (1) 12"-deep closed base shelve and four (4) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top.

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On the other side of the range, each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves with two-part hinged plexiglass covers for newspapers. Each section shall have a canopy top. (adult periodicals second floor)

Custom end panels in another section.

Price per each: $582.72 **Extended Price:** $3,496.32

Item No.	Quantity	Description
S-11	53	Sections of single-faced shelving, 42" high X 10" deep X 36" wide. Each section shall have one (1) 10"-deep flat closed base shelf and two (2), 10"-deep adjustable shelves and a canopy top to match depth of base. Custom end panels in another section. (First floor – juvenile and adult fiction)

Price per each: $105.71 **Extended Price:** $5,602.63

S-12	6	Sections of double-faced shelving, 78" high X 24" deep X 36" wide in one range.

On one side of the range, each of the 6 sections shall have one (1) 12"-deep flat closed base shelf, five (5) 12"- deep adjustable shelves, and a canopy top. On the other side of the range, three (3) sections shall have one (1) 12"- deep closed base shelf and four (4) hinged periodical shelves each with divider shelf supplied with two dividers, and a canopy top; three (3) sections shall have one (1) 12" deep flat closed base shelf, five (5) 12"-deep adjustable shelves, and a canopy top.

Custom end panels in another section.

(In summary, one side will hold teen books, and the other side will hold teen periodicals and teen books.)

Price per each: $295.92 **Extended Price:** $1,775.52

S-13	12	Sections of double-faced steel shelving, 78" high X 20" deep X 36 wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, ten (10) 10"-deep adjustable shelves, and a canopy top to match the depth of the base. Custom end panels in another section. (teen books first floor)

Price per each: $218.41 **Extended Price:** $2,620.92

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Item No.	Quantity	Description
S-14	6	Sections of single-faced hinged periodical shelving, 66" high X 12" deep X 36" wide. Each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves each with a divider shelf supplied with two dividers and a canopy top. Custom end panels in another section. (children's and parenting periodicals first floor) **Price per each: $**208.70 **Extended Price: $** 1,252.20
S-15	48	Sections of single-faced shelving, 42" high X 12" deep X 36" wide. Each section shall have one (1) 12"- deep flat closed base shelf and two (2), 12"-deep adjustable shelves and a canopy top to match depth of base on 44 sections. Four (4) sections behind the children's reference desk will have a custom top listed in another section. Custom wood end panels in another section. (second floor adult nonfiction and children's area) **Price per each: $**110.12 **Extended Price: $** 5,285.76
S-16	30	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves; eight (8) 8"-deep sloping video shelves all with backs, slots, and six (6) dividers; and canopy tops to match the depth of the base. Shelves shall slope at a seven degree angle. (audiovisual shelving, 18 sections adult first floor and 12 sections juvenile first floor) Custom wood end panels in another section. **Price per each: $**430.07 **Extended Price: $** 12,902.10
S-17	7	Sections of single-faced steel shelving, 66" high X 10" deep X 36" wide. Each single-faced section shall have one (1) 10"-deep, sloping, closed base shelf; four (4) 8"- deep sloping video shelves all with backs, slots, and six (6) dividers. Shelves shall slope at a seven degree angle. Supply with two matching steel end panels. No canopy tops.(college workroom second floor) **Price per each: $**242.74 **Extended Price: $** 1,699.18
S-18	12	Extra regular flat shelves, 10" deep. (Not shown on plan.) **Price per each: $**15.24 **Extended Price: $**182.88

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Item No.	Quantity	Description
S-19	12	Extra regular flat shelves, 12" deep. (Not shown on plan.)
		Price per each: $16.84 **Extended Price:** $202.08
S-20	12	Extra hinged periodical shelves. (Not shown on plan.)
		Price per each: $37.61 **Extended Price:** $451.32
S-21	8	Extra hanging bag racks (Not shown on plan.)
		Price per each: $57.52 **Extended Price:** $460.16
S-22	5,500	Book supports: Standard findable or flat book supports, 9" high, with cork base. (MJFind9 or equivalent) (Not shown on plan.)
		Price per each: $6.99 **Extended Price:** $38,445.00
S-23	100	Backstops, equal to Estey DBB36. (Not shown on plan.)
		Price per each: $6.99 **Extended Price:** $699.00
		Grand Total for all items in Section 1: $187,356.14

13.0 SECTION 2: ADULT AND CHILDREN'S WOOD READING TABLES, CARRELS, SMALL REFERENCE DESKS, AND ATLAS STAND (Indicated by T- on plan.)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
T-1	19

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power.

(Worden Academy series 7200/3672 or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: MC

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The long edges shall be banded with a 5/16" thick x 1-1/4"wide solid oak external band. The short edges or ends shall be banded with 1-1/4" x 2-5/8" solid oak external edgeband. All edges shall be radiused 1/16". Bands shall be applied after lamination of the face plastic. The edge bands shall be set flush to the laminate without the use of vein lines or reveals.

Top support: The underside of the tables shall be fitted with two parallel V-shaped 14-gauge steel keels. Keels shall be attached to the underside of the top with screws.

End frames: The end frames shall be recessed 1/8" from the edges of the top. The end frames shall consist of two legs, two cross headers, and five slats. The legs shall be 2 1/2" square glued-up solid oak. The cross headers shall be 1 1/4" X 2 1/2" solid oak, recessed 1/8" from the face of the leg and doweled and glued to the legs. The bottom header shall be 4 1/4" above the floor. The slats shall be 3/4" X 1 7/8" on 96mm centers, recessed 1/8" from the face of the header, and doweled and glued to the headers. All members shall be radiused 1/16".

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak apron rails recessed 1/8" from the face of the leg and doweled and mechanically joined to the end frame.

Cable chase stretcher assembly: The assembly shall consist of a stretcher and a top support cable chase. The stretcher shall be 1 5/8" thick X 5 3/4" wide, three-ply particleboard construction with select grade "A" oak veneer face. Long edges shall be banded with 5/8" X 1 5/8" solid oak. The cable chase shall be 4" deep X 12" wide with a hinged door and cord egress apertures at the top and grommets through the stretcher. The assembly shall be mechanically joined to the top and end frame assembly.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Double-faced tilt-up power: The unit shall be 9 9/16" wide X 9 13/16" long X 4 1/4" high. The unit shall consist of a self-rimming bezel, two hinged lids opening on opposite sides, a 15-amp circuit breaker, a 9' cord, and a horizontal wire manager. The bezel shall be constructed of 12 gauge steel, welded and ground flush at the corners. Each lid shall be a 21-gauge steel formed assembly with a lip that, when opened, exposes a minimum of one duplex outlet. The lids shall have detents to allow them to stay open while power is being accessed. All exposed metal parts shall be finished with a textured black powder coat.

Price per each: $1429.58 Extended Price: $ 27,162.02

Initials of Bidder: MC

Item No. **Quantity**

T-2 1

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power. **No aprons in order to provide a table that is wheelchair accessible.** Same general specification as T-1.

(Worden Academy series 7200/3672 modified or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $1514.18 **Extended Price:** $1,514.18

Item No. **Quantity**

T-3 5

General Description

Youth and teen reading tables, 48" round X 29" high, laminate top, leg-base

(Worden 7200/048 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1 1/4" thick, three-ply construction with .050" high pressure laminate face and .028" backer on the underside. The perimeter of the table shall be banded with a 5/16" thick X 1 1/4" wide solid oak external band. All edges shall be radiused 1/16".

Legs: the legs shall be 2 ½" square glued-up solid oak.

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak rails recessed 1/8" from the face of the leg and doweled and mechanically joined by hanger brackets. The apron shall sit between all legs and shall be screwed to the top.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $1009.93 **Extended Price:** $5,049.65

Initials of Bidder: MC

Item No. **Quantity**

T-4 2

General Description

Children's reading tables, 36" round X 25" high, laminate top, leg-base. Same general description as T-3 except the legs shall be square glued-up solid oak proportioned appropriately for the 25" height.

(Worden 7200 or equivalent)

Laminate: 1 table top in Nevamar, Celestial Textured, SV0001; 1 table top in Nevamar, Green Tea Textured, SG0002

Price per each: $ 771.56 **Extended Price:** $ 771.56

Item No. **Quantity**

T-5 1

General Description

Children's puzzle table, 36" round X 15" high, laminate top, leg-base. Same general description as T-3, except with no apron.

(Worden 7200 or equivalent)
Laminate: Nevamar, Green Tea Textured, SG0002

Price per each: $ 771.56 **Extended Price:** $ 771.56

Item No. **Quantity**

T-6 4 (Not shown on plan)

General Description

Copier tables, 24" deep X 36" long X 36" high, leg-based, laminate top with 5/8" thick X 1 ¼" wood edgeband.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 350.96 **Extended Price:** $1,403.84

Initials of Bidder: MC

Item No.	Quantity
T-7	3

General Description

Double-faced carrels (all starters), 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface 29" high. Each side supplied with a shelf, light, oak valence and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the work surface.

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and five 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Price per each: $1865.08 **Extended Price:** $5,595.24

Initials of Bidder: MC

Item No. **Quantity**

T-8 1

General Description

Double-faced starter carrel, 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface on one side 29" high. Worksurface on other side shall be 32" high. Each side with a shelf, light, and corner-mounted power column with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general specification as T-7, except for worksurface height on one side.

Price per each: $1901.08 **Extended Price:** $1,901.08

Item No. **Quantity**

T-9 1

General Description

Atlas stand, 28 7/8" deep X 29 3/8" wide X 44 5/8" high (40 ½ high at the front)

(Worden 7000/AS or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Sloped top assembly shall have a .050" high pressure plastic laminate facing and .028" backer on the underside. There shall be a solid hardwood retaining strip located on the lower edge of the top surface. The finished back and slide-out storage shelves shall be ¾" thick, 3-ply particleboard with select grade "A" oak face veneer on top. The front stop rail shall be solid oak tongue and groove joined to shelf panel. Five pull out shelves shall operate on full extension ball bearing slides with stops to prevent removal. The end panel shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, a 1-3/4" thick and 2-½" wide solid oak frame on four sides and three ½" thick x 1-7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The stand shall be equipped with adjustable leveling glides.

Price per each: $1481.19 **Extended Price:** $1,481.19

Initials of Bidder: MC

Item No.	Quantity
T-10	1 unit

General Description

Single-faced carrels, one starter and two adders, total length 12' (nominal) X 36" deep X 29" worksurfaces, overall height of panels 48", three spaces each 48" wide. Each space supplied with a shelf, light, oak valence, and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The back panel of the unit will be against a wall. Power will come from the wall.

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the worksurface.

Intermediate panels: The two panels shall be constructed of 1 3/16" thick X 48" high,three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak. All edges and corners shall be radiused 1/16".

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and three 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Initials of Bidder: MC

Price per each: $~~2287.75~~ **Extended Price:** $3,230.26

Grand Total for all items in Section 2: $49,652.14

14.0 SECTION 3: CIRCULATION DESK, ADULT REFERENCE DESK, CHILDREN'S REFERENCE DESK, COLLEGE DESK, WOOD SHELVING MATCHING THE DESKS, AND COMPUTER WORKSTATIONS (Indicated by C-on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Note: if requested, vendors should be prepared to provide the specifications and the name of the manufacturer of the electrical system they will be installing in the items listed below.

Item No.	Quantity
C-1	2

General Description

Children's six-place, double-faced computer tables, 62" wide X 144" long X 27" high

(Worden 7000 series modified or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050 laminate tops and a .028" backer on the underside. The table will be supplied with a top split into two separate pieces, each piece shall be approximately 30" deep with a 2" cord drop in the center of the table, along the length. Each side of the cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the two sides of the table top. The outside, long edges of the table top shall be banded with a 5/8" thick x 1-5/8"wide solid oak and radiused top and bottom 1/16". The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and five ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Initials of Bidder: MC

Keels: the table shall have two longitudinal stabilizing keels 1" thick X 12" deep (or depth needed to provide support the length of the table), five-ply lumber-core construction with select Grade "B" oak face and back. The keels shall be attached to the underside of the top and end and intermediate panels.

Recessed intermediate support panels: both sides of the table shall be supplied with one or more stabilizing intermediate panels as needed to support the length of the table. The intermediate support panels shall be attached to the underside of the table and shall be designed in such a manner so as not to impede movement of someone in a chair moving from one end of the table to the other. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system, as per the general electrical specifications. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $4273.98 Extended Price: $8,547.96

Item No.	**Quantity**
C-2	6

General Description

Adult double-faced, six-place computer tables, 62" wide X 144" long X 29" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $ 4342.63 Extended Price: $26,055.78

Initials of Bidder: MC

Item No. **Quantity**

C-3 1

General Description

Children's double-faced, computer table, 62" wide X 96" long X 27" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 3186.67 **Extended Price: $** 3,186.67

Item No. **Quantity**

C-4 1

General Description

Adult single-faced computer table, 36" deep X 12' long X 39" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will be a workstation for three standing-height online catalogs.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: MC

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Intermediate panels: Two intermediate, stabilizing panels shall be placed under the worksurface. The panels shall be supplied with a grommet for extending the electrical system through the entire table. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The height of the back panel shall be approximately 31 3/4" and shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $3317.35 **Extended Price:** $3,317.35

Item No.	**Quantity**
C-5	1

General Description

Teen double-faced computer table, 62" deep X 16' long X 29" high. Same general specification C-1 above. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 32 outlets to the table—16 duplex outlets or equivalent.

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $5441.16 **Extended Price:** $5,441.16

Initials of Bidder: MC

Item No. **Quantity**

C-6 8

General Description

Stack end computer stations, approximately 24" wide X 24" deep X 39" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Online-catalog stations will be located at the end of a double-faced bookstack range. The unit shall be ¼" narrower than the end panel next to which it will be placed X 24" deep X 39" high. The unit shall be freestanding and not attached to the stack end panel.

Top: The top shall be 1 1/4" thick, 3-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front and back edges of the top shall be banded with 5/16" thick x 1 1/4" wide solid external bands. The bands shall be set flush to the laminate without the use of vein lines or reveals. All edges shall be radiused 1/16". The top shall sit inside the end panels.

Panel ends: The side panels shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, with a 1-3/4" thick and 2-½" wide solid oak frame on four sides. (No slats.) Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".
Keel: If necessary, the unit shall be supplied with a keel attached to the two sides of the table for stability.
Glides: The glides shall be 1 3/16" diameter rubber cushioned adjustable glides with a ¼-20 x 15/16" threaded stem.

Price per each: $ 1009.72 **Extended Price: $** 8,077.76

Item No. **Quantity**

C-7 1

General Description

Teen single-faced printer table, 36" deep X 62" long X 29" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: MC

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front and back edges of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $871.24 **Extended Price: $** 871.24

Item No.	**Quantity**
C-8	1

General Description

Youth single-faced printer table, 36" deep X 72" long X 27" high

(Worden Academy series or equivalent.)
Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16". The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Initials of Bidder: MC

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table—4 duplex outlets or equivalent.

Price per each: $1402.24 Extended Price: $1,402.24

Item No.	**Quantity**
C-9	2

General Description

Adult single-faced printer table, 36" deep 96" long X 29"

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will hold two printers.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: MC

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: Because of the length of the table, provide a keel in a size that will stabilize the table.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table 4 duplex outlets or equivalent.

Price per each: $1643.35 **Extended Price: $**3,286.70

Item No. **Quantity**

C-10 1 (See sketch provided with the bid document.)

General Description

Children's reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminates:
Worksurface – Nevamar Green Tea, SG0002
Transaction counter – Nevamar Celestial, SV0001

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: MC

The desk shall be faced on all exposed surfaces with select grade "A" oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. The bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

Some of the features and dimensions of the desk reflect a custom design; however, other elements will be built using standard library service desk construction. With your bid for this item, provide detailed specifications and line drawings of your company's standard construction for library circulation desk modules. Provide information about materials, joinery, hardware, etc.

All units shall have a closed base with a 6" high toekick on both public and working sides, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Module 1 with no transaction top will be 36" deep). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible module (Module 1). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the unit with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Module 1 will be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 8 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 8. Modules 1, 3, 4, 5, 6, and 8 shall each be supplied with a maximum of two (2) duplex outlets for a total of 24 outlets (12 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section, prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working/staff side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 36" deep X 30" high overall. Kneespace unit. No fixed base on working side of the desk.

Initials of Bidder: MC

Module 2: 36" wide X 38" deep overall X 36" high overall. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base.

Module 4: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on working side of the desk.

Module 5: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf, and fixed, closed base at bottom.

Module 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base.

Module 7: Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 8: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Price per each: $7124.06 **Extended Price: $** 7,124.06

Item No.	**Quantity**	
C-11	1	(See sketch provided with the bid document.)

General Description

Adult reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: MC

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed 6" high toekick on both public and working side, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Modules 12 and 13 with no transaction tops shall be 36" deep.). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible modules (Modules number 12 and 13). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the units with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Modules 12 and 13, will each be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 13 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Modules 1 and 13. The electrical system shall extend from module 1 through module 13. Modules 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, and 13 shall each be supplied with a maximum two (2) duplex outlets for a total of 44 outlets (22 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Module 2: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base on both sides of the desk.

Module 3: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Initials of Bidder: MC

Module 4: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed closed base at bottom.

Module 5: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Modules 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 7: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 8: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 9: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 10: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 11: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base at bottom.

Module 12: 36" wide X 36" deep X 30" high, no transaction top, wheelchair accessible unit. Kneespace unit. No fixed base on the working side of the desk.

Module 13: 36" wide X 36" deep overall X 30" high. No transaction top. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

End Panel

Price per each: $12723.50 **Extended Price:** $12,723.50

Item No.	**Quantity**
C-12	2

General Description

Double-pedestal office desk, 36" deep X 72" long X 29" high.

Initials of Bidder: MC

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The desk shall have a full-height front panel. The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

The staff side of the desk shall be supplied with a center drawer and two pedestals with locks. The pedestals shall be full-height and extend to the floor. Each pedestal shall be supplied with two box drawers and one file drawer.

The desk shall be supplied with two grommets and wire management.

Price per each: $ 3181.57 Extended Price: $ 6,363.14

Item No.	Quantity	
C-13	1	(See sketch provided with the bid document.)

General Description

College service desk and shelving. Desk shall be 12' long X 36" deep X 39" and 32" high. Laminate top on the desk and shelving. Matched veneers across the public side of the desk. Recessed toekick 6" high on both the public and working sides of the desk. Shelving shall be one starter and three adders 12' long X 24" deep X 39" high.

Laminate on desk and shelving: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface shall have a continuous top composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. The front or public edges of the desk top shall be externally banded with 5/8" thick X 1 5/8" wide solid oak with top and bottom radiused 1/2". Top overhang shall be 1 ½" on the public side and 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: MC

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed toekick on both public and working sides, except on the working side at kneespaces. Provide a maximum of two grommets per module for a maximum total of 8 grommets. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The front edge of the units shall be banded with a 5/8" edgeband. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

Modules 2, 3, and 4 of the desk shall have an overall height of 39". Module 1 shall be 32" high.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 4. The electrical system shall extend from module 4 through module 1. Each module shall be supplied with a maximum two (2) duplex outlets for a total of 16 outlets (8 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the public side of the desk:

One end panel required; the other end of the unit will be against a wall. End panel shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

Module 1: 36" wide X 36" deep overall X 32" high overall. Kneespace unit. No fixed base on the working side.

Module 2: 36" wide X 36" deep overall X 39" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base on bottom.

Module 3: 36" wide X 36" deep overall X 39" high overall. Kneespace unit. No fixed base on working side.

Module 4: 36" wide X 36" deep X 39" high overall. Locked plenum/cabinet for access to power/data entry.

Shelving located behind the staff side of the desk shall be finished to match the desk. The laminate top shall have a 5/8" thick solid oak edgeband. The shelving shall be 12' long X 24" deep X 39" high. Access to power and data will be above the shelf tops. Shelving shall be constructed like four-36" wide units of standard single-faced, starter/adder wood shelving, except the depth shall be 24" and the height shall be 39" to match the desk. Then units shall be supplied with two adjustable shelves and finished backs.

Initials of Bidder: MC

Price per each: $3965.78 Extended Price: $3,965.78

Item No.	Quantity
C-14	1

General Description

Self-check table, first floor, 16' long X 36" deep X 29" high.

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table is intended to hold self-check stations for public use.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The edge of the top where patrons will be standing shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. On the opposite side, the top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

The table shall be supplied with three intermediate support panels that attach to the underside of the 16' worksurface (no division on the top of the table). The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16". Intermediate supports shall be supplied with a grommet as needed for extending the electrical system through the entire table.

Under each of the four divisions of the table, a shelf 24" deep shall be supplied. Each shelf should be placed 3" away from the back panel (for ventilation) and 12" above the floor. The shelves shall be attached to the end panels and to the intermediate panels.

Initials of Bidder: MC

Back/modesty panel: the table shall have a back panel constructed of ¾" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width between the end panels. The top of the back panel will end at the same height as the top. The top and bottom edges of the back panel shall be banded with 1/8" solid oak. The bottom of the back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system with 16 outlets (8 duplex outlets).

Price per each: $4303.28 Extended Price: $ 4,303.28

Item No. **Quantity**

C-15 1

General Description

Self-check table, second floor, 12' X 36" X 29" high

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same construction as C-14 above, except table will include two intermediate panels and three shelves below the worksurface. The table shall be supplied with an electrical system with 12 outlets (6 duplex outlets).

Price per each: $3318.43 Extended Price: $ 3,318.43

Item No. **Quantity**

C-16 1

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

General Description

Children's self-check table, 4' X 4' X 27" high

(Worden Academy series or equivalent)

Initials of Bidder: MC

Detailed Specifications

Same construction as C-14 above, except table will have no intermediate panels and one shelf below the worksurface. No electrical system or wire management required. The table is intended to hold one self-check station for children's use.

Price per each: $ 1179.17 Extended Price: $ 1,179.17

Item No.	Quantity
C-17	1 (See sketch provided with the bid document.)

General Description

Circulation Desk

Finishes: see below.

Detailed Specifications

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

The desk shall be supplied with a ¾" thick granite slab top specified as "Black Galaxy." Pricing for the granite can be obtained from a local stone company:

Stone Marketing International, Inc.
2095 Afton
Houston, TX 77055
Phone: 713-956-1616 or 800-245-9556
Fax: 713-956-4808

Price the desk with a recessed 6" high toekick on the public side of the desk that is faced with granite to match the top of the desk. All units on the working side of the desk shall have a closed base painted black except for kneespace units.

The vendor awarded this section shall be responsible for furnishing, delivering, and installing all parts of the circulation desk, including the interior modules, any sub-top or shell needed, the granite top and base, the painted toekick, and two veneered end panels.

Initials of Bidder: MC

The desk front shall be finished with book matched or slip matched oak veneer panels. The overall depth of the desk including the granite top shall be a maximum of 36". The desk shall be designed to allow a minimum of 28" of clear space from the staff side edge of the top to the edge of the grommets for power and data cords. (The overall depth of the desk may be reduced during the shop-drawing phase.)

Provide a maximum of two grommets per module, except for the corner modules, for a maximum total of 18 grommets. Grommets will be field-cut. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The desk shall be supplied with an electrical system as described in the general specifications for electrical systems. The electrical system shall provide a maximum of 36 outlets to the desk (18 duplex outlets or equivalent).

In designing the cabinet units, note that the overall height of the desk, with the granite top, shall be 39"or 32". All exposed edges of the granite shall be polished. The front edge of the granite shall extend 1" over the front of the desk. The granite shall have a bullnose edge.

All edges on the working side of the desk, except the top, shall be banded with 3/8" solid oak.

The desk shall include the following modules numbered from right to the left on the working side of the desk, as well as two end panels. (Note: basic modules are similar to those at Cinco Ranch Branch, Fort Bend County Libraries, Texas)

End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

End panel.

Module 1: 36" wide X 36" deep X 39" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

Module 2: 36" wide X 36" deep X 39" high. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 4: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on the working side.

Initials of Bidder: MC

Module 5: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 6: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 7: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 8: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 9: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 10: 36" wide X 36" deep X 39" high. Closed curved corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 11: 36" wide X 36" deep X 32" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

End panel

Price per each: $ 17958.62 **Extended Price: $** 17,958.62

Item No.	**Quantity**
C - 18	2

General Description

Custom closed cabinets to match circulation desk, 2 units, each 10' long X 24" deep X 39" high. Cabinets and top faced with veneer to match circulation desk. Cabinets shall have adjustable shelves on the interior. Hardware to be selected. (Worden Academy series or equivalent)

Initials of Bidder: MC

Price per each: $1800.02 **Extended Price:** $ 3,600.04

Grand Total for all items in Section 3: $120,722.88

15.0 SECTION 4: CUSTOM WOOD TOPS AND END PANELS FOR STEEL SHELVING (End panels not shown on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer. Fabrication and installation of custom wood tops and end panels shall be coordinated with the shelving vendor.

Item No.	Quantity
EP-1	1 lot as follows.

Quantity	Nominal Size
48	90" X 24" double-faced (for shelving S-1)
16	90" X 20" double-faced (for shelving S-2)
28	66" X 20" double-faced (for shelving S-3 and S-16)
6	42" X 24" double-faced (for shelving S-4)
4	90" X 12" single-faced (for shelving S-5)
8	42" X 12" single-faced (for shelving S-6 and S-15)
6	66" X 24" double-faced (for shelving S-9 and S-10)
2	42" X 10" single-faced (for shelving S- 11)
4	78" X 20" double-faced (for shelving S-13)
2	66" X 12" single-faced (for shelving S- 14)
2	78" X 24" double-faced (for shelving S-12)

Detailed Specifications

End panels shall be 1 3/16" thick three-ply particleboard construction with select grade "A" oak veneer face and select grade "B" oak veneer on the back. Front face veneer shall be book matched or slip matched and balanced. The vertical edges shall be banded with 1/8" solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak, blind tenoned, splined or doweled to the panel. Top and bottom bands shall lap vertical bands. All edges and corners shall be radiused 1/16". It shall be the responsibility of the successful vendor to coordinate with the shelving vendor to insure proper fit of the end panels.

Price for lot: $ 29,899.30

Initials of Bidder: MC

Item No.	Quantity
Top	1 lot in the following sizes.

Quantity	Nominal Size
3	24" wide X 18' long (For double-faced picture book shelving by little kids seating area: top in Nevamar, Celestial Textured, SV0001; middle top in Nevamar, Green Tea Textured, SG0002; top by juvenile seating in Nevamar, Celestial Textured, SV0001)
2	12" wide X 27' long (For single-faced picture book shelving both tops in CelestialTextured, SV0001)
1	12" wide X 12' long (Shelves behind children's reference desk, top in Green Tea Textured, SG0002)

General Description

Custom tops for 42"-high steel shelving

Detailed Specifications

Tops shall be constructed of 1 ¼", three-ply particleboard with .050" high pressure laminate face and .028" backer on the underside. The exposed edges shall be banded with 5/8" thick solid oak, tenoned and splined flush to the laminate. No reveals or vein lines permitted. All edges shall be slightly radiused on the top and bottom.

The underside of the tops shall have a 1" thick black hardwood blocking at all canopy bracket locations. Blocking will be glued and pinned in place. Tops shall be secured to steel shelving by means of screws.

Price for lot: $ 3,589.66

Grand Total for all items in Section 4: $ 33,488.96

16.0 SECTION 5: ADULT READING CHAIRS (Indicated by CA- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
CA-1	111

General Description

Adult reading chair, no arms, all wood.

Initials of Bidder: MC

(Worden Academy chair, Buckstaff Tribune chair, or equivalent. Chairs bid as equivalent must be performance tested and type of performance testing done must be included with the bid.)

Detailed Specifications

Specifications for Worden Academy Chair

Armless, oak, 18 3/8" wide X 22 3/8" deep X 33" high. Seat 16 ¾" deep X 18" high

Front legs: the front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Back legs: the back legs shall be solid oak, 1-1/4" x 1-5/8", profiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs.

Front apron: the apron shall be solid oak, 1" x 1-3/4", double doweled and glued flush to the outside face of the front legs and reinforced with corner blocks. The apron shall be drilled and counter-bored for three (3) #10 - 1-3/4 screws for seat attachment.

Back apron: The apron shall be solid oak, 7/8" x 3-1/4", profiled and doweled and glued to the back legs.

Side rail: The side rail shall be solid oak, 1" x 1-5/8", double doweled and glued flush to the front and back legs. The side rail shall be drilled and counter-bored for two (2) #10 - 1-3/4 screws for seat attachment.

Stretcher assembly: the assembly shall be solid oak, consisting of two side stretchers, 1-1/4" x 1" doweled or tenoned into front and back legs and three (3) cross stretchers, 1-1/8" x 1", spaced 3-7/8" apart and doweled or tenoned into side stretchers. The header shall be located 9" above and floor and shall be canted 4° toward the rear. The header and stretchers shall be set flush with adjoining members.

Back assembly: the assembly shall consist of top rail and eight slats of solid oak. The top rail shall be 7/8" x 4-1/4", profiled to the desired shape and triple doweled and glued to the back legs. The top edge of the back shall have 1/2" wide rail conforming to back profile and set flush with the back side of back legs. The top rail shall have a 1/16" x 1/16" vein line machined on the inside face and the top at the leg post joint. The slats shall each be 1-1/8" x 5/8" profiled and tenoned flush to the inside face of the top rail and back apron. The cord line of the back pitch shall be 106° and the included angle with the seat 102°.

Wood seat: The seat shall be solid oak, 1-3/16" thick, machined to the profile and sight line extensions of adjoining parts and saddled 13/16" deep. The bottom perimeter and back edge of the seat shall have a 1/8" x 1/8" vein line. Seat shall be attached by means of #10 x 1-3/4 wood screws, counter-bored in the apron and side rails.

Initials of Bidder: MC

GLIDES: All chairs shall have 3/4" plastic nail glides.

Performance tested as per *Library Technology Reports*, March-April 1995, "Library Chairs, An Overview of the LTR Tests Methods with Test Reports on 30 Chairs."

Specifications for Buckstaff Tribune chair

Armless, all wood, seat width 19 ½", seat depth 17 ½", seat height 18", overall width 19 ½", overall height 34 ½", overall depth 22". Constructed in solid oak.

Backposts shall be shaped from 1 7/16" thick two-ply laminated panels of solid oak stock. They shall taper from a 1 5/8" dimension near the back rail to 1 3/8" at the top and 1 5/16" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

Front rail shall be constructed from 3/4" thick X 1 7/8" wide solid stock and shall be secured to the front leg with double dowels and glue.

Side rails shall be constructed from 3/4" X 2" wide solid stock. They shall be secured to each back post with a dowel and glue and shall be reinforced with a 1/4"-20 X 4 1/4" machine screw which shall pass through the back post and thread into a steel insert embedded in the side rail. The side rails shall be doweled and glued to the front legs. The front, back, and side rails shall form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be secured to the frame with two #12 X 1" wood screws and a #12 X 3" wood screw into the front legs.

Back rail shall be bent laminated veneer construction 1 1/8" thick X 3 3/4" wide, secured to the back post with double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 X 3" wood screws which shall pass through the back rail at an angle and into the back posts.

Top back rail shall be bent laminated veneer construction 1 1/8" thick X 4" wide, secured to the back post with double dowels, pinned and glued. The top of the rail shall be shaped to a 37 7/8" radius. The top shall also be parallel to the ground.

Back upright slats shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. Six back upright slats shall be used and secured to the top back rail by means of glued ½" diameter chucks and secured to the back rail by means of glued and pinned ½" diameter chucks.

Front legs shall be constructed of 1 3/4" square solid stock. The two outside surfaces shall taper to form a 1 1/4" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

Initials of Bidder: MC

Side stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. The side stretchers shall be secured to the front leg and back post with 5/8" diameter chucks, pinned and glued.

Center stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. Two center stretchers shall be used and shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

Wood seats shall be constructed of edge-glued pieces of solid stock, 1 1/8" thick X not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2 ½" #12 wood screws with 1/4" washers which pass through a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets and 5/8" #10 sheet metal screws.

Trim shall consist of 7/8" diameter plastic glides.

Price per each: $311.56

Grand Total for all items in Section 5: $ 34,583.16

17.0 SECTION 6: CHILDREN'S READING CHAIRS AND STOOLS (Indicated by K- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
K-1	8

General Description

Children's reading chairs, slat back, all wood, similar style to adult reading chairs (CA-1).

(Worden Rhodes series or equivalent)

Detailed Specifications

The front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Initials of Bidder: MC

The back legs shall be solid oak, 1-1/4" x 1-7/8", steam bent and xprofiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs. The legs shall be further reinforced by a screw counter-bored into the outside face of the leg and covered with flush oak grain plug.

The front apron shall be solid oak, 1" x 1 11/16", doweled and glued flush to the front legs and reinforced with corner blocks. The apron shall recessed from the outside face of the legs. The apron rail shall be drilled and counter-bored for #10 screws for seat attachment. Bottom edges shall be eased to eliminate sharp corners.

The back apron shall be solid oak, 1" X 3 7/16", steam bent and profiled and doweled and glued to the back legs and reinforced with corner with corner blocks.

The side rail shall be solid oak, 1" x 1 11/16", double doweled and glued flush to the front and back legs. The rail shall be canted 4 degrees to the rear. The side shall be counter-bored for two (2) #10 - 1-3/4 screws for seat attachment. Hole clearance shall be elongated to allow seat expansion and contraction. Bottom edges shall be eased to eliminate sharp corners.

The stretcher assembly shall be solid oak, consisting of two side headers, 1" x 1" tenoned into front and back legs with an integral chuck and two cross stretchers, 3/4" x 1", tenoned to the side stretchers with integral chucks. The chucks shall be pinned from the underside. The side headers shall be located 9" above the floor and shall be canted 4^{o} toward the rear. The cross stretchers shall be centered so that the stretcher does not interfere with legroom. The header and stretchers shall be recessed from adjoining members.

The back assembly shall consist of top rail and seven slats of solid oak. The top rail shall be 1" x 3-1/4", profiled to the desired shape and doweled and glued flush to the inside of the back legs. The slats shall each be 1 1/16" x 11/16" steam bent and tenoned to the top rail and back apron. The slats shall be recessed from the inside face of the top rail and back apron. The cord line of the back pitch shall be 106^{o} and the included angle with the seat 102^{o}.

The seat shall be solid oak produced from 5/4 stock and saddled to a desired contour. The saddle shall be ½" deep extending to no greater than 1" from the back edge, The seat shall overhang the front and side aprons and shall be gained into the back apron. The front edge of the seat shall have a ¼" radiused waterfall comfort edge. The seat shall be attached by means of #10 wood screws screwed from the underside of the front and side aprons.

All chairs shall have resilient cushioned nickel plated steel nail glides.

Price per each: $ 307.01 **Extended Price: $** 2,456.08

Item No.	Quantity	
K-2	20	(4 not shown on plan)

Initials of Bidder: MC

General Description

Children's stools, all wood, 17" wide X 16" deep X 16" high, sled base

(Community Class Act, Model No. X17A or equivalent)

Detailed Specification

All joints shall be connected with two hardwood spiral grooved dowels and glue. Front post, back post, and sled runners shall be made from 1¼" lumber. All rails and stretchers shall be made from 1" lumber. The rails shall be secured by a corner block, glue, and screws at each joint. A #12 x 3" steel machine screw shall be used for further strength and durability. The solid wood seats shall be connected together with high-grade glue and shall double-saddled and rounded.

Price per each: $ 210.92 **Extended Price: $** 4,218.40

Grand Total for all items in Section 6: $ ~~41,257.64~~ 674.48

18.0 RECAP OF PRICING:

Total for Section 1: $ 187,356.14

Total for Section 2: $ 49,652.14

Total for Section 3: $ 120,722.88

Total for Section 4: $ 33,488.96

Total for Section 5: $ 34,583.16

Total for Section 6: $ 41,257.64

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: MC

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of March, 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 The Buchtaff Co.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Furnishings for Sienna Library** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Sherryl Wilson
Signature of Contractor

Sherryl Wilson
By: Regional Sales Manager
Printed Name and Title

09-039

Date: 02/04/09
Time: 11:51 AM

BLANK QUOTE PRINT - BQP
Requested by VTC

By: HIGLEY & COMPANY, INC.

JOEL MORLEY
14439 NW MILITARY DR., #488

SAN ANTONIO TX 78231
ATTN

FORT BEND COUNTY
SIENNA BRANCH LIBRARY

FORT BEND TX
ATTN

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			**********		
			* CERTIFICATION OF ORIGIN *		
			* THE FOLLOWING PRODUCTS ARE MANUFACTURED AND ASSEMBLED IN THE UNITED STATES *		
			**********		
			NET PRICE IS BASED ON FEATURED LISTED. FREIGHT AND INSTALLATION ARE INCLUDED IN PRICE.		
			**********		
			SECTION 1		
			*********		
1	223	MODF 7500 7510	24x90 STEEL SHELVING W/ (205) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-1**	310.20	69,174.60
2	48	MODF 7500 7510	20x90 STEEL SHELVING W/ CANOPY TOPS AUTUMN WHITE OR EQUAL **S-2**	273.87	13,145.76
3	54	MODF 7500 7510	20x66 STEEL SHELVING W/ CANOPY TOPS AUTUMN WHITE OR EQUAL **S-3**	194.52	10,504.08
4	18	MODF 7510	24x42 STEEL SHELVING AUTUMN WHITE OR EQUAL **S-4**	215.47	3,878.46
5	51	MODF 7500 7510 7520	12x90 STEEL SHELVING W/ (12) CANOPY TOPS AUTUMN WHITE OR EQUAL (2) CORNER FILLERS **S-5**	167.88	8,561.88
6	18	MODF	12x42 STEEL SHELVING	130.82	2,354.76

CONTINUED ON PAGE 2

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Quotation

38343 02/04/09

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
		7510	AUTUMN WHITE OR EQUAL **S-6**		
7	5	MODF 7510 7530	16x90 STEEL SHELVING AUTUMN WHITE OR EQUAL W/ (2) STEEL END PANELS **S-7**	205.28	1,026.40
8	1	MODF 7510 7530	12x90 STEEL SHELVING AUTUMN WHITE OR EQUAL W/ (2) STEEL END PANELS **S-8**	493.53	493.53
9	12	MODF 7500 7510	24x66 STEEL SHELVING W/ (12) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-9**	261.80	3,141.60
10	6	MODF 7500 7510	24x66 STEEL SHELVING W/ (6) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-10**	582.72	3,496.32
11	53	MODF 7500 7510	10x42 STEEL SHELVING W/ (53) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-11**	105.71	5,602.63
12	6	MODF 7500 7510	24x78 STEEL SHELVING W/ (6) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-12**	295.92	1,775.52
13	12	MODF 7500 7510	20x78 STEEL SHELVING W/ (12) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-13**	218.41	2,620.92
14	6	MODF 7500 7510	12x66 STEEL SHELVING W/ (6) CANOPY TOPS AUTUMN WHITE OR EQUAL	208.70	1,252.20

CONTINUED ON PAGE 3

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			S-14		
15	48	MODF 7500 7510	12x42 STEEL SHELVING W/ (48) CANOPY TOPS AUMTUMN WHITE OR EQUAL **S-15**	110.12	5,285.76
16	30	MODF 7500 7510	20x66 STEEL SHELVING W/ (30) CANOPY TOPS AUTUMN WHITE OR EQUAL **S-16**	430.07	12,902.10
17	7	MODF 7510 7530	10x66 STEEL SHELVING AUTUMN WHITE OR EQUAL W/ (2) STEEL END PANELS **S-17**	242.74	1,699.18
18	12	MODF 7510	10"D FLAT STEEL SHELVES AUMTUMN WHITE OR EQUAL **S-18**	15.24	182.88
19	12	MODF 7510	12"D FLAT STEEL SHELVES AUTUMN WHITE OR EQUAL **S-19**	16.84	202.08
20	12	MODF 7510	HINGED PERIODICAL SHELVES AUTUMN WHITE OR EQUAL **S-20**	37.61	451.32
21	8	MODF	HANGING BAG RACKS **S-21**	57.52	460.16
22	5500	MODF	BOOK SUPPORTS W/CORK BASE **S-22**	6.99	38,445.00
23	100	MODF	BACKSTOPS **S-23**	6.99	699.00
				TOTAL	187,356.14

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14439 NW MILITARY DR., #488

SAN ANTONIO TX 78231
ATTN

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LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			**********		
			* CERTIFICATION OF ORIGIN *		
			* THE FOLLOWING PRODUCTS ARE MANUFACTURED AND ASSEMBLED IN THE UNITED STATES *		
			**********		
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			FREIGHT AND INSTALLATION ARE INCLUDED.		
			**********		
			SECTION 2		
			*********		
24	19	5059137 MODF	36x72x29 EASTWOOD TABLE	1429.58	27,162.02
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7540	W/ 1-1/4" x 2-1/2" APRON		
		7550	4x12 CABLE CHASE W/HINGED DOOR		
		7560	(2) INTERACT JR AA		
		7700	LEGS SET OUT TO ENDS		
			T-1		
25	1	5059137 MODF	36x72x29 EASTWOOD TABLE	1514.18	1,514.18
		7550	4x12 CABLE CASE W/HINGED DOOR		
		7560	(2) INTERACT JR AA		
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7650	NO SLATS		
		7700	LEGS SET OUT TO ENDS		
			T-2		
26	5	5059167 MODF	48"RD EASTWOOD READING TABLE	1009.93	5,049.65
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7540	W/ 1-1/4" x 2-1/2" APRON		
		7700	LEGS SET OUT TO ENDS		
			T-3		
27	1	5059166 MODF	36"RD EASTWOOD READING TABLE	771.56	771.56

CONTINUED ON PAGE 2

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
		7000	CLEAR SEALER		
		7100	NEV. CELESTIAL TEXTURED SV0001		
		0868	*HEIGHT 25 INCH - 5059 RDS		
		7700	LEGS SET OUT TO ENDS		
		7650	NO SLATS		
			T-4		
28	1	5059166 MODF	36"RD EASTWOOD READING TABLE	771.56	771.56
		7000	CLEAR SEALER		
		7110	NEV. GREEN TEA TEXTURED SG0002		
		0868	*HEIGHT 25 INCH - 5059 RDS		
		7650	NO SLATS		
		7700	LEGS SET OUT TO ENDS		
			T-4		
29	1	5059166 MODF	36"RDx15"H EASTWD READING TBL	771.56	771.56
		7000	CLEAR SEALER		
		7110	NEV. GREEN TEA TEXTURED SG0002		
		7650	NO SLATS		
		7700	LEGS SET OUT TO ENDS		
			T-5		
30	4	9159134 MODF	24x36x36"H CAMBRIDGE TABLE	350.96	1,403.84
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
			T-6		
31	3	5094193 MODF	EASTWOOD CARREL 30x38 DF	1865.08	5,595.24
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		0963	TASK LIGHT		
		7570	CORNER POWER COLUMN-(4)OUTLETS		
		7580	FULL PANEL ENDS		
			T-7		
32	1	5094193 MODF	EASTWOOD CARREL 30x38 DF	1901.08	1,901.08
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7570	CORNER POWER COLUMN-(4)OUTLETS		
		7580	FULL PANEL ENDS		
		7590	ONE END-WORKSURFACE AT 32"H		
		0963	TASK LIGHT		

CONTINUED ON PAGE 3

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			T-8		
33	1	5037194 MODF	ATLAS CASE 5 PULLOUT SHELVES	1481.19	1,481.19
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
			T-9		
34	1	5095193 MODF	EASTWOOD CARREL 36x48 SF	1345.24	1,345.24
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		0963	TASK LIGHT		
		7570	CORNER POWER COLUMN-(4)OUTLETS		
		7580	FULL PANEL ENDS		
			T-10		
35	2	5095195 MODF	EASTWOOD CARREL 36x48 SF ADD	942.51	1,885.02
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		0963	TASK LIGHT		
		7570	CORNER POWER COLUMN-(4)OUTLETS		
		7580	FULL PANEL ENDS		
			T-10		
				TOTAL	49,652.14

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LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			**********		
			* CERTIFICATION OF ORIGIN *		
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			**********		
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			FREIGHT AND INSTALLATION ARE INCLUDED		
			IN PRICE.		
			**********		
			SECTION 3		
			*********		
36	2	5095193 MODF	EASTWOOD CARREL 30x144 DF	4273.98	8,547.96
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7600	W/ 2" CORD DROP IN MIDDLE		
		7610	(6)15"PWR J-CHANNEL-(4)OUTLETS		
		7620	(2)PWR FEEDS,(2)CONNECTING CBL		
		7580	FULL PANEL ENDS		
		0871	HEIGHT 27 INCH		
		7630	144" BLACK METAL RETAINER LEDG		
		7660	W/KEEL		
			C-1		
37	6	5095193 MODF	EASTWOOD CARREL 30x144 DF	4342.63	26,055.78
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7600	2" CORD DROP IN MIDDLE		
		7610	(6)15" PWR J-CHANNEL-(4)OUTLET		
		7620	(2)PWR FEEDS,(2)CONNECTING CBL		
		7580	FULL PANEL ENDS		
		7630	144" BLACK METAL RETAINER LEDG		
		7660	W/KEEL		
			C-2		
38	1	5095193 MODF	EASTWOOD CARREL 30x96 DF	3186.67	3,186.67
		7000	CLEAR SEALER		

CONTINUED ON PAGE 2

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7610	(4)15" PWR J-CHANNEL-(4)OUTLET		
		7620	PWR FEED,(3) CONNECTING CABLE		
		7600	W/ 2" CORD DROP IN MIDDLE		
		0871	HEIGHT 27 INCH		
		7630	96" BLACK METAL RETAINER LEDGE		
			C-3		
39	1	5095193 MODF	EASTWOOD CARREL 36x144x39"H SF	3317.35	3,317.35
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP		
		7630	W/144" BLACK METAL RATAINER		
		7640	MODESTY PANEL-END 6" FROM FLR		
		7610	(4)15" PWR J-CHANNEL-(4)OUTLET		
		7620	PWR FEED, (3) CONNECTING CABLE		
			C-4		
40	1	5096193 MODF	EASTWOOD CARREL 30x192 DF	5441.16	5,441.16
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP IN MIDDLE		
		7610	(8)15" PWR J-CHANNEL-(4)OUTLET		
		7620	(2)PWR FEEDS,(6)CONNECTING CBL		
		7630	192" BLACK METAL RETAINER LEDG		
		7660	W/KEEL		
			C-5		
41	8	5097193 MODF	EASTWOOD OPAC 24x24x39"H	1009.72	8,077.76
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7650	NO SLATS		
			C-6		
42	1	5059137 MODF	36x62x29 EASTWOOD TABLE	871.24	871.24
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7660	W/KEEL		

CONTINUED ON PAGE 3

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
		7700	LEG SET OUT TO ENDS		
			C-7		
43	1	5059137 MODF	36x72 EASTWOOD TABLE	1402.24	1,402.24
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7640	MODESTY PANEL-END 6" FROM FLR		
		7650	W/KEEL - FOR (2)LARGE PRINTERS		
		7600	W/ 2" CORD DROP		
		7610	(2)15" PWR J-CHANNEL-(4)OUTLET		
		7620	PWR FEED, CONNECTING CABLE		
		7630	72" BLACK METAL RETAINER LEDGE		
		0871	HEIGHT 27 INCH		
		7700	LEGS SET OUT TO ENDS		
			C-8		
44	2	5059139 MODF	36x96x29 EASTWOOD TABLE	1643.35	3,286.70
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP		
		7610	(2)15" PWR J-CHANNEL-(4)OUTLET		
		7620	POWER FEED, CONNECTING CABLE		
		7630	W/ 96" BLACK METAL RETAINER		
		7640	MODESTY PANEL-6" FROM FLOOR		
		7660	W/KEEL - FOR (2)LARGE PRINTERS		
		7700	LEGS SET OUT TO ENDS		
			C-9		
45	1	5059 MODF	CHILDREN'S REFERECE DESK	7124.06	7,124.06
		7000	CLEAR SEALER		
		7100	NEV.CELESTIAL SV0001(TRANS LED		
		7110	NEV.GREEN TEA SG0002 - WS		
		7610	(6)15"PRW J-CHANNEL-(4)OUTLET		
		7710	(6) #974 OVAL GROMMET		
			C-10		
46	1	5059 MODF	ADULT REFERENCE DESK	12723.50	12,723.50
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7610	(11)15"PWR J-CHANNEL-(4)OUTLET		

CONTINUED ON PAGE 4

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
		7710	(11) #975 OVAL GROMMETS		
			C-11		
47	2	5021194 MODF	DESK 36X78 W/BOX & FILE DRWRS	3181.57	6,363.14
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7670	W/ FULL PANEL EASTWOOD SLATS		
			C-12		
48	1	5059 MODF	COLLEGE SERVICE DESK	3965.78	3,965.78
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7610	(4)15"PWR J-CHANNEL-(4)OUTLETS		
		7710	(8) #974 RD GROMMETS		
			C-13		
49	1	5069155 MODF	36x192x29 EASTWOOD TABLE	4303.28	4,303.28
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP		
		7610	(4)15"PWR J-CHANNEL-(4)OUTLET		
		7620	POWER FEED, (3)CONNECTING CBL		
		7630	192" BLACK METAL RETAINER LEDG		
		7640	MODESTY PANEL-6" FROM FLOOR		
		7680	(3) SUPPORT PANELS		
		7690	24"D SHLVS UNDER WS-3" FROM BK		
		7700	LEGS SET OUT TO ENDS		
			C-14		
50	1	5069139 MODF	36x144x29 EASTWOOD TABLE	3318.43	3,318.43
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP		
		7610	(3)15"PWR J-CHANNEL-(4)OUTLET		
		7620	POWER FEED, (2) CONNECTING CBL		
		7630	144" BLACK METAL RETAINER-LEDG		
		7640	MODESTY PANEL-6" FROM FLOOR		
		7680	(2) SUPPORT PANELS		
		7690	24"D SHLVS UNDER WS-3" FROM BK		
		7700	LEGS SET OUT TO ENDS		

CONTINUED ON PAGE 5

LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			C-15		
51	1	5059151 MODF	48x48 EASTWOOD TABLE	1179.17	1,179.17
		7000	CLEAR SEALER		
		0666	RIVER ROCK LAMINATE		
		7580	FULL PANEL ENDS		
		7600	W/ 2" CORD DROP		
		7630	48" BLACK METAL RETAINER-LEDGE		
		7690	24"D SHELF UNDER WS,3" FROM BK		
		0871	HEIGHT 27 INCH		
		7700	LEGS SET OUT TO ENDS		
			C-16		
52	1	5059 MODF	CIRCULATION DESK	17958.62	17,958.62
		7000	CLEAR SEALER		
		7130	3/4"T BLACK GALAXY GRANITE		
		7610	(9)15"PWR J-CHANNEL-(4)OUTLETS		
		7710	(18) #974 RD GROMMETS		
			C-17		
53	2	5059 MODF	CABINETS W/DOORS - ADJ SHELVES	1800.02	3,600.04
		7000	CLEAR SEALER		
		7670	W/FULL EASTWOOD SLATS		
			C-18		
			- - - - - -		
			BELOW EP-1		
			- - - - - -		
				TOTAL	120,722.88

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Quotation

38356 02/04/09

JOEL MORLEY
14439 NW MILITARY DR., #488

SAN ANTONIO TX 78231
ATTN

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FORT BEND TX
ATTN

LINE #	ORDER QTY	ITEM NUMBER		DESCRIPTION	PRICE	EXT PRICE
********** CERTIFICATION OF ORIGIN **********						
* THE FOLLOWING PRODUCTS ARE MANUFACTURED AND ASSEMBLED IN THE UNITED STATES *						
				NET PRICE IS BASED ON FEATURES LISTED. FREIGHT AND INSTALLATION ARE INCLUDED IN PRICE.		
				SECTION 4		
54	48	8066 7000	MODF	24x90 DF END PANEL CLEAR SEALER	275.51	13,224.48
55	16	8066 7000	MODF	20x90 DF END PANEL CLEAR SEALER	266.87	4,269.92
56	28	8066 7000	MODF	20x66 DF END PANEL CLEAR SEALER	223.92	6,269.76
57	6	8066 7000	MODF	24x42 DF END PANEL CLEAR SEALER	170.16	1,020.96
58	4	8066 7000	MODF	12x90 SF END PANEL CLEAR SEALER	187.38	749.52
59	8	8066 7000	MODF	12x42 SF END PANEL CLEAR SEALER	112.08	896.64
60	6	8066 7000	MODF	24x66 DF END PANEL CLEAR SEALER	232.56	1,395.36
61	2	8066 7000	MODF	10x42 SF END PANEL CLEAR SEALER	134.16	268.32
62	4	8066	MODF	20x78 DF END PANEL	245.40	981.60

CONTINUED ON PAGE 2

LINE #	ORDER QTY	ITEM NUMBER		DESCRIPTION	PRICE	EXT PRICE
		7000		CLEAR SEALER		
63	2	8066	MODF	12x66 SF END PANEL	157.33	314.66
		7000		CLEAR SEALER		
64	2	8066	MODF	24x78 DF END PANEL	254.04	508.08
		7000		CLEAR SEALER		
65	2	8066	MODF	24X216 CANOPY TOP	879.10	1,758.20
		7000		CLEAR SEALER		
		7100		NEV. CELESTIAL TEXTURED SV0001		
66	1	8066	MODF	24x216 CANOPY TOP	879.10	879.10
		7000		CLEAR SEALER		
		7110		NEV. GREEN TEA TEXTURED SG0002		
67	1	8066	MODF	12x324 CANOPY TOP	659.32	659.32
		7000		CLEAR SEALER		
		7110		NEV. GREEN TEA TEXTURED SV0001		
68	1	8066	MODF	12x144 CANOPY TOP	293.04	293.04
		7000		CLEAR SEALER		
		7110		NEV. GREEN TEA TEXTURED SG0002		
					TOTAL	33,488.96

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LINE #	ORDER QTY	ITEM NUMBER	DESCRIPTION	PRICE	EXT PRICE
			**********		
			* CERTIFICATION OF ORIGIN *		
			* THE FOLLOWING PRODUCTS ARE MANUFACTURED AND ASSEMBLED IN THE UNITED STATES *		
			**********		
			NET PRICE IS BASED ON FEATURES LISTED. FREIGHT AND INSTALLATION ARE INCLUDED IN PRICE.		
			**********		
			SECTION 5		
			*********		
69	111	62311 7000	*TRIBUNE SIDE CHAIR ALL WOOD CLEAR SEALER **CA-1**	311.56	34,583.16
70	8	62811 7000	*14" TRIB SIDE CHAIR ALL WOOD CLEAR SEALER **K-1**	307.01	2,456.08
71	20	MODF 7000	16" ALL WOOD STOOL SLED BASE CLEAR SEALER **K-2**	210.92	4,218.40
				TOTAL	41,257.64

Revised: 6/27/02

5000 SERIES EASTWOOD LEG BASED TABLE SPECIFICATIONS

All exposed wood parts used in the manufacture of Eastwood Tables shall be of oak and any other ring porous (open pored) hardwood specie grown in the northern forests of the Northern American Continent, which has an average specific gravity ranging from .60 to .65, when rated on the oven-dry basis, air dried for a period of not less than six months and subsequently kiln dried to a moisture content of not less than 6% nor more than 8%. The kiln drying process shall employ forced circulation dry kilns to assure maximum control of the drying schedule. The drying schedule shall be as recommended by the Forest Products Laboratory at Madison, Wisconsin.

All work shall be performed with the most modern machinery, materials, and methods as generally accepted by the industry. "Short cut" cost-saving methods which may lower the quality of the product will not be accepted. Component parts of Group 5000 furniture shall be manufactured in accordance with the following specifications:

The tables shall be furnished in the sizes and designs indicated. They shall be of true apronless design with a 27-3/16" minimum (ADA compliant) vertical clearance to the underside of the top, thus providing a maximum clear space for the crossing of the reader's legs and to permit the arms of standard chairs to slide beneath without contacting the underside of the table top.

a) TABLE TOPS shall be 5-ply 1-1/4" thick and have a hardwood lumber core. The core shall be externally banded on all (4) edges with 3/8" thick x 1-9/16" high solid stock protecting the decorative laminate and balance sheet. High pressure decorative plastic laminate, .048" thick, shall be bonded to the top with urea adhesive and balanced with a .040" phenolic impregnated backing sheet. The bands shall receive a nominal 1/8" machined champher on the top edge and a 3/16" radius on the bottom edge.

b) LEGS shall be set in from each edge 6" to 9" depending on the top size. The legs shall be solid stock 2" square with a 1/4" radius applied on all (4) edges. The top of the legs shall have a 5" x 5" x 5/16" thick cold rolled steel leg plate anchored to the leg with two 5/16" -18 bolts, that pass through the steel plate and threaded into a 5/8" diameter steel dowel nut that is embedded into the upper portion of the leg. The leg assembly shall be secured to the table top with five 5/16" -18 x 1"long machine screws that pass through the steel plate and thread into internally and externally threaded metal heli-coil inserts that are embedded in the table top. The bottom of the leg shall be bored for a propeller nut that is internally threaded to receive an adjustable glide.

c) The two SIDE STRETCHERS shall be constructed of 1-3/16" thick x 2-3/4" wide solid stock. The side stretchers shall be secured to the legs by means of a non-locking

steel clip in each leg which shall accept a 1-1/4" #12 shoulder screw in each end of the stretcher. Each corner of all stretchers shall receive a nominal 1/8" machined champher.

d) VERTICAL SLATS shall be constructed of 11/16" x 1-1/2" solid stock. Four vertical slats shall be used on each table end. Each corner of all vertical slats shall receive a nominal 1/8" machined champher. The vertical slats will be secured to the table top and the stretchers by means of tenons.

e) Adjustable GLIDES shall be at least 1-3/8" in diameter and have a plastic shock pad between the base and the stem which shall have a sound and vibration dampening effect. The 1/4" -20 threaded stem shall extend 1-1/4" above the shock pad.

NOTE: The Buckstaff Company reserves the right to make changes in design or construction details without notice.

MODEL NUMBER	**DIMENSIONS**
5059-122	30" x 30"
5059-128	30" x 60"
5059-135	36" x 36"
5059-138	36" x 48"
5059-136	36" x 60"
5059-137	36" x 72"
5059-139	36" x 90"
5059-180	42" x 42"
5059-143	42" x 60"
5059-145	42" x 90"
5059-151	48" x 72"
5059-155	48" x 120"
5059-166	42" Round
5059-167	48" Round
5059-169	60" Round

Revised: 5/23/02

5000 SERIES EASTWOOD MODULAR CARREL SPECIFICATIONS

All exposed wood parts used in the manufacture of Eastwood Modular Carrels shall be of oak and any other ring porous (open pored) hardwood specie grown in the northern forests of the North American Continent, which has an average specific gravity ranging from .60 to .65, when rated on the oven-dry basis, air dried for a period of not less than six months and subsequently kiln dried to a moisture content of not less than 6% nor more than 8%. The kiln drying process shall employ forced circulation dry kilns to assure maximum control of the drying schedule. The drying schedule shall be as recommended by the Forest Products Laboratory at Madison, Wisconsin.

All work shall be performed with the most modern machinery, materials and methods as generally accepted by the industry. "Short cut" cost-saving methods which may lower the quality of the product will not be accepted. Component parts of Group 5000 furniture shall be manufactured in accordance with the following specifications:

All carrels shall be 48" high. Three different sized work surfaces are available: 24" x 32-3/8"; 30" x 42"; and 30" x 48".

a) WORK SURFACES shall be 1-1/4" thick structural panel core with a .048" thick plastic laminate face and a .040" thick phenolic backer. The front edge of the work surface shall be banded with 3/8" thick x 1-9/16" wide solid stock. The top edge of the band shall receive a nominal 1/8" machined champher. The bottom edge shall receive a 3/16" radius. The work surface shall be located 29" above the finished floor providing a minimum of 27-3/8" vertical clearance (ADA compliant.)

b) BACK PANEL shall be 3/4" thick structural panel core with select red oak face veneers. The top edge of the back panel shall be banded with 3/8" thick solid stock.

c) SHELF for single faced carrels shall be 8" deep and positioned 18" above the work surface providing 16-3/16" clearance between the work surface and the shelf. It shall be constructed of 3/4" thick structural panel core with red oak veneer faces. A solid stock fascia, 3/4" thick x 1-3/4" shall be bonded to the front edge of the shelf. The shelf shall be secured to the end panels and back panel with six 1/4" -20 x 1-1/4" hex head machine screws that pass through 3/4" square cleats and into internally and externally threaded heli-coil inserts.

d) BACK PANEL and END ASSEMBLIES shall be secured to the work surface with special threaded fasteners. This shall be accomplished by routing the underside of the work surface with seven "T" shaped routs, two on each end to secure the end assemblies and three along the back edge to secure the back panel. A 1/4" -20 x 3" hex head cap screw through a bar washer 1/4" thick x 1/2" wide x 1-1/2" long shall be installed in each rout and

the hex head cap screws threaded into internally and externally heli-coil inserts positioned in the panels.

e) END PANEL ASSEMBLIES shall consist of a 1-1/8" thick structural panel core with select red oak veneer faces. The top and bottom edges of the panel shall be banded with 3/8" thick solid stock. The panel is to be tenoned into two 2" square solid stock legs. The legs shall receive a 1/4" radius on all four edges. The end panel assemblies shall have a side stretcher constructed of 1-3/16" thick x 2-3/4" wide solid stock. The side stretchers shall be secured to the legs by means of tenons and glue. Each corner of the side stretcher shall receive a nominal 1/8" machined champher.

f) Four VERTICAL SLATS shall be centered and span the distance between the panel and side stretcher. The slats shall be constructed of 3/4" thick x 1-1/2" wide x 7" long solid stock. Each corner of the vertical slats shall receive a nominal 1/8" machined champher. The vertical slats shall be secured to the panel and stretcher by means of tenons and glue.

g) SINGLE FACED INTERMEDIATE PANEL ASSEMBLIES shall consist of a 3/4" thick structural panel core with select red oak veneer faces. The top edge of the panel shall be banded with 3/8" thick solid stock. The panel is to be tenoned into two 2" square solid stock legs. The legs shall receive a 1/4" radius on all four edges.

h) An ADDITIONAL UNIT of the single faced modular carrel system shall be of the same basic construction as the initial unit except it shall consist of a top, an intermediate panel, one back panel, and one shelf, so that any number of additional units may be added to an initial unit to create an "in-line" arrangement of single face modular carrels all facing one direction.

i) DOUBLE FACED CARREL work surface, back panel, end panel assemblies, and intermediate panel assemblies shall be constructed the same as those for the single faced units except as noted. The common back panel shall be anchored to the two work surfaces with three hex head cap screws that pass through 1/4" thick x 1/2" wide x 1-1/2" long bar washers and engage tapped bars of the same size. These bars are to be set into "T" shaped routs in the bottom of the two work surfaces. The end assemblies shall be secured to the work surface with the same fasteners and in the same manner as the end assemblies for the single faced unit.

Two 8" deep shelves shall be located 18" above the work surface on opposite sides of the common back panel providing 16-3/16" clearance between the work surface and the shelf. The shelves shall be bolted together through the back panel with two 1/4" -20 hex head bolts with matching nuts. The shelves shall be secured to the end panels with eight 1/4" -20 x 1-1/4" machine screws that enter internally and externally threaded heli-coil inserts located in the end panels.

The additional unit of the double faced modular carrel system shall be of the same basic construction as the initial unit except it shall consist of a top, one intermediate panel, two shelves, and one back panel, so that any number of additional units may be added to an

initial unit to create an "in-line" arrangement of double faced modular carrels with adjacent study areas facing each other.

Double faced intermediate panel assemblies for 30" deep worksurfaces shall be constructed the same as single faced intermediate panels except when 1-1/8" thick structural panel core is used.

NOTE: The Buckstaff Company reserves the right to make changes in design or construction details without notice.

24 x 32-3/8" Work Surface

Single Face Initial	5097-193	35-1/8"W x 29"D x 48"H
Single Face Additional	5097-195	33-3/4"W x 29"D x 48"H
Double Face Initial	5098-193	35-1/8"W x 53"D x 48"H
Double Face Additional	5098-195	33-3/4"W x 53"D x 48"H

30" x 42" Work Surface

Single Face Initial	5093-193	44-13/16"W x 35"D x 48"H
Single Face Additional	5093-195	43-7/16"W x 35"D x 48"H
Double Face Initial	5094-193	44-13/16"W x 65"D x 48"H
Double Face Additional	5094-195	43-7/16"W x 65"D x 48"H

30" x 48" Work Surface

Single Face Initial	5095-193	50-13/16"W x 35"D x 48"H
Single Face Additional	5095-195	49-7/16"W x 35"D x 48"H
Double Face Initial	5096-193	50-13/16"W x 65"D x 48"H
Double Face Additional	5096-195	49-7/16"W x 65"D x 48"H

Revised: 1/3/08

GROUP 62 SERIES TRIBUNE SIDE CHAIR SPECIFICATIONS

All exposed wood parts used in the manufacture of Group 62 furniture shall be of oak and any other ring porous (open pored) hardwood specie grown in the northern forests of the Northern American Continent, which has an average specific gravity ranging from .60 to .65, when rated on the oven-dry basis, air dried for a period of not less than six months and subsequently kiln dried to a moisture content of not less than 6% nor more than 8%. The kiln drying process shall employ forced circulation dry kilns to assure maximum control of the drying schedule. The drying schedule shall be as recommended by the Forest Products Laboratory at Madison, Wisconsin.

All work shall be performed with the most modern machinery, materials, and methods as generally accepted by the industry. "Short-cut" cost saving methods which may lower the quality of the product will not be accepted.

Group 62 Series side chairs shall meet or exceed the requirements of International Standards Organization Standard, ISO 7173, furniture-chairs and stools-determination of strength and stability, level 4.

Component parts of Group 62 Series Tribune side chairs shall be manufactured in accordance with the following specifications:

A) BACKPOSTS shall be shaped from 1-7/16" thick two-ply laminated panels of solid stock. They shall taper from a 1-5/8" dimension near the back rail to 1-3/8" at the top and 1-5/16" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

B) FRONT RAIL shall be constructed from 3/4" thick x 1-7/8" wide solid stock and be secured to the front leg with double dowels and glue.

C) SIDE RAILS shall be constructed from 3/4" thick x 2" wide solid stock. They shall be secured to each back post with a dowel, glue and reinforced with a 1/4" -20 x 4-1/4" machine screw which shall pass thru the back post and thread into a steel insert embedded in the side rail. The side rails shall be doweled and glued to the front legs. The front, back and side rails form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be secured to the frame with two #12 x 1" wood screws and a #12 x 3" wood screw into the front legs.

D) BACK RAIL shall be bent laminated veneer construction 1-1/8" thick x 3-3/4" wide, secured to the back post with double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 x 3" wood screws which shall pass thru the back rail at an angle and into the back posts.

E) TOP BACK RAIL shall be bent laminated veneer construction 1-1/8" thick x 4" wide, secured to the back post with double dowels, pinned and glued. The top of the rail shall be shaped to a 37-7/8" radius. The top shall also be parallel to the ground.

F) BACK UPRIGHT SLATS shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. 6 back upright slats shall be used and secured to the top back rail by means of glued 1/2" diameter chucks and secured to the back rail by means of glued and pinned 1/2" diameter chucks.

G) FRONT LEGS shall be constructed of 1-3/4" square solid stock. The two outside surfaces taper to form a 1-1/4" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

H) SIDE STRETCHERS shall be 3/4" thick x 1-3/16" wide solid stock and each corner shall receive a 1/8" x 45 degree chamfer. The side stretchers shall be secured to front leg and back post with 5/8" diameter chucks, pinned and glued.

I) CENTER STRETCHERS shall be 3/4" thick x 1-3/16" wide solid stock and each corner shall receive a 1/8" x 45 degree chamfer. Two center stretchers are used and they shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

J) WOOD SEATS shall be constructed of edge glued pieces of solid stock 1-1/8" thick by not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2-1/2" #12 wood screws with 1/4" washers which pass thru a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets & 5/8" #10 sheet metal screws.

K) UPHOLSTERED SEATS shall consist of a 1-1/8" thick solid stock seat frame and an upholstered seat panel. The seat frame shall consist of two 3" wide solid stock side rails. The front rail shall be 5-1/2" wide solid stock. The back rail shall be 3-5/8" wide solid stock. The front and back rails shall attach to the side rails by means of double dowels and glue. The back of the seat frame shall be shaped to match the contour of the back rail. The seat frame shall fit into a rout machined into the back rail and back posts. The seat frame shall be secured to the frame with two 2-1/2" #12 wood screws which pass thru the corner blocks. The back of the seat panel shall also be secured to the back rail by means of two steel "L" brackets and 5/8" #10 sheet metal screws.

The top exposed edges of the seat frame shall receive a 3/16" radius. The seat frame shall also be machined to receive the upholstered seat panel.

L) UPHOLSTERED SEAT PANEL shall consist of 3/8" thick fir plywood panel approximately 16-1/4" wide x 16-1/16" long. The back of the panel shall be shaped to follow the contour of the back rail. The top edges of the panel shall receive a 5/16" radius. Three 1/4" -20 T-nuts are inserted into the 3/8" panel for attachment of the finished upholstered seat panel to the seat frame with three 1" long 1/4" -20 machine screws. The seat panel shall be padded with a 1/2" thick layer and a 1" thick layer of polyfoam prior to being covered with a specified grade of upholstery material. All polyfoams meet or exceed the requirements of California Technical Bulletin #117.

M) TRIM shall consist of 1-1/8" diameter plastic glides.

NOTE: The Buckstaff Company reserves the right to make changes in design or construction without notice.

GROUP 62 SERIES TRIBUNE SIDE CHAIR

	62-311 Wood Seat	62-323 Uph. Seat
Seat Width	19-1/2"	19-1/2"
Seat Depth	17-1/2"	17-1/2"
Seat Height	18"	18-1/2"
Overall Width	19-1/2"	19-1/2"
Overall Height	34-1/2"	34-1/2"
Overall Depth	22"	22"

Revised: 1/3/08

GROUP 62 SERIES TRIBUNE YOUTH CHAIR SPECIFICATIONS

All exposed wood parts used in the manufacture of Group 62 furniture shall be of oak and any other ring porous (open pored) hardwood specie grown in the northern forests of the Northern American Continent, which has an average specific gravity ranging from .60 to .65, when rated on the oven-dry basis, air dried for a period of not less than six months and subsequently kiln dried to a moisture content of not less than 6% nor more than 8%. The kiln drying process shall employ forced circulation dry kilns to assure maximum control of the drying schedule. The drying schedule shall be as recommended by the Forest Products Laboratory at Madison, Wisconsin.

All work shall be performed with the most modern machinery, materials, and methods as generally accepted by the industry. "Short-cut" cost saving methods which may lower the quality of the product will not be accepted.

Component parts of Group 62 Series Tribune youth chairs shall be manufactured in accordance with the following specifications:

A) BACKPOSTS shall be shaped from 1-7/16" thick two-ply laminated panels of solid stock. They shall taper from a 1-5/8" dimension near the back rail to 1-1/2" at the top and 1-3/8" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

B) FRONT RAIL shall be constructed from 3/4" thick x 1-7/8" wide solid stock and be secured to the front leg with 3/8" diameter double dowels and glue.

C) SIDE RAILS shall be constructed from 3/4" thick x 2" wide solid stock. They shall be secured to each back post with a 3/8" diameter dowel, glue and reinforced with a 1/4" -20 x 4-1/4" machine screw which shall pass thru the back post and thread into a steel insert embedded in the side rail. The side rails shall be secured to the front legs using 3/8" diameter double dowels and glue. The front, back and side rails form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be 1-5/8" wide and 1-1/4" thick and shall be secured to the frame with two #12 x 1" wood screws and a #12 x 3" wood screw into the front legs.

D) BACK RAIL shall be bent laminated veneer construction 1-1/8" thick x 3-3/4" wide, secured to the back post with 3/8" diameter double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 x 3" wood screws which shall pass thru the back rail at an angle and into the back posts.

E) TOP BACK RAIL shall be bent laminated veneer construction 1-1/8" thick x 4" wide, secured to the back post with 3/8" diameter double dowels, pinned and glued. The top of the rail shall be shaped to a 37-7/8" radius. The top shall also be parallel to the ground.

F) BACK UPRIGHT SLATS shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. 4 back upright slats shall be used and secured to the top back rail by means of glued 1/2" diameter chucks and secured to the back rail by means of glued and pinned 1/2" diameter chucks.

G) FRONT LEGS shall be constructed of 1-3/4" square solid stock. The two outside surfaces taper to form a 1-5/16" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

H) SIDE STRETCHERS shall be 3/4" thick x 1-3/16" wide solid stock and each corner shall receive a 1/8" x 45 degree chamfer. The side stretchers shall be secured to front leg and back post with 5/8" diameter chucks, pinned and glued.

I) CENTER STRETCHERS shall be 3/4" thick x 1-3/16" wide solid stock and each corner shall receive a 1/8" x 45 degree chamfer. Two center stretchers are used and they shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

J) WOOD SEATS shall be constructed of edge glued pieces of solid stock 1-1/8" thick by not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2-1/2" #12 wood screws with 1/4" washers which pass thru a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets & 5/8" #10 sheet metal screws.

K) UPHOLSTERED SEATS shall be constructed the same as the wood seat. The seat shall be machined to receive the upholstered seat panel. Attachment to the frame is identical to the wood seat.

L) UPHOLSTERED SEAT PANEL shall consist of 3/8" thick fir plywood panel approximately 12-3/4" wide x 13-1/16" long. The back of the panel shall be shaped to follow the contour of the back rail. The top edges of the panel shall receive a 5/16" radius. Three 1/4" -20 T-nuts are inserted into the 3/8" panel for attachment of the finished upholstered seat panel to the seat frame with three 1" long 1/4" -20 machine screws. The seat panel shall be padded with a 1/2" thick layer and a 1" thick layer of polyfoam prior to being covered with a specified grade of upholstery material. All polyfoams meet or exceed the requirements of California Technical Bulletin #117.

M) TRIM shall consist of 1-1/8" diameter plastic glides.

NOTE: The Buckstaff Company reserves the right to make changes in design or construction without notice.

GROUP 62 SERIES TRIBUNE 16" YOUTH CHAIR

	62-611 Wood Seat	62-623 Uph. Seat
Seat Width	16-1/8"	16-1/8"
Seat Depth	14-1/2"	14-1/2"
Seat Height	16-5/16"	17-7/16"
Overall Width	16-1/8"	16-1/8"
Overall Height	29-15/16"	29-15/16"
Overall Depth	19"	19"

GROUP 62 SERIES TRIBUNE 14" YOUTH CHAIR

	62-811 Wood Seat	62-823 Uph. Seat
Seat Width	16-1/8"	16-1/8"
Seat Depth	14-1/2"	14-1/2"
Seat Height	14-5/16"	15-7/16"
Overall Width	16-1/8"	16-1/8"
Overall Height	27-15/16"	27-15/16"
Overall Depth	19"	19"

BUCKSTAFF®
creating lasting impressions

Buckstaff References

Mark Tucker, Dean of Libraries
Abilene Christian University, Abilene, TX
Stanley Theological Library
Order date: 1/20/06, Installed 4/06
Ph: 325-674-2387 Fax: 325-674-2202
jmt04a@acu.edu

MickeyDudley-Russell, Library Administrator
Texas Woman's University, Denton, TX
Huey Library
Original order: 7/85, last order 2006
Ph: 940-898-3746 Fax: 940-898-3764
mdudleyrussell@twu.edu

Kay McBride, Library Media Coordinator
Pasadena Independent School District, Pasadena, TX
42 school libraries
1992 (10 schools), 1999 (17 schools), 2005 (15 schools)
Ph: 713-740-0150 Fax: 713-740-4030
kmcbride@pasadenaisd.org

Susan Hutson, University Architect
Purdue University, West Lafayette, IN
Humanities Library – Stewart Hall
Order Date: 2004
Ph: 765-494-3909 Fax: 765-494-6480
sbhutson@purdue.edu

Bryn Geffert, Associate Professor, Librarian
United States Military Academy, West Point, NY
Learning Center – Jefferson Hall
Order Date: 2008
Ph: 845-938-3833 Fax: 845-938-4000
Bryn.Geffert@usma.edu

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2009

PRODUCER
MM INSURANCE ASSOCIATES INC.
12660 W. North Ave.
Brookfield, WI 53005
(262) 754-4736

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.

INSURED
Oshkosh Industries, Inc.
dba The Buckstaff Company
1127 S. Main Street
Oshkosh, WI 54901

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B:	
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	ACP 7112584898	04/01/08	04/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	ACP 7112584898	04/01/08	04/01/09	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ NIL	ACP 7112584898	04/01/08	04/01/09	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ACP 7112584898	04/01/08	04/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
		OTHER					

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

Fort Bend County Bid 09-029.

Fort Bend County is named as additional insured.

CERTIFICATE HOLDER

Fort Bend County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 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

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Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Furnishings for Sienna Branch Library
BID 09-039

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.

2/4 356-1800

A. Bargas & Associates LLC
Legal Name of Contracting Company

Hollie Bargas Wright
Contact Person

P.O. Box 792056 San Antonio, TX 78279-2056
Complete Mailing Address

210 344-2821 210 341-0033
Telephone Number Facsimile Number

abargasco@abargasco.com
Email Address

Hollie Bargas Wright 1-23-09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Furnishings for Sienna Branch Library
for Fort Bend County
BID 09-039

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, February 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-039
Furnishings

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: 01/06/09
Issued: 01/14/09

Vendor Information

A. BARGAS & ASSOCIATES LLC

Legal Name of Contracting Company

[redacted]

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

210 344-2821 — Telephone Number

210 341-0033 — Facsimile Number

P.O. Box 792056

Complete Mailing Address (for Correspondence)

San Antonio, TX 78279-2056

City, State and Zip Code

Same

Complete Remittance Address (if different from above)

City, State and Zip Code

Hollie BARGAS WRIGHT / Vice President

Authorized Representative and Title (printed)

abargasco@abargasco.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: JBW

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.

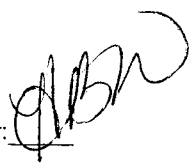
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

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) or more vendors furnishings for Sienna Branch Library, which meets or exceeds the specifications contained herein.

Initials of Bidder: ABD

4.0 DELIVERY:

See Section 9.9.

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 INSURANCE:

6.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

6.2.1 Workers Compensation: See Section 8.0.

6.2.2 Employer's Liability: $500,000

6.2.3 General liability including:

6.2.3.1 Premises/Operations
6.2.3.2 Products/Completed Operation
6.2.3.3 Contractual
6.2.3.4 Owner's Protective
6.2.3.5 Personal Injury/Advertising Liability
6.2.3.6 Mobile Equipment

6.2.4 General liability limits shall be equal to or greater than:

Initials of Bidder: _____

6.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

6.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

6.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

6.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

6.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

6.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

6.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

6.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

7.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 8.2 below, setting forth the status of each matter, the schedule or

Initials of Bidder:

planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

7.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

Initials of Bidder: 

7.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

7.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

8.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

8.1 Definitions:

8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Initials of Bidder: _____

8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the 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.

8.2 The 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 the contractor providing services on the project, for the duration of the project.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

8.5.2 No later than seven days after receipt by the 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.

8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

Initials of Bidder: 

8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.8 The 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.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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;

8.9.2 Provide the 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;

8.9.3 Provide the 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;

8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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;

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

Initials of Bidder:

8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

9.0 GENERAL INFORMATION AND REQUIREMENTS:

9.1 The bid document includes six (6) sections:

Section 1:	Steel shelving
Section 2:	Adult and children's wood reading tables, carrels, and atlas stand
Section 3:	Circulation desk, adult reference desk, children's reference desk, small reference desks, and computer workstations
Section 4:	Custom wood tops and end panels for steel shelving
Section 5:	Adult reading chairs
Section 6:	Children's reading chairs and stools

9.2 Bidders are invited to bid on any one, two, three, four, five, or all six sections. Bids must include a minimum of one complete section. Partial bids of any one section shall not be considered an acceptable bid for that section. Bids for each section shall include all costs to furnish, deliver, and install all items according to the specifications.

Initials of Bidder: _____

9.3 A furniture plan showing the relative location of the items to be bid is attached to the bid document. In the event of a discrepancy between the quantity of items in the written specifications and the furniture plan, bid the quantity indicated in the written specifications.

9.4 Note: Many furniture items shown on the plan are not included in this bid document. Most will be bid later in a document that will cover furnishings for offices, workrooms, and meeting areas, as well as lounge chairs and occasional tables.

9.5 In order to be considered for award of a contract by the County the following documents must be submitted with the Bid Form(s) at the time of submission:

9.5.1 List of proposed sub-contractors to be employed in the work.

9.5.2 Complete pertinent data for evaluation of proposed "equivalent items." Information submitted must include manufacturer's specifications and all other pertinent data provided herein for the referenced items. Information must be supplied either on company's letterhead or in the company's printed literature. Information submitted must include photographs of the alternates offered and samples of finishes.

9.5.3 List of names, addresses, and phone numbers of references to five (5) library projects of similar type and magnitude installed by the bidding company in the last five (5) years.

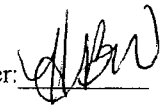
9.5.4 Certificate of insurance as required in above sections 6.0 and 8.0.

9.6 Subcontractors:

9.6.1 A subcontractor is a person or entity who has a contract, purchase order, or work authorization with the vendor to perform any work at the project premises, or to fabricate, ship, deliver or install any work for the project.

9.6.2 Installation of furniture and shelving shall be done under the supervision of an individual who has previous, satisfactory experience installing the same or similar items produced by the supplying manufacturer.

9.6.3 The vendor shall furnish to the County the names of subcontractors and/or installers for each of the principal portions of the work. The vendor shall not employ any subcontractor or installer to whom the County may have a reasonable objection.

Initials of Bidder: 

9.6.4 Contracts between the vendor and the subcontractors shall (1) require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the vendor by the terms of the contract documents, and to assume toward the vendor all the obligations and responsibilities which the vendor, by these documents, assumes toward the County, and (2) allow the subcontractor the benefit of all rights, remedies and redress afforded to the vendor by these contract documents.

9.7 Samples:

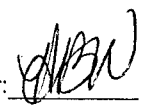
9.7.1 In the event that additional information is needed by the County for the evaluation of bids, all bidders of relevant sections of the bid document shall be prepared to supply a sample of the following items upon request by the County, following submittal of bids and prior to the award of contracts. Samples must be the same style/model as that bid; however, samples are not required to have the same color finish as specified here. Samples shall be supplied at no expense to the County. Bidders shall supply requested samples within one week following notification from the County and shall leave the samples on-site to allow for evaluation at least one week after their receipt by the County. The provision of samples upon request is a bid requirement. Vendors who do not supply samples within the required time period will be considered nonresponsive for the relevant section of the bid. Requested samples may include:

- One (1) standard steel shelf with book support. (Section 1)
- One (1) multi-media shelf for steel shelving. (Section 1)
- One (1) removeable backstop for steel shelving (Section 1)
- One (1) adult reading chair. (Section 5)
- One (1) children's reading chair. (Section 6)
- One (1) children's stool. (Section 6)

9.7.2 The vendors awarded the bids for Sections 2 through 6 shall be expected to prepare wood finish samples. Vendors shall supply to the County a maximum of four (4) samples that are a minimum size of 8" X 10".

9.8 Field Measurement and Shop Drawings:

9.8.1 It is the successful vendor's responsibility to obtain and verify all field measurements to assure proper installation of all work. No additional costs shall be charged to the County for modification of furniture required to provide proper installation.

Initials of Bidder: 

9.8.2 The County shall notify the vendor and provide additional drawings, if required, of any and all revisions made to the building during general construction that might affect the delivery and installation of furniture to this contract. Notification and/or issuance of revised drawings by the County shall in no way relieve the vendor of responsibility for field measurements to assure proper installation of the work.

9.8.3 Prior to fabrication of items in Sections 2, 3, and 4 the vendor must submit and receive approval of shop drawings. Include sections, details, materials, dimensions, and joinery. Make all shop drawings to scale sufficiently large enough to be clearly read and understood. Provide for review and approval, the number of copies required to be returned, plus three (3). The County will return the designated copies of the drawings following approval. Approval must be received prior to fabrication of the items. Initial shop drawings shall be submitted no more than two (2) months following award of the bid; corrected shop drawings shall be submitted within three (3) weeks following return of the shop drawing to the vendor by the County.

9.9 Furniture and Shelving Delivery Schedule:

9.9.1 The construction dates will be revised as work progresses in the general construction contract. The vendor shall, however, be prepared to furnish all items for the library any time between November 1, 2009 and February 1, 2010. The County reserves the right to adjust this "delivery window" in the event of unforeseen events.

9.9.2 The vendor shall be responsible for all coordination of the delivery of furniture to be provided as required to coincide with the completion of the building. No furniture shall be delivered and stored on site prior to its installation. The vendor shall be responsible for any and all storage of furniture prior to delivery and installation.

9.9.3 All time limits stated here are of the essence of the contract. The vendor shall expedite the work and achieve substantial completion within the contract Time. The date of substantial completion of the work is the date certified by the County when the work is sufficiently complete so that the County can occupy or utilize the work for the use for which it is intended.

Initials of Bidder: _____

9.9.4 If the vendor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the vendor's control, or by any other cause which the County determines may justify the delay, then the contract time shall be extended by change order, approved by Commissioners Court, for such reasonable time as the County may determine.

9.10 Delivery and Installation:

9.10.1 All items shall be delivered and installed at the following address:

Sienna Branch Library
8411 Sienna Springs Blvd.
Missouri City, Texas 77459

9.10.2 The vendor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

9.10.3 The vendor shall, prior to shipment, delivery, and installation, visit and inspect the project premises in order to confirm the conditions under which the work is to be performed, verify the stage of completion of the project premises, determine the availability of facilities for access, delivery, transportation and storage, and correlate these observations with the requirements of the contract documents.

9.10.4 The vendor shall supervise and direct the work using the vendor's best skill and attention, and shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this contract.

9.10.5 The vendor will ensure that the installers are familiar with all elements of the particular product to be installed, the approved shop drawings, and other relevant specifications, and that installation is done in accordance with the shop drawings, furniture plans, and specifications. It will be the sole responsibility of the vendor to dismantle and re-install incorrectly placed items and to correct installation deficiencies that the County determines are not completed in accordance with the shop drawings and/or furniture plans.

Initials of Bidder: _____

9.10.6 The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ on the project any unfit person or anyone not skilled in the task assigned them.

9.10.7 The vendor shall be responsible to the County for the acts and omissions of the vendor's employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the vendor.

9.10.8 All delivery and installation shall be made during regular business hours. The vendor or his representative shall be at the job site to accept all deliveries. No drop shipping shall be allowed. Under no circumstances will the County be obligated to receive deliveries. As noted above, deliveries that arrive prior to the installation date must be stored off the premises at no expense to the County.

9.10.9 Work in place that is subject to injury, because of the vendor's operations being carried on adjacent thereto, shall be covered or substantially enclosed for adequate protection. All forms of protection shall be constructed in such a manner such that, upon completion, the protected work will be received by the Library in proper, whole, and unblemished condition. The vendor shall be required to provide protective runways (plastic or other suitable material) on all finished floors throughout the building in areas where furniture is being transported or installed. The vendor shall take all necessary precautions to protect new/existing work in place. All damaged areas shall be repaired by the County to original conditions, and all associated costs shall be deducted from payment due to the vendor.

9.10.10 The vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the vendor shall remove all waste materials and rubbish from and about the Project as well as all tools, installation equipment, machinery and surplus materials.

9.11 Damages to Furniture:

9.11.1 Acceptance of the furniture shall be made by the County only when each item has been installed in its final destination, cleaned, and demonstrated to be in new, undamaged operating condition. The vendor shall be responsible for all furniture and its disposition prior to final acceptance by the County.

Initials of Bidder: _____

9.11.2 The vendor shall be responsible with the carrier for any concealed damage which might be found when the furnishings are uncrated and/or removed from packing materials and are placed. All minor adjustments, relocation of individual pieces or equipment and similar final corrections shall be executed by the vendor as directed by the County as part of the work under this contract.

9.12 Correction of Work:

9.12.1 The vendor shall promptly correct all work rejected by the County as defective or as failing to conform to the contract documents whether observed before or after substantial completion, and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of one year from the date of substantial completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents. These provisions apply to work done by subcontractors as well as to work done by direct employees of the vendor.

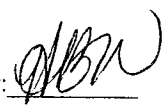
10.0 GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WOOD FURNITURE IN SECTIONS 2, 3, 4, 5 and 6:

10.1 Lumber: All woods used shall be selected from thoroughly air-seasoned stock, free from imperfections and kiln-dried to have a moisture content, at time of assembly, of from 5% to 7%. This moisture content shall be controlled throughout manufacture so that the equipment arrives on the job site at its end-use moisture content.

10.2 Wood species: Unless otherwise specified, all exposed wood shall be Northern Red Oak (Quercus Rubra), free from all detrimental defects and selected for uniform grain and color. All unexposed woods shall be sound hardwoods.

10.3 Core: All cores specified shall meet the following requirements. Determination of the appropriate cores shall be described in the detailed item specifications.

10.3.1 Particleboard core shall be Type 1, Grade M, Class 3 panel, mat-panel conforming to ANSI/A208.1 - 1989 {/ul Wood Particleboard} standard. The panel shall be formed of wood chips, bonded with a water-resistant adhesive. It shall be of medium density between 40 and 50 lbs./cu. ft., having a minimum modulus of rupture of 2400 PSI, a minimum average modulus of elasticity of 400,000 PSI, a face screw-holding capacity of 250 lbs., and edge screw-holding capacity of 225 lbs., and maximum formaldehyde emissions of no more than 0.30 ppm. All tests shall be conducted in accordance with ASTM D1037-87.

Initials of Bidder: 

10.3.2 Lumber core material shall be of good grade core stock in random width strips with tight glue joints. The maximum width of the strips shall be 2 ½" to minimize the tendency to warp. Discoloration, sound knots, open defects, if securely patched or filled butt joints, other than at the edges, are permitted. Brashness and doze are not permitted. The bonding agent used to glue up the core stock shall be a Type II, water-resistant resin adhesive, which will retain its strength when subjected to a thorough wetting and drying.

10.4 Face veneers: Exposed face veneers shall be a minimum of 1/36" plain-sliced premium or select grade "A" Red Oak, tight and smooth cut, selected for uniformity, even grain, beauty and color. The face shall be book-matched or slip-matched, sequenced and balanced across a panel. The face shall have the presence of cathedral grain pattern with a good presence of quartered grain on each side of the cathedral. The faces shall be free of wild grain, wild heart, split cathedrals, gross figure, and shall be free of splits, patches, and other detrimental effects. A few scattered pin knots no larger than 1/16" shall be permitted on each leaf of the face. All leaves shall be joined in such a manner as to prevent lap or open joints. No tape or tape residue shall remain from veneer splicing. The bonding agent shall have the same water resistance as the bonding agent used in the lumber core manufacture. Unexposed veneers shall be hardwood veneers except they may be unselected for grain and color.

10.5 High pressure laminate: Worksurfaces shall be .050" thick and used with an appropriate backing sheet not to be less than .028" thickness. Plastic laminate shall be of maximum hardness being resistant to scratches, marring, fading, staining, etc., and shall comply with performance standards set by the National Electrical Manufacturers Association (NEMA LD3 - 1985 - GP20).

10.6 Wood finishing operations: After normal machine sanding operations have been performed, each piece shall be further polished and hand sanded to insure removal of all machine or mill marks. Each piece shall then be thoroughly inspected prior to the application of any finishing materials.

10.7 A selected stain of the desired shade shall be applied to all surfaces requiring stain, paying particular attention to the shading and blending of colors on individual units. After a thorough drying of the stain, a sealer coat shall be applied to secure a bond between the wood and the topcoat. The surface shall then be well sanded before applying a catalytic-type lacquer topcoat.

11.0 SPECIFICATIONS FOR ELECTRICAL COMPONENTS:

11.1 Upon request, bidders shall supply additional information about the electrical system that they are bidding and wire management solutions for all furnishings specified with full electrical systems.

Initials of Bidder: _____

11.2 All electrical components specified must meet the exact requirements of the Library and shall not be altered. All items which are electrically required to be hardwired to the building power supply shall be connected by a qualified electrician at the Library's expense, but coordinated and under the auspices of the furniture installer. The bidder shall be responsible for insuring adherence to the specified and applicable standards and codes. Evidence which indicates failure to comply will result in a nonresponsive bid.

11.3 Appliance connection: Any equipment (computer, A-V equipment, etc.) which is intended to be placed on or within the furniture in this section of the bid shall electrically be connected and all wires stowed. This obligation only pertains to equipment that is "on hand" at the time of installation and shall not include equipment not yet on site.

11.4 Instruction: The bidder shall be responsible for providing instruction to the Library Director or representative of the Library's choice on the use of any integrated electrical systems in furniture, including how cords must be legally stowed, use of grommets, J channels, etc. In addition, instruction shall include how to electrically balance the system and change circuit designations.

11.5 Electrical system: computer tables and service desks shall be equipped with a three-circuit electrical system. No circuit in the system shall share a neutral. Power distribution shall be configured for eight wires, providing three phase wires, three neutral wires, an equipment ground, and an isolated ground. Wiring shall be copper, #12 AWG minimum size. Each circuit shall have its own neutral; shared neutrals shall be unacceptable. The exact location of power entry for each item shall be verified by the vendor awarded the bid for each section.

11.6 The electrical system shall provide the number of outlets designated for the item in the specifications for the specific item in the bid document. The outlet assembly shall include the duplex outlets rated at 15 amps at the receptacle with 20-amp through power. Circuit designations of the duplex outlets must be capable of being changed without having to change the wiring. All wires shall be 12-gauge except for the shared neutral which shall be 10-gauge to prevent overload. The cable assembly shall terminate at one end with a single or double duplex housing (side-to-side and not back-to-back) and at the other end with a quick connect. The duplex housing shall be molded directly onto a 9/16" diameter trade size oval metallic conduit and shall contain ports for three quick-connect connections. The opposite end of the cable shall have a housing to create a safety loop wire coil to allow cable to expand or bend without placing strain on the wire or terminals. The wire shall be continuous for duplex housing to quick connect. Terminals shall be of three-point contact design to ensure positive contact of mating terminal. All intermediate uprights in computer workstations or other furnishings shall be provided with 3" diameter PVC grommet sleeves.

Initials of Bidder: _____

11.7 Electrical systems shall be furnished with a power entry assembly which shall consist of a sheet metal raceway and a chase for the height of the worksurface. A second chase shall be supplied for data cables. The chases shall be constructed and banded with the same materials as the end panels. The raceway shall terminate at the bottom with liquid tight BX conduit with fittings to allow hard wiring to a junction box in the floor. The raceway terminates under the work surface with 9/16" oval BX conduit and quick connect connector.

11.8 All machined panel part data shall be stored and retained for a period of fifteen (15) years to produce, upon demand, matched, engineered and precision manufactured parts for assemblies.

12.0 SECTION 1: STEEL SHELVING (Indicated by S- on plan.)

Detailed Specifications:

12.1 Shelving shall be bracket style, welded-frame construction. Wall shelving shall be anchored to the wall. All shelving shall be carefully adjusted to the floor and leveled. Steel book stacks shall be those manufactured by Estey Company, M. J. Industries, Gaylord, Borroughs, Spacesaver, or other welded-frame products that are substantially equal. Acceptable products shall have been tested by an independent laboratory to meet the minimum performance standards of ANSI/NISO Z39.73-1994, Single-Tier Steel Bracket Library Shelving. Bidders shall be prepared to provide testing results of their products upon request by the Library.

12.2 The vendor awarded the bid shall field-measure the building prior to ordering the shelving to ensure that the shelving as specified below will fit correctly.

12.3 Book stacks shall be supplied in a color that matches MJ Industries #1210 Autumn White. Upon request, the selected vendor shall supply three (3) steel samples of the color for approval, prior to fabrication of the shelving.

12.4 Shelving vendor shall supply and install all hardware necessary for the installation of any custom wood end panels and tops specified in Section 4 of these specifications. The shelving vendor shall work with the vendor awarded Section 4 to ensure that custom end panels and tops are the correct sizes for the shelving supplied.

Initials of Bidder: _____

12.5 Book stacks are to be of unit construction such that all components of a book stack section may be removed as a modular unit from any range without in any way disturbing the adjacent units. Relocation and reuse of removed section(s) shall be accomplished without acquisition of additional parts. Upright webs shall be punched for bolting intermembering welded frames into stack ranges. Double-faced sections shall be freestanding. The shelving shall be constructed in such a manner that it is stable without the use of cross ties or sway braces. Starter/adder shelving systems or systems with hook-in type assembly shall not be considered acceptable substitutes.

12.6 Only the finest materials and quality of workmanship shall be acceptable. Sheet metal shall be furniture stock cold rolled, reannealed and full pickled or equivalent. Gauge thicknesses are U. S. standard with the following minimum requirements: upright columns of weld frame - #16 gauge; top spreader tubular steel - #16 gauge; bottom channel spreader - #16 gauge; shelves, including base shelf - #18 gauge; shelf end and base shelf brackets - #16 gauge.

12.7 Each shelf shall have a minimum clearance between end brackets of 35 ½". Component parts shall be prepared for painting by a multi-stage cleaning and phosphating process. Material is then to be finished with a powder paint baking enamel of a medium gloss, applied by electrostatic method, capable of withstanding severe hammer and bending tests without flaking. Minimum thickness of the final finish shall be 2.0 mils. Wet process paints shall not be considered an acceptable equal.

12.8 Upright columns of welded frame shall be formed of not less than #16 gauge steel into channel shape with no less than ½" stiffening flanges measuring 2" in the web and 1 1/4" at front and rear surfaces. Uprights are to be perforated full height with a series of 3/16" x 5/8" slots spaced 1" on vertical centers and located within 5/16" from the web. Every fifth and sixth slot shall have square corners and be pattern punched differently than the other corner slots to ease in visual leveling of adjustable shelves.

12.9 Top spreader of welded frame shall consist of not less than #16 gauge tubular steel channel shape measuring at least 1" x 2 ½" in cross section. This spreader shall be electrically welded to uprights in appropriate locations. Bottom spreader of welded frame shall consist of not less than #16 gauge steel channel shape measuring at least 1" x 1 3/4" in cross section. The outer ends of this channel are to be punched to receive leveling nuts and floor levelers. Bottom spreader shall be electrically welded to uprights with open portion of channel positioned upward. Welded frames shall be of heights as specified, of 36" and 30" widths and equipped with two (2) adjustable floor levelers. Each leveler shall be provided with elastomeric plastic shoes to protect floor covering and to prevent "walking" of stack units.

Initials of Bidder: _____

12.10 Closed base support brackets shall be designed to fit snugly in and around welded frame upright. Material shall be no less than #16 gauge steel. Brackets shall have a 90 degree flange at bottom which will rest on floor covering.

12.11 Hardware to level book stack unit shall be incorporated into the base bracket. Top and front edge of base bracket shall be flanged outward approximately 1/4" and the profile of this bracket shall match that of the adjustable shelf end bracket and in addition shall have a hole in the embossment for attaching adjoining base brackets with fastener contained within the embossment.

12.12 Closed base shelves shall be formed of not less than #18 gauge steel into one piece construction designed to fit snugly around upright columns and base brackets without need of hardware fasteners. Front height shall be at least 3" and sides shall have stiffening flanges.

12.13 Adjustable shelves shall be formed of not less than #18 gauge steel with front and rear edges box-formed 3/4" high. Nominal depth of shelf shall be 1" greater than actual dimension. Side of shelf shall be flanged for locking into end bracket lances. Shelves shall support book loads of 50 pounds per square foot without deflection in excess of 3/16".

12.14 Shelf end brackets shall be formed of not less than #16 gauge steel and all but the rear edge shall be flanged outward approximately 1/4". Rear edge shall have two crimped hooks at top and a positioning tab to prevent accidental dislodgement at bottom for engaging frame upright slots. Shelf end brackets shall incorporate two lances for securing shelf side flanges. Bracket design shall allow for shelf adjustment upward and downward without disturbing any of the other shelves. Also shelf bracket shall include embossment to prevent bracket overlapment when units are shelved. Bracket shall extend at least 6" above shelf surface.

12.15 Ninety-inch high shelving shall be equipped with six (6) adjustable shelves. Steel end panels, where specified, shall extend full width and height of unit. They shall consist of one piece of #18 gauge steel formed into flush profile with 1 ½" square edge and exposed return flange of not less than 3". Tops shall be tightly closed with closure flanges. Centers of double-faced panels shall be equipped with full height channels for attaching to frame uprights and to deaden sound and eliminate "oil canning."

12.16 Hinged periodical shelves shall consist of sloping display shelves hinged to adjustable shelf and base shelf brackets. Display shelves shall be 14" actual height, shall be hinged to allow a clear storage height of 8", and shall stand without holding when in open position. Lower edge of display shelf shall have flange and turned up lip to provide a 1 3/8" clearance behind lip.

Initials of Bidder: _____

12.17 Divider type shelf (e.g. picture book shelving): Shall be of #18 gauge steel with front edge box formed 3/4" high with integral 5" – 6" high backstop. Dividers shall be 6" high unless specified otherwise.

12.18 Steel canopy tops shall be formed of #18 gauge steel with a 1 ½" front edge and supported by #12 gauge brackets which engage in the slots of the frame uprights. Sizes shall extend the full width and depth of the base shelf.

12.19 See attached furnishing and shelving layout for location of shelving to be purchased.

Shelving, as listed below, shall be furnished, delivered, and installed:

Item No.	Quantity	Description
S-1	223	Sections of double-faced steel shelving, 90" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"-deep, sloping, closed base shelves, twelve (12) 12"deep adjustable shelves, and a canopy top to match depth of base on 187 sections. (No canopy tops on 18 sections in circulation workroom, 6 sections in Friends/donated book room, and 12 sections in college workroom) Supply shelving for the second floor reference book area with twelve (12) pull-out reference shelves. Supply fourteen (14) steel end panels for ranges in circulation workroom, Friends room, and college workroom. All other ranges have custom wood end panels in Section 4 of the bid document. (Summary of total shelving: First floor – 6 sections self-help reserved books, 5 sections new books, 18 sections circulation workroom, 6 sections Friends Room; Second floor – 152 sections adult nonfiction, 12 sections college workroom, and 24 sections reference area.) **Price per each:** $373.54 **Extended Price:** $83,078.13
S-2	48	Sections of double-faced steel shelving, 90" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves, twelve (12) 10"- deep adjustable shelves, and a canopy top to match depth of the base. Custom wood end panels in another section. (adult fiction books first floor) **Price per each:** $312.08 **Extended Price:** $14,979.98

Initials of Bidder: [signature]

Item No.	Quantity	Description
S-3	54	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, eight (8) 10"- deep adjustable shelves, and a canopy top to match the depth of the base. Custom wood end panels in another section. (juvenile books first floor) **Price per each: $** 225.65 **Extended Price: $** 12,185.11
S-4	18	Sections of double-faced divider-type steel picture book shelving with integral back, 42" high X 24" deep X 36" wide. Each double-faced section shall have two (2) 12"- deep, flat closed base shelves and four (4) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and custom wood end panels in another section.) (picture/easy first floor) **Price per each: $** 244.59 **Extended Price: $** 4,401.53
S-5	51	Sections of single-faced steel shelving, 90" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"-deep, flat, closed base shelf, six (6) 12"-deep adjustable shelves and a canopy top to match depth of base on 6 sections on first floor book sale area and 6 sections on second floor adult nonfiction area. (No canopy tops on 13 sections in Friends/donated book area, 12 sections in circulation workroom, 7 sections in children's workroom and 7 sections in adult reference workroom.) Supply two corner fillers, 12" X 12" X 90", 1 in Friends/donated book area and 1 in circulation workroom, both on the first floor. Supply a total of fourteen (14) steel end panels for ranges in circulation workroom, Friends/donated book area, children's workroom, and adult reference workroom. Custom wood end panels for other shelving in another section. (Summary of total shelving: First floor - 6 sections Friends book sale first floor, 13 sections Friends/donated book area, 12 sections circulation workroom, 7 sections children's workroom; Second floor – 7 sections adult reference workroom, 6 sections adult nonfiction) **Price per each: $** 199.01 **Extended Price: $** 10,149.55

Initials of Bidder: [illegible]

Item No.	Quantity	Description
S-6	18	Sections of single-faced divider-type steel picture book shelving with integral back, 42" high X 12" deep X 36" wide. Each single-faced section shall have one (1) 12"- deep, flat closed base shelf and two (2) 12"-deep adjustable shelves. Each shelf, including the base shelves, shall be supplied with five (5) dividers. (Custom tops and end panels in another section.) (picture/easy first floor) **Price per each: $** 157.39 **Extended Price: $** 2,833.06
S-7	5	Sections of single-faced shelving, 90" high X 16" deep X 36" wide. Each single-faced section shall have one (1) 16"- deep, flat closed base shelf and six (6) 16"-deep adjustable shelves. No canopy tops. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 238.46 **Extended Price: $** 1,192.30
S-8	1	Section of single-faced shelving, 90" high X 12" deep X 36" wide. Single-faced section shall have one (1) 12" deep, flat closed base shelf and six (6) hanging-bag racks. No canopy top. Supply with two (2) matching steel end panels. (Children's workroom first floor.) **Price per each: $** 502.93 **Extended Price: $** 502.93
S-9	12	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide. Each section shall have two (2) 12"-deep closed base shelves and eight (8) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top. Custom end panels in another section. (adult periodicals second floor) **Price per each: $** 407.76 **Extended Price: $** 4,893.14
S-10	6	Sections of double-faced hinged periodical shelving, 66" high X 24" deep X 36" wide in one range. On one side of the range, each section shall have one (1) 12"-deep closed base shelve and four (4) hinged periodical shelves each with a divider shelf underneath supplied with two dividers (to be used to create individual compartments for storage of back issues), and a canopy top.

Initials of Bidder: _____

On the other side of the range, each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves with two-part hinged plexiglass covers for newspapers. Each section shall have a canopy top. (adult periodicals second floor)

Custom end panels in another section.

Price per each: $591.78 **Extended Price: $** 3,550.70

Item No.	Quantity	Description
S-11	53	Sections of single-faced shelving, 42" high X 10" deep X 36" wide. Each section shall have one (1) 10"-deep flat closed base shelf and two (2), 10"-deep adjustable shelves and a canopy top to match depth of base. Custom end panels in another section. (First floor – juvenile and adult fiction)

Price per each: $132.10 **Extended Price: $** 7,001.41

S-12	6	Sections of double-faced shelving, 78" high X 24" deep X 36" wide in one range.

On one side of the range, each of the 6 sections shall have one (1) 12"-deep flat closed base shelf, five (5) 12"- deep adjustable shelves, and a canopy top. On the other side of the range, three (3) sections shall have one (1) 12"- deep closed base shelf and four (4) hinged periodical shelves each with divider shelf supplied with two dividers, and a canopy top; three (3) sections shall have one (1) 12" deep flat closed base shelf, five (5) 12"-deep adjustable shelves, and a canopy top.

Custom end panels in another section.

(In summary, one side will hold teen books, and the other side will hold teen periodicals and teen books.)

Price per each: $336.81 **Extended Price: $** 2,020.89

S-13	12	Sections of double-faced steel shelving, 78" high X 20" deep X 36 wide. Each double-faced section shall have two (2) 10"-deep, flat closed base shelves, ten (10) 10"-deep adjustable shelves, and a canopy top to match the depth of the base. Custom end panels in another section. (teen books first floor)

Price per each: $250.74 **Extended Price: $** 3,008.90

Initials of Bidder: [illegible]

Item No.	Quantity	Description
S-14	6	Sections of single-faced hinged periodical shelving, 66" high X 12" deep X 36" wide. Each section shall have one (1) 12"-deep closed base shelf and four (4) hinged periodical shelves each with a divider shelf supplied with two dividers and a canopy top. Custom end panels in another section. (children's and parenting periodicals first floor) **Price per each: $** 239.30 **Extended Price: $** 1,435.83
S-15	48	Sections of single-faced shelving, 42" high X 12" deep X 36" wide. Each section shall have one (1) 12"- deep flat closed base shelf and two (2), 12"-deep adjustable shelves and a canopy top to match depth of base on 44 sections. Four (4) sections behind the children's reference desk will have a custom top listed in another section. Custom wood end panels in another section. (second floor adult nonfiction and children's area) **Price per each: $** 138.95 **Extended Price: $** 6,669.95
S-16	30	Sections of double-faced steel shelving, 66" high X 20" deep X 36" wide. Each double-faced section shall have two (2) 10"-deep, sloping, closed base shelves; eight (8) 8"-deep sloping video shelves all with backs, slots, and six (6) dividers; and canopy tops to match the depth of the base. Shelves shall slope at a seven degree angle. (audiovisual shelving, 18 sections adult first floor and 12 sections juvenile first floor) Custom wood end panels in another section. **Price per each: $** 448.45 **Extended Price: $** 13,453.61
S-17	7	Sections of single-faced steel shelving, 66" high X 10" deep X 36" wide. Each single-faced section shall have one (1) 10"-deep, sloping, closed base shelf; four (4) 8"- deep sloping video shelves all with backs, slots, and six (6) dividers. Shelves shall slope at a seven degree angle. Supply with two matching steel end panels. No canopy tops.(college workroom second floor) **Price per each: $** 263.92 **Extended Price: $** 1,847.46
S-18	12	Extra regular flat shelves, 10" deep. (Not shown on plan.) **Price per each: $** 12.60 **Extended Price: $** 151.23

Initials of Bidder: JBW

Item No.	Quantity	Description
S-19	12	Extra regular flat shelves, 12" deep. (Not shown on plan.) **Price per each: $** 14.26 **Extended Price: $** 171.12
S-20	12	Extra hinged periodical shelves. (Not shown on plan.) **Price per each: $** 35.75 **Extended Price: $** 429.07
S-21	8	Extra hanging bag racks (Not shown on plan.) **Price per each: $** 51.12 **Extended Price: $** 408.96
S-22	5,500	Book supports: Standard findable or flat book supports, 9" high, with cork base. (MJFind9 or equivalent) (Not shown on plan.) **Price per each: $** 2.97 **Extended Price: $** 16,335.00
S-23	100	Backstops, equal to Estey DBB36. (Not shown on plan.) **Price per each: $** 3.05 **Extended Price: $** 305.00

Grand Total for all items in Section 1: $ 191,004.86

13.0 SECTION 2: ADULT AND CHILDREN'S WOOD READING TABLES, CARRELS, SMALL REFERENCE DESKS, AND ATLAS STAND (Indicated by T- on plan.)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
T-1	19

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power.

(Worden Academy series 7200/3672 or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: JBN

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The long edges shall be banded with a 5/16" thick x 1-1/4"wide solid oak external band. The short edges or ends shall be banded with 1-1/4" x 2-5/8" solid oak external edgeband. All edges shall be radiused 1/16". Bands shall be applied after lamination of the face plastic. The edge bands shall be set flush to the laminate without the use of vein lines or reveals.

Top support: The underside of the tables shall be fitted with two parallel V-shaped 14-gauge steel keels. Keels shall be attached to the underside of the top with screws.

End frames: The end frames shall be recessed 1/8" from the edges of the top. The end frames shall consist of two legs, two cross headers, and five slats. The legs shall be 2 1/2" square glued-up solid oak. The cross headers shall be 1 1/4" X 2 1/2" solid oak, recessed 1/8" from the face of the leg and doweled and glued to the legs. The bottom header shall be 4 1/4" above the floor. The slats shall be 3/4" X 1 7/8" on 96mm centers, recessed 1/8" from the face of the header, and doweled and glued to the headers. All members shall be radiused 1/16".

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak apron rails recessed 1/8" from the face of the leg and doweled and mechanically joined to the end frame.

Cable chase stretcher assembly: The assembly shall consist of a stretcher and a top support cable chase. The stretcher shall be 1 5/8" thick X 5 3/4" wide, three-ply particleboard construction with select grade "A" oak veneer face. Long edges shall be banded with 5/8" X 1 5/8" solid oak. The cable chase shall be 4" deep X 12" wide with a hinged door and cord egress apertures at the top and grommets through the stretcher. The assembly shall be mechanically joined to the top and end frame assembly.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Double-faced tilt-up power: The unit shall be 9 9/16" wide X 9 13/16" long X 4 1/4" high. The unit shall consist of a self-rimming bezel, two hinged lids opening on opposite sides, a 15-amp circuit breaker, a 9' cord, and a horizontal wire manager. The bezel shall be constructed of 12 gauge steel, welded and ground flush at the corners. Each lid shall be a 21-gauge steel formed assembly with a lip that, when opened, exposes a minimum of one duplex outlet. The lids shall have detents to allow them to stay open while power is being accessed. All exposed metal parts shall be finished with a textured black powder coat.

Price per each: $2,286.98 **Extended Price: $** 43,452.62

Initials of Bidder: [illegible]

Item No. **Quantity**

T-2 1

General Description

Adult reading tables, 36" X 72" X 29" high, laminate top, supplied with double-faced, tilt-up access to power. **No aprons in order to provide a table that is wheelchair accessible.** Same general specification as T-1.

(Worden Academy series 7200/3672 modified or equivalent with PDC/200 with D2N5AB/9 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 2,223.26 **Extended Price: $** 2,223.26

Item No. **Quantity**

T-3 5

General Description

Youth and teen reading tables, 48" round X 29" high, laminate top, leg-base

(Worden 7200/048 or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1 1/4" thick, three-ply construction with .050" high pressure laminate face and .028" backer on the underside. The perimeter of the table shall be banded with a 5/16" thick X 1 1/4" wide solid oak external band. All edges shall be radiused 1/16".

Legs: the legs shall be 2 ½" square glued-up solid oak.

Apron: Tables shall have 1 1/4" X 2 1/2" solid oak rails recessed 1/8" from the face of the leg and doweled and mechanically joined by hanger brackets. The apron shall sit between all legs and shall be screwed to the top.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $ 907.85 **Extended Price: $** 4,539.25

Initials of Bidder: [signature]

Item No. **Quantity**

T-4 2

General Description

Children's reading tables, 36" round X 25" high, laminate top, leg-base. Same general description as T-3 except the legs shall be square glued-up solid oak proportioned appropriately for the 25" height.

(Worden 7200 or equivalent)

Laminate: 1 table top in Nevamar, Celestial Textured, SV0001; 1 table top in Nevamar, Green Tea Textured, SG0002

Price per each: $ 609.01 **Extended Price: $** 1,218.02

Item No. **Quantity**

T-5 1

General Description

Children's puzzle table, 36" round X 15" high, laminate top, leg-base. Same general description as T-3, except with no apron.

(Worden 7200 or equivalent)
Laminate: Nevamar, Green Tea Textured, SG0002

Price per each: $ 510.17 **Extended Price: $** 510.17

Item No. **Quantity**

T-6 4 (Not shown on plan)

General Description

Copier tables, 24" deep X 36" long X 36" high, leg-based, laminate top with 5/8" thick X 1 ¼" wood edgeband.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 516.57 **Extended Price: $** 2,066.28

Initials of Bidder: _____

Item No.	Quantity
T-7	3

General Description

Double-faced carrels (all starters), 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface 29" high. Each side supplied with a shelf, light, oak valence and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the work surface.

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and five 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Price per each: $3796.32 **Extended Price:** $11,388.98

Initials of Bidder: _____

Item No. **Quantity**

T-8 1

General Description

Double-faced starter carrel, 60" deep X 38" wide X 48" high, laminate worksurface. Worksurface on one side 29" high. Worksurface on other side shall be 32" high. Each side with a shelf, light, and corner-mounted power column with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general specification as T-7, except for worksurface height on one side.

Price per each: $ 3,796.32 **Extended Price: $** 3,796.32

Item No. **Quantity**

T-9 1

General Description

Atlas stand, 28 7/8" deep X 29 3/8" wide X 44 5/8" high (40 ½ high at the front)

(Worden 7000/AS or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Sloped top assembly shall have a .050" high pressure plastic laminate facing and .028" backer on the underside. There shall be a solid hardwood retaining strip located on the lower edge of the top surface. The finished back and slide-out storage shelves shall be ¾" thick, 3-ply particleboard with select grade "A" oak face veneer on top. The front stop rail shall be solid oak tongue and groove joined to shelf panel. Five pull out shelves shall operate on full extension ball bearing slides with stops to prevent removal. The end panel shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, a 1-3/4" thick and 2-½" wide solid oak frame on four sides and three ½" thick x 1-7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The stand shall be equipped with adjustable leveling glides.

Price per each: $ 1276.16 **Extended Price: $** 1276.16

Initials of Bidder: AB

Item No.	Quantity
T-10	1 unit

General Description

Single-faced carrels, one starter and two adders, total length 12' (nominal) X 36" deep X 29" worksurfaces, overall height of panels 48", three spaces each 48" wide. Each space supplied with a shelf, light, oak valence, and corner-mounted power tap with four grounded receptacles. Unit has a 15-amp circuit breaker and a 6' SJ series black cord with 15-amp molded plug.

(Worden 7000/DSC or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The back panel of the unit will be against a wall. Power will come from the wall.

Top: work surface shall be 1 1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front edges of the tops shall be externally banded with 5/8" X 1 5/8" solid oak drop edge band radiused top and bottom 1/16". The work surface shall be attached to the side panels by means of black oxided metal "Z-bar" brackets secured to the underside of the worksurface.

Intermediate panels: The two panels shall be constructed of 1 3/16" thick X 48" high,three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak. All edges and corners shall be radiused 1/16".

End panels: end panels shall be 1 3/4" thick and shall consist of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer on face and back; a 1 3/4" thick X 2 1/2" wide solid oak frame on four sides; and three 1/2" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Back panel: back panel shall be 1 3/16" thick X 45" high, three-ply particleboard construction with select grade "A" oak veneer on face and back. The panel shall be banded on the top edge with 1 3/16" thick X 2 1/4" solid oak band and on the bottom with a 5/8" thick solid oak band. The back shall be recessed 1/4" from the top and shall be 2 3/4" above the floor.

Storage shelf: storage shelf shall be 1" thick, three-ply particleboard construction with select grade "A" oak face veneer on both faces. The front edge shall be banded with solid oak with eased edges. The shelf shall be 10" deep and shall be positioned 44 1/2" above the floor.

Glides: each panel end shall be equipped with a pair of 1 13/16" diameter rubber cushioned adjustable glides with 15/16" stem.

Initials of Bidder: _____

Price per each: $4,390.52 **Extended Price:** $4,390.52

Grand Total for all items in Section 2: $74,861.58

14.0 SECTION 3: CIRCULATION DESK, ADULT REFERENCE DESK, CHILDREN'S REFERENCE DESK, COLLEGE DESK, WOOD SHELVING MATCHING THE DESKS, AND COMPUTER WORKSTATIONS (Indicated by C- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Note: if requested, vendors should be prepared to provide the specifications and the name of the manufacturer of the electrical system they will be installing in the items listed below.

Item No.	Quantity
C-1	2

General Description

Children's six-place, double-faced computer tables, 62" wide X 144" long X 27" high

(Worden 7000 series modified or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table tops shall be 1-1/4" thick, three-ply particleboard construction with .050 laminate tops and a .028" backer on the underside. The table will be supplied with a top split into two separate pieces, each piece shall be approximately 30" deep with a 2" cord drop in the center of the table, along the length. Each side of the cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the two sides of the table top. The outside, long edges of the table top shall be banded with a 5/8" thick x 1-5/8"wide solid oak and radiused top and bottom 1/16". The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and five ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

Initials of Bidder: _____

Keels: the table shall have two longitudinal stabilizing keels 1" thick X 12" deep (or depth needed to provide support the length of the table), five-ply lumber-core construction with select Grade "B" oak face and back. The keels shall be attached to the underside of the top and end and intermediate panels.

Recessed intermediate support panels: both sides of the table shall be supplied with one or more stabilizing intermediate panels as needed to support the length of the table. The intermediate support panels shall be attached to the underside of the table and shall be designed in such a manner so as not to impede movement of someone in a chair moving from one end of the table to the other. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system, as per the general electrical specifications. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $ 5,843.02 **Extended Price: $** 11,686.04

Item No. **Quantity**

C-2 6

General Description

Adult double-faced, six-place computer tables, 62" wide X 144" long X 29" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 24 outlets to the table—12 duplex outlets or equivalent.

Price per each: $ 5,913.95 **Extended Price: $** 35,483.70

Initials of Bidder: [illegible]

Item No. **Quantity**

C-3 1

General Description

Children's double-faced, computer table, 62" wide X 96" long X 27" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same general construction as C-1. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 4,596.51 **Extended Price: $** 4,596.51

Item No. **Quantity**

C-4 1

General Description

Adult single-faced computer table, 36" deep X 12' long X 39" high

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will be a workstation for three standing-height online catalogs.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: _____

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Intermediate panels: Two intermediate, stabilizing panels shall be placed under the worksurface. The panels shall be supplied with a grommet for extending the electrical system through the entire table. The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical and bottom edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16".

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The height of the back panel shall be approximately 31 3/4" and shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 16 outlets to the table—8 duplex outlets or equivalent.

Price per each: $ 4,769.77 **Extended Price: $** 4,769.77

Item No.	**Quantity**
C-5	1

General Description

Teen double-faced computer table, 62" deep X 16' long X 29" high. Same general specification C-1 above. The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 32 outlets to the table—16 duplex outlets or equivalent.

(Worden 7000 series modified or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Price per each: $ 6,479.07 **Extended Price: $** 6,479.07

Initials of Bidder: [illegible]

Item No. **Quantity**

C-6 8

General Description

Stack end computer stations, approximately 24" wide X 24" deep X 39" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Online-catalog stations will be located at the end of a double-faced bookstack range. The unit shall be ¼" narrower than the end panel next to which it will be placed X 24" deep X 39" high. The unit shall be freestanding and not attached to the stack end panel.

Top: The top shall be 1 1/4" thick, 3-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The front and back edges of the top shall be banded with 5/16" thick x 1 1/4" wide solid external bands. The bands shall be set flush to the laminate without the use of vein lines or reveals. All edges shall be radiused 1/16". The top shall sit inside the end panels.

Panel ends: The side panels shall be 1-¾" thick, consisting of a 1-3/16" thick, 3-ply particleboard panel with premium grade "A" oak veneer face and back, with a 1-3/4" thick and 2-½" wide solid oak frame on four sides. (No slats.) Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".
Keel: If necessary, the unit shall be supplied with a keel attached to the two sides of the table for stability.
Glides: The glides shall be 1 3/16" diameter rubber cushioned adjustable glides with a ¼-20 x 15/16" threaded stem.

Price per each: $ 739.53 **Extended Price: $** 5,916.24

Item No. **Quantity**

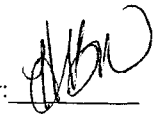
C-7 1

General Description

Teen single-faced printer table, 36" deep X 62" long X 29" high

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Initials of Bidder: 

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front and back edges of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

Price per each: $ 2,255.23 **Extended Price: $** 2,255.23

Item No.	**Quantity**
C-8	1

General Description

Youth single-faced printer table, 36" deep X 72" long X 27" high

(Worden Academy series or equivalent.)
Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16". The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Initials of Bidder: _____

Keel: the table will hold two large printers. Provide a stabilizing keel, if necessary.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table—4 duplex outlets or equivalent.

Price per each: $ 3203.49 **Extended Price: $** 3,203.49

Item No.	**Quantity**
C-9	2

General Description

Adult single-faced printer table, 36" deep 96" long X 29"

(Worden Academy series or equivalent.)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The table will hold two printers.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate and a .028" backer on the underside. The front long edge of the top shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. All edges shall be radiused 1/16".The top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table. The top shall be secured to the ends by means of black oxided metal "Z-bar" brackets.

Initials of Bidder: HBW

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick , three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

Keel: Because of the length of the table, provide a keel in a size that will stabilize the table.

Back/modesty panel: the table shall have a back panel constructed of 1 3/16" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width inside the end panels. The top of the back panel will end at the same height as the table top. The top and bottom edges of the back panel shall be banded with 5/8" solid oak. Top and bottom edges shall be radiused 1/16". The back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system. The electrical system shall provide a maximum of 8 outlets to the table 4 duplex outlets or equivalent.

Price per each: $ 3520.64 **Extended Price: $** 7,041.28

Item No.	**Quantity**	
C-10	1	(See sketch provided with the bid document.)

General Description

Children's reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminates:
Worksurface – Nevamar Green Tea, SG0002
Transaction counter – Nevamar Celestial, SV0001

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: [signature]

The desk shall be faced on all exposed surfaces with select grade "A" oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. The bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

Some of the features and dimensions of the desk reflect a custom design; however, other elements will be built using standard library service desk construction. With your bid for this item, provide detailed specifications and line drawings of your company's standard construction for library circulation desk modules. Provide information about materials, joinery, hardware, etc.

All units shall have a closed base with a 6" high toekick on both public and working sides, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Module 1 with no transaction top will be 36" deep). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible module (Module 1). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the unit with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Module 1 will be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 8 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 8. Modules 1, 3, 4, 5, 6, and 8 shall each be supplied with a maximum of two (2) duplex outlets for a total of 24 outlets (12 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section, prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working/staff side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 36" deep X 30" high overall. Kneespace unit. No fixed base on working side of the desk.

Initials of Bidder: _____

Module 2: 36" wide X 38" deep overall X 36" high overall. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base.

Module 4: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on working side of the desk.

Module 5: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf, and fixed, closed base at bottom.

Module 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base.

Module 7: Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 8: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Price per each: $ 15,072.33 **Extended Price: $** 15,072.33

Item No.	**Quantity**	
C-11	1	(See sketch provided with the bid document.)

General Description

Adult reference desk. The desk shall have a laminate top on the transaction counter and on the worksurface, matched veneers around the public side of the desk, and a recessed toekick on both the staff and public sides of the desk.

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface and transaction tops shall have continuous tops composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. Top overhang shall 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder:

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed 6" high toekick on both public and working side, except at kneespaces on the working side.

The overall depth of the desk, including the transaction top shall be 38" (Modules 12 and 13 with no transaction tops shall be 36" deep.). The desk shall have a transaction top approximately 10" deep that shall extend around all modules, except the wheelchair-accessible modules (Modules number 12 and 13). The transaction top shall extend approximately 2" beyond the front edge of the desk and approximately 7" over the 30"-high worksurface. Support for the transaction top shall be on the working side of the desk and shall be hidden from public view. The public edges of the transaction top (and edges of the units with no transaction top) shall have a 5/8" edge band radiused on the top and bottom. The transaction top shall be designed to allow for clear space on the worksurface of about 28" from the staff side edge to the edge of the cord drop. A 2" wide cord drop slot shall be located in the space under the transaction top. Modules 12 and 13, will each be equipped with two grommets. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

The desk shall have an overall height of 36" at the top of the transaction top and a worksurface height of 30". Modules 1 and 13 shall be equipped with end panels.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Modules 1 and 13. The electrical system shall extend from module 1 through module 13. Modules 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, and 13 shall each be supplied with a maximum two (2) duplex outlets for a total of 44 outlets (22 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the working side of the desk:

End panel (End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.)

Module 1: 36" wide X 38" deep overall X 36" high overall. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

Module 2: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed, closed base on both sides of the desk.

Module 3: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Initials of Bidder: 

Module 4: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed closed base at bottom.

Module 5: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Modules 6: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 7: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 8: 36" wide X 38" deep overall X 36" high overall. Kneespace unit. No fixed base on the working side of the desk.

Module 9: 36" wide X 38" deep overall X 36" high overall. Curved closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 10: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; one adjustable full-depth shelf and fixed base at bottom.

Module 11: 36" wide X 38" deep overall X 36" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base at bottom.

Module 12: 36" wide X 36" deep X 30" high, no transaction top, wheelchair accessible unit. Kneespace unit. No fixed base on the working side of the desk.

Module 13: 36" wide X 36" deep overall X 30" high. No transaction top. Locked plenum/cabinet for access to power/data entry. No base on working side of the desk.

End Panel

Price per each: $24,647.91 **Extended Price:** $24,647.91

Item No.	**Quantity**
C-12	2

General Description

Double-pedestal office desk, 36" deep X 72" long X 29" high.

Initials of Bidder: [signature]

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The desk shall have a full-height front panel. The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16".

The staff side of the desk shall be supplied with a center drawer and two pedestals with locks. The pedestals shall be full-height and extend to the floor. Each pedestal shall be supplied with two box drawers and one file drawer.

The desk shall be supplied with two grommets and wire management.

Price per each: $ 2,964.83 **Extended Price: $** 5,929.66

Item No.	**Quantity**	
C-13	1	(See sketch provided with the bid document.)

General Description

College service desk and shelving. Desk shall be 12' long X 36" deep X 39" and 32" high. Laminate top on the desk and shelving. Matched veneers across the public side of the desk. Recessed toekick 6" high on both the public and working sides of the desk. Shelving shall be one starter and three adders 12' long X 24" deep X 39" high.

Laminate on desk and shelving: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

The worksurface shall have a continuous top composed of the longest sections possible. Joints shall be secured with splines and mechanical joint fasteners. The desk top shall be 1 ¼" thick, three-ply particleboard construction with .050" high pressure laminate on the face and .028" backer on the underside. The front or public edges of the desk top shall be externally banded with 5/8" thick X 1 5/8" wide solid oak with top and bottom radiused 1/2". Top overhang shall be 1 ½" on the public side and 3/8" on the working side. The working side edges of the top and other parts of the desk shall be banded with a 3/8" solid oak external edgeband radiused top and bottom. **No laminate self-edges will be used on the desk.**

Initials of Bidder: [illegible]

The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

All units shall have a closed base with a recessed toekick on both public and working sides, except on the working side at kneespaces. Provide a maximum of two grommets per module for a maximum total of 8 grommets. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The front edge of the units shall be banded with a 5/8" edgeband. The working side edges of the top shall be banded with a 3/8" solid oak external edgeband radiused top and bottom.

Modules 2, 3, and 4 of the desk shall have an overall height of 39". Module 1 shall be 32" high.

The desk shall be supplied with an electrical system as described in the general specifications. Power and data entry shall be from the floor under Module 4. The electrical system shall extend from module 4 through module 1. Each module shall be supplied with a maximum two (2) duplex outlets for a total of 16 outlets (8 duplex outlets). The exact location of power entry shall be verified by the vendor awarded the bid for this section prior to fabrication.

The desk shall consist of the following modules described from left to right as viewed from the public side of the desk:

One end panel required; the other end of the unit will be against a wall. End panel shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

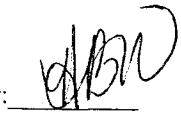
Module 1: 36" wide X 36" deep overall X 32" high overall. Kneespace unit. No fixed base on the working side.

Module 2: 36" wide X 36" deep overall X 39" high overall. Two box drawers side-by-side at top; two file drawers side-by-side at bottom. Fixed closed base on bottom.

Module 3: 36" wide X 36" deep overall X 39" high overall. Kneespace unit. No fixed base on working side.

Module 4: 36" wide X 36" deep X 39" high overall. Locked plenum/cabinet for access to power/data entry.

Shelving located behind the staff side of the desk shall be finished to match the desk. The laminate top shall have a 5/8" thick solid oak edgeband. The shelving shall be 12' long X 24" deep X 39" high. Access to power and data will be above the shelf tops. Shelving shall be constructed like four-36" wide units of standard single-faced, starter/adder wood shelving, except the depth shall be 24" and the height shall be 39" to match the desk. Then units shall be supplied with two adjustable shelves and finished backs.

Initials of Bidder: 

Price per each: $ 10,470.58 **Extended Price: $** 10,470.58

Item No.	**Quantity**
C-14	1

General Description

Self-check table, first floor, 16' long X 36" deep X 29" high.

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

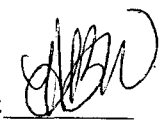
The table is intended to hold self-check stations for public use.

Top: the table top shall be 1-1/4" thick, three-ply particleboard construction with .050" high pressure laminate face and .028" backer on the underside. The edge of the top where patrons will be standing shall be banded with a 5/8" thick x 1-5/8" wide solid oak external band. On the opposite side, the top shall be set back approximately 2" from the back panel in order to form a cord drop. The cord drop shall have a black metal retainer along the entire length of the table to keep pencils from rolling through the opening between the table top and the back of the table.

End panels: The end panels shall be 1 ¾" thick, consisting of a 1 3/16" thick, three-ply particleboard panel with premium Grade "A" oak veneer face and back, a 1 ¾" thick X 2 ½" wide solid oak frame on four sides and three ½" thick X 1 7/8" wide vertical slats. Top and bottom members shall lap vertical members. All edges and corners shall be radiused 1/16". The end panels shall extend approximately ¼" above the worksurface.

The table shall be supplied with three intermediate support panels that attach to the underside of the 16' worksurface (no division on the top of the table). The panels shall be constructed of 1 3/16" thick, three-ply particleboard panel with select grade "A" oak veneer face and back. The vertical edges shall be banded with 1/8" thick solid oak. All edges and corners shall be radiused 1/16". Intermediate supports shall be supplied with a grommet as needed for extending the electrical system through the entire table.

Under each of the four divisions of the table, a shelf 24" deep shall be supplied. Each shelf should be placed 3" away from the back panel (for ventilation) and 12" above the floor. The shelves shall be attached to the end panels and to the intermediate panels.

Initials of Bidder: 

Back/modesty panel: the table shall have a back panel constructed of ¾" thick three-ply particleboard with premium Grade "A" oak veneer on both faces. The back panel shall be set across the continuous width between the end panels. The top of the back panel will end at the same height as the top. The top and bottom edges of the back panel shall be banded with 1/8" solid oak. The bottom of the back panel shall end about 6" above the finished floor.

Glides: Each leg shall be fitted with a 1 3/16" diameter rubber cushioned leveling glide with a 15/16" stem.

The table shall be supplied with an electrical system with 16 outlets (8 duplex outlets).

Price per each: $ 5,868.02 **Extended Price: $** 5,868.02

Item No.	**Quantity**
C-15	1

General Description

Self-check table, second floor, 12' X 36" X 29" high

(Worden Academy series or equivalent)

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

Detailed Specifications

Same construction as C-14 above, except table will include two intermediate panels and three shelves below the worksurface. The table shall be supplied with an electrical system with 12 outlets (6 duplex outlets).

Price per each: $ 5298.26 **Extended Price: $** 5,298.26

Item No.	**Quantity**
C-16	1

Laminate: Nevamar, Charcoal Matrix Textured, MR6002T

General Description

Children's self-check table, 4' X 4' X 27" high

(Worden Academy series or equivalent)

Initials of Bidder: [signature]

Detailed Specifications

Same construction as C-14 above, except table will have no intermediate panels and one shelf below the worksurface. No electrical system or wire management required. The table is intended to hold one self-check station for children's use.

Price per each: $ 1,326.16 **Extended Price: $** 1,326.16

Item No.	Quantity
C-17	1 (See sketch provided with the bid document.)

General Description

Circulation Desk

Finishes: see below.

Detailed Specifications

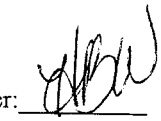
The desk shall be faced on all exposed surfaces with select grade "A" matched oak veneers. All desk modules shall be flush front design. The exterior face shall be matched for color and grain, and sequence matched (slip matched or book matched) across the complete assembly. Bottom edge of the panels at the toekick shall be banded with 1/8" solid oak.

The desk shall be supplied with a ¾" thick granite slab top specified as "Black Galaxy." Pricing for the granite can be obtained from a local stone company:

Stone Marketing International, Inc.
2095 Afton
Houston, TX 77055
Phone: 713-956-1616 or 800-245-9556
Fax: 713-956-4808

Price the desk with a recessed 6" high toekick on the public side of the desk that is faced with granite to match the top of the desk. All units on the working side of the desk shall have a closed base painted black except for kneespace units.

The vendor awarded this section shall be responsible for furnishing, delivering, and installing all parts of the circulation desk, including the interior modules, any sub-top or shell needed, the granite top and base, the painted toekick, and two veneered end panels.

Initials of Bidder: 

The desk front shall be finished with book matched or slip matched oak veneer panels. The overall depth of the desk including the granite top shall be a maximum of 36". The desk shall be designed to allow a minimum of 28" of clear space from the staff side edge of the top to the edge of the grommets for power and data cords. (The overall depth of the desk may be reduced during the shop-drawing phase.)

Provide a maximum of two grommets per module, except for the corner modules, for a maximum total of 18 grommets. Grommets will be field-cut. The grommets shall be large enough to allow 3" of clear space for dropping cords and cables.

The desk shall be supplied with an electrical system as described in the general specifications for electrical systems. The electrical system shall provide a maximum of 36 outlets to the desk (18 duplex outlets or equivalent).

In designing the cabinet units, note that the overall height of the desk, with the granite top, shall be 39"or 32". All exposed edges of the granite shall be polished. The front edge of the granite shall extend 1" over the front of the desk. The granite shall have a bullnose edge.

All edges on the working side of the desk, except the top, shall be banded with 3/8" solid oak.

The desk shall include the following modules numbered from right to the left on the working side of the desk, as well as two end panels. (Note: basic modules are similar to those at Cinco Ranch Branch, Fort Bend County Libraries, Texas)

End panels shall be 1 3/16" thick, three-ply particleboard construction with select Grade "A" oak veneer on exposed surfaces. All four edges will be banded with 3/8" solid oak.

End panel.

Module 1: 36" wide X 36" deep X 39" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

Module 2: 36" wide X 36" deep X 39" high. Curved, closed corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 3: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 4: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on the working side.

Initials of Bidder: _____

Module 5: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 6: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 7: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 8: 36" wide X 36" deep X 39" high. Kneespace unit. No fixed base on working side.

Module 9: 36" wide X 36" deep X 39" high. Storage unit. Supply with one row of slots at the top of the unit. Provide slots approximately 4" high. Provide two slots 6" wide X 9" deep; two slots 4" wide X 12" deep; and one slot 9" wide X 12" deep. Provide retaining strips at the back of the slots to prevent materials from slipping to the back. Below the slots, provide two box drawers side-by-side. Below the drawers, provide one adjustable full-depth shelf and one fixed, closed base shelf.

Module 10: 36" wide X 36" deep X 39" high. Closed curved corner unit. Supply open access panel through both sides of the corner unit to allow for maneuvering data cables through the corner unit. (Do not place flex tube for holding cables in the corner. The tubing makes it difficult for tech staff to access the cabling.)

Module 11: 36" wide X 36" deep X 32" high. Power entry unit. No closed based on the working side. Unit shall provide locked plenum for access to power and data. Power entry from the floor.

End panel

Price per each: $ 36,460.13 **Extended Price: $** 36,460.13

Item No.	**Quantity**
C - 18	2

General Description

Custom closed cabinets to match circulation desk, 2 units, each 10' long X 24" deep X 39" high. Cabinets and top faced with veneer to match circulation desk. Cabinets shall have adjustable shelves on the interior. Hardware to be selected. (Worden Academy series or equivalent)

Initials of Bidder: JBW

Price per each: $2,487.79 **Extended Price:** $4,975.58

Grand Total for all items in Section 3: $191,479.96

15.0 SECTION 4: CUSTOM WOOD TOPS AND END PANELS FOR STEEL SHELVING (End panels not shown on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer. Fabrication and installation of custom wood tops and end panels shall be coordinated with the shelving vendor.

Item No.	Quantity
EP-1	1 lot as follows.

Quantity	Nominal Size
48	90" X 24" double-faced (for shelving S-1)
16	90" X 20" double-faced (for shelving S-2)
28	66" X 20" double-faced (for shelving S-3 and S-16)
6	42" X 24" double-faced (for shelving S-4)
4	90" X 12" single-faced (for shelving S-5)
8	42" X 12" single-faced (for shelving S-6 and S-15)
6	66" X 24" double-faced (for shelving S-9 and S-10)
2	42" X 10" single-faced (for shelving S- 11)
4	78" X 20" double-faced (for shelving S-13)
2	66" X 12" single-faced (for shelving S- 14)
2	78" X 24" double-faced (for shelving S-12)

Detailed Specifications

End panels shall be 1 3/16" thick three-ply particleboard construction with select grade "A" oak veneer face and select grade "B" oak veneer on the back. Front face veneer shall be book matched or slip matched and balanced. The vertical edges shall be banded with 1/8" solid oak. The top and bottom edges shall be banded with 1 3/16" thick X 2 ½" wide solid oak, blind tenoned, splined or doweled to the panel. Top and bottom bands shall lap vertical bands. All edges and corners shall be radiused 1/16". It shall be the responsibility of the successful vendor to coordinate with the shelving vendor to insure proper fit of the end panels.

Price for lot: $29,682.21

Initials of Bidder: JBW

Item No.	Quantity
Top	1 lot in the following sizes.

Quantity	Nominal Size
3	24" wide X 18' long (For double-faced picture book shelving by little kids seating area: top in Nevamar, Celestial Textured, SV0001; middle top in Nevamar, Green Tea Textured, SG0002; top by juvenile seating in Nevamar, Celestial Textured, SV0001)
2	12" wide X 27' long (For single-faced picture book shelving both tops in CelestialTextured, SV0001)
1	12" wide X 12' long (Shelves behind children's reference desk, top in Green Tea Textured, SG0002)

General Description

Custom tops for 42"-high steel shelving

Detailed Specifications

Tops shall be constructed of 1 ¼", three-ply particleboard with .050" high pressure laminate face and .028" backer on the underside. The exposed edges shall be banded with 5/8" thick solid oak, tenoned and splined flush to the laminate. No reveals or vein lines permitted. All edges shall be slightly radiused on the top and bottom.

The underside of the tops shall have a 1" thick black hardwood blocking at all canopy bracket locations. Blocking will be glued and pinned in place. Tops shall be secured to steel shelving by means of screws.

Price for lot: $ 3,582.44

Grand Total for all items in Section 4: $ 33,264.65

16.0 SECTION 5: ADULT READING CHAIRS (Indicated by CA- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
CA-1	111

General Description

Adult reading chair, no arms, all wood.

Initials of Bidder: _____

(Worden Academy chair, Buckstaff Tribune chair, or equivalent. Chairs bid as equivalent must be performance tested and type of performance testing done must be included with the bid.)

Detailed Specifications

Specifications for Worden Academy Chair

Armless, oak, 18 3/8" wide X 22 3/8" deep X 33" high. Seat 16 ¾" deep X 18" high

Front legs: the front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Back legs: the back legs shall be solid oak, 1-1/4" x 1-5/8", profiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs.

Front apron: the apron shall be solid oak, 1" x 1-3/4", double doweled and glued flush to the outside face of the front legs and reinforced with corner blocks. The apron shall be drilled and counter-bored for three (3) #10 - 1-3/4 screws for seat attachment.

Back apron: The apron shall be solid oak, 7/8" x 3-1/4", profiled and doweled and glued to the back legs.

Side rail: The side rail shall be solid oak, 1" x 1-5/8", double doweled and glued flush to the front and back legs. The side rail shall be drilled and counter-bored for two (2) #10 - 1-3/4 screws for seat attachment.

Stretcher assembly: the assembly shall be solid oak, consisting of two side stretchers, 1-1/4" x 1" doweled or tenoned into front and back legs and three (3) cross stretchers, 1-1/8" x 1", spaced 3-7/8" apart and doweled or tenoned into side stretchers. The header shall be located 9" above and floor and shall be canted 4° toward the rear. The header and stretchers shall be set flush with adjoining members.

Back assembly: the assembly shall consist of top rail and eight slats of solid oak. The top rail shall be 7/8" x 4-1/4", profiled to the desired shape and triple doweled and glued to the back legs. The top edge of the back shall have 1/2" wide rail conforming to back profile and set flush with the back side of back legs. The top rail shall have a 1/16" x 1/16" vein line machined on the inside face and the top at the leg post joint. The slats shall each be 1-1/8" x 5/8" profiled and tenoned flush to the inside face of the top rail and back apron. The cord line of the back pitch shall be 106° and the included angle with the seat 102°.

Wood seat: The seat shall be solid oak, 1-3/16" thick, machined to the profile and sight line extensions of adjoining parts and saddled 13/16" deep. The bottom perimeter and back edge of the seat shall have a 1/8" x 1/8" vein line. Seat shall be attached by means of #10 x 1-3/4 wood screws, counter-bored in the apron and side rails.

Initials of Bidder: _____

GLIDES: All chairs shall have 3/4" plastic nail glides.

Performance tested as per *Library Technology Reports*, March-April 1995, "Library Chairs, An Overview of the LTR Tests Methods with Test Reports on 30 Chairs."

Specifications for Buckstaff Tribune chair

Armless, all wood, seat width 19 ½", seat depth 17 ½", seat height 18", overall width 19 ½", overall height 34 ½", overall depth 22". Constructed in solid oak.

Backposts shall be shaped from 1 7/16" thick two-ply laminated panels of solid oak stock. They shall taper from a 1 5/8" dimension near the back rail to 1 3/8" at the top and 1 5/16" at the bottom. The back post shall be designed to provide a 100 degree seating angle.

Front rail shall be constructed from 3/4" thick X 1 7/8" wide solid stock and shall be secured to the front leg with double dowels and glue.

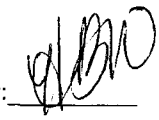
Side rails shall be constructed from 3/4" X 2" wide solid stock. They shall be secured to each back post with a dowel and glue and shall be reinforced with a 1/4"-20 X 4 1/4" machine screw which shall pass through the back post and thread into a steel insert embedded in the side rail. The side rails shall be doweled and glued to the front legs. The front, back, and side rails shall form the seat frame with the front corners being reinforced with a wood corner block. Each corner block shall be secured to the frame with two #12 X 1" wood screws and a #12 X 3" wood screw into the front legs.

Back rail shall be bent laminated veneer construction 1 1/8" thick X 3 3/4" wide, secured to the back post with double dowels, pinned and glued. The back rail to back post connection shall be further reinforced by means of two #12 X 3" wood screws which shall pass through the back rail at an angle and into the back posts.

Top back rail shall be bent laminated veneer construction 1 1/8" thick X 4" wide, secured to the back post with double dowels, pinned and glued. The top of the rail shall be shaped to a 37 7/8" radius. The top shall also be parallel to the ground.

Back upright slats shall be made from 3/4" thick solid stock. The slats shall be shaped to provide lumbar support. Six back upright slats shall be used and secured to the top back rail by means of glued ½" diameter chucks and secured to the back rail by means of glued and pinned ½" diameter chucks.

Front legs shall be constructed of 1 3/4" square solid stock. The two outside surfaces shall taper to form a 1 1/4" square at the bottom of the leg. The legs shall be secured to the front and side rails as stated above. The outside corner of each leg shall receive a 3/8" radius.

Initials of Bidder: 

Side stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. The side stretchers shall be secured to the front leg and back post with 5/8" diameter chucks, pinned and glued.

Center stretchers shall be 3/4" thick X 1 3/16" wide solid stock and each corner shall receive a 1/8" X 45 degree chamfer. Two center stretchers shall be used and shall be secured to the side stretchers by means of 5/8" diameter chucks, pinned and glued.

Wood seats shall be constructed of edge-glued pieces of solid stock, 1 1/8" thick X not more than 3" wide. The seat shall receive a saddle scoop. The seat shall be secured to the frame with two 2 ½" #12 wood screws with 1/4" washers which pass through a corner block bored oversized to allow the seat panel to move as it shrinks or swells with moisture change. The back of the seat panel shall be shaped to match the contour of the back rail. The seat shall fit into a rout machined into the back rail and back posts. The top exposed edges of the seat shall receive a 3/16" radius. The back of the seat panel shall also be secured to the back rail by means of 2 steel "L" brackets and 5/8" #10 sheet metal screws.

Trim shall consist of 7/8" diameter plastic glides.

Price per each: $ 154.03

Grand Total for all items in Section 5: $ 17,097.33

17.0 SECTION 6: CHILDREN'S READING CHAIRS AND STOOLS (Indicated by K- on plan)

All wood furnishings and wood trim shall be natural oak with clear sealer.

Item No.	Quantity
K-1	8

General Description

Children's reading chairs, slat back, all wood, similar style to adult reading chairs (CA-1).

(Worden Rhodes series or equivalent)

Detailed Specifications

The front legs shall be solid oak, 1-1/4" x 1-5/8", set 90° in both directions to the floor and double doweled and glued flush to side rail and front apron rail, and reinforced with corner blocks screwed into rails and legs.

Initials of Bidder: [signature]

The back legs shall be solid oak, 1-1/4" x 1-7/8", steam bent and xprofiled to the desired curved shape. Back legs shall be double doweled and glued to side rail and back apron and reinforced with corner blocks screwed into rails and legs. The legs shall be further reinforced by a screw counter-bored into the outside face of the leg and covered with flush oak grain plug.

The front apron shall be solid oak, 1" x 1 11/16", doweled and glued flush to the front legs and reinforced with corner blocks. The apron shall recessed from the outside face of the legs. The apron rail shall be drilled and counter-bored for #10 screws for seat attachment. Bottom edges shall be eased to eliminate sharp corners.

The back apron shall be solid oak, 1" X 3 7/16", steam bent and profiled and doweled and glued to the back legs and reinforced with corner with corner blocks.

The side rail shall be solid oak, 1" x 1 11/16", double doweled and glued flush to the front and back legs. The rail shall be canted 4 degrees to the rear. The side shall be counter-bored for two (2) #10 - 1-3/4 screws for seat attachment. Hole clearance shall be elongated to allow seat expansion and contraction. Bottom edges shall be eased to eliminate sharp corners.

The stretcher assembly shall be solid oak, consisting of two side headers, 1" x 1" tenoned into front and back legs with an integral chuck and two cross stretchers, 3/4" x 1", tenoned to the side stretchers with integral chucks. The chucks shall be pinned from the underside. The side headers shall be located 9" above the floor and shall be canted 4^{o} toward the rear. The cross stretchers shall be centered so that the stretcher does not interfere with legroom. The header and stretchers shall be recessed from adjoining members.

The back assembly shall consist of top rail and seven slats of solid oak. The top rail shall be 1" x 3-1/4", profiled to the desired shape and doweled and glued flush to the inside of the back legs. The slats shall each be 1 1/16" x 11/16" steam bent and tenoned to the top rail and back apron. The slats shall be recessed from the inside face of the top rail and back apron. The cord line of the back pitch shall be 106^{o} and the included angle with the seat 102^{o}.

The seat shall be solid oak produced from 5/4 stock and saddled to a desired contour. The saddle shall be ½" deep extending to no greater than 1" from the back edge, The seat shall overhang the front and side aprons and shall be gained into the back apron. The front edge of the seat shall have a ¼" radiused waterfall comfort edge. The seat shall be attached by means of #10 wood screws screwed from the underside of the front and side aprons.

All chairs shall have resilient cushioned nickel plated steel nail glides.

Price per each: $ 145.51 **Extended Price: $** 1,164.08

Item No.	**Quantity**	
K-2	20	(4 not shown on plan)

Initials of Bidder: _____

General Description

Children's stools, all wood, 17" wide X 16" deep X 16" high, sled base

(Community Class Act, Model No. X17A or equivalent)

Detailed Specification

All joints shall be connected with two hardwood spiral grooved dowels and glue. Front post, back post, and sled runners shall be made from 1¼" lumber. All rails and stretchers shall be made from 1" lumber. The rails shall be secured by a corner block, glue, and screws at each joint. A #12 x 3" steel machine screw shall be used for further strength and durability. The solid wood seats shall be connected together with high-grade glue and shall double-saddled and rounded.

Price per each: $ 138.30 **Extended Price: $** 2,766.00

Grand Total for all items in Section 6: $ 3,930.08

18.0 RECAP OF PRICING:

Total for Section 1: $ 191,004.86

Total for Section 2: $ 74,861.58

Total for Section 3: $ 191,479.96

Total for Section 4: $ 33,264.65

Total for Section 5: $ 17,097.33

Total for Section 6: $ 3,930.08

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: _____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~3rd~~ 24th day of ~~February~~ March, 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 A. Bargas & Associates LLC (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Furnishings for Sienna Library** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Hollie Bargas Wright
Signature of Contractor

By: Hollie Bargas Wright / Vice President
Printed Name and Title

09-039

A. Bargas & Associates LLC

"Furnishing the Future"

Wednesday, February 04, 2009

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

Sub: Bid 09-039 – Furnishings for Sienna Branch Library
Ref: Brand Clarification

Dear Purchasing Department,

Please note the following regarding the above bid:

Section 1	Brand bid is Borroughs Corporation as approved 12.1
Sections 2-6	Brodart Contract Library furniture bid per specification Wood color natural oak with sealer Laminates as specified Carver chair bid for adult chairs CA-1 and children's chairs K-1 Community Class Act Stools bid as specified on K-2

Enclosed:

(1) Original copy of bid
(1) Insurance requirement documents
(1) References

Sincerely,

Hollie Bargas Wright
Vice President
A. Bargas & Associates LLC

P.O.Box 792056 San Antonio, Texas 78279-2056 210-344-2821 Fax: 210-341-0033 Toll Free: 800-344-2821
www.abargasco.com

A. Bargas & Associates LLC

"Furnishing the Future"

A. Bargas & Associates LLC
References

Joeris General Contractors
Contact: Helen Keaton (Project Manager)
Tel: 210-494-1638
Provided Library Furniture for Sky Harbour Elementary

Fort Bend County Libraries
Contact: Carol Brown (Library Director)
Clara Russell
Tel: 281-341-2653
Provided library furniture for Cinco Ranch Branch library

Texas State Technical College
Contact: Pat Hobbs
Tel: 956-364-4600
Provided furniture for many areas of the school to include library, computer labs and offices

La Marr Womack & Associates Architects
Contact: La Marr Womack or Albert Soto
Tel: 361-884-7442
Provided both library furnishings and laboratory casework for various school projects since 1998

Levelland ISD
Contact: Mr. Kelly Baggett
Tel: 806-894-9628
Provided Laboratory Casework at Levelland Junior High School
Provided Library Furniture at Junior High School and ABC Primary School

Alice ISD
Contact: Henry Herrera (Superintendent)
Tel: 361-664-0981
Provided classroom and library furniture for three elementary schools

La Joya ISD
Contact: Perri Anne Huntley (Media Services Director)
Tel: 956-323-2504
Provided library furniture for multiple campuses since 1998

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DV BARGA01

DATE (MM/DD/YYYY) 01/21/09

PRODUCER
GRONA BOLES & MARTIN INSURANCE
800 Isom Road, Suite 100
P. O. Box 790828
San Antonio TX 78279-0828
Phone: 210-366-5094 Fax: 210-366-9549

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.

INSURED

A. Bargas & Associates, LLC
P.O. Box 792056
San Antonio TX 78279-2056

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Companies	
INSURER B:	
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	PACP0775M647	02/13/08	02/13/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA0776M263	02/13/08	02/13/09	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $10,000	CUP8944Y177	02/13/08	02/13/09	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

CERTIFICATE HOLDER

FORTB04

Fort Bend County
4520 Reading Rd., Suite A
Rosenberg TX 77471

CANCELLATION

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 198

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).

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DISCLAIMER

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DV BARGA01

DATE (MM/DD/YYYY) 01/21/09

PRODUCER
GRONA BOLES & MARTIN INSURANCE
800 Isom Road, Suite 100
P. O. Box 790828
San Antonio TX 78279-0828
Phone: 210-366-5094 Fax: 210-366-9549

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INSURED

A. Bargas & Associates, LLC
P.O. Box 792056
San Antonio TX 78279-2056

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WECGF4158	10/30/08	02/13/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

FORTB04

Fort Bend County
4520 Reading Rd., Suite A
Rosenberg TX 77471

CANCELLATION

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AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 198

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OP ID DV BARGA01

DATE (MM/DD/YYYY) 01/21/09

PRODUCER
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800 Isom Road, Suite 100
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A. Bargas & Associates, LLC
P.O. Box 792056
San Antonio TX 78279-2056

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Companies	
INSURER B: Hartford Insurance Co.	
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INSURER D:	
INSURER E:	

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A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	PACP0775M647	02/13/09	02/13/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA0776M263	02/13/09	02/13/10	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $10,000	CUP8944Y177	02/13/09	02/13/10	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECGF4158	02/13/09	02/13/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

FORTB04

Fort Bend County
4520 Reading Rd., Suite A
Rosenberg TX 77471

CANCELLATION

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AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 198

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Fort Bend County Tabulation
Bid 09-054
Term Contract for Purchase of General Motor Repair Parts

Term: April 1, 2009 through March 31, 2010

Recommendation: Finnegan Auto

Company	Lawson No.	Percentage Off List
Finnegan Auto-Rosenberg	7413	32%

23B2

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/24/09. Thank you.**

DATE: **March 24, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

COUNTY JUDGE
RECEIVED
MAR 26 2009

3/24/09
AGENDA ITEM
23 B
1) 09-039
2) 09-054
3) 09-055
4) 09-060

3-31-09 origs. ret. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of General Motors Repair Parts for Fort Bend County BID 09-054

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, March 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-054
General Motors Repair Parts

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: 02/11/09
Issued: 02/18/09

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Purchase of New General Motors Repair Parts
BID 09-054

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.

FINNEGAN AUTO L.P.
Legal Name of Contracting Company

GARY FINNEGAN
Contact Person

26529 S.W. FRWY ROSENBERG, TX 77471
Complete Mailing Address

281-342-4200
Telephone Number

Facsimile Number

gfinnegan@finnegan auto.com
Email Address

Gary Finnegan 3-4-09
Signature

Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Finnegan Auto LP

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
26529 Southwest Freeway

Requester's name and address (optional)

City, state, and ZIP code
Rosenberg Tx 77471

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/19/09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Vendor Information

FINNEGAN AUTO L.P.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-342-4200
Telephone Number Facsimile Number

26539 S.W. FRWY ROSENBERG, TX 77471
Complete Mailing Address (for Correspondence)

ROSENBERG, TX 77471
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Doug Finnegan
Authorized Representative and Title (printed)

dfinnegan@finnegan auto. com
Authorized Representative's Email Address

Doug Finnegan
Signature of Authorized Representative

AS PER ORIGINAL

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 that 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.

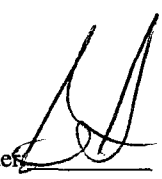
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

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.

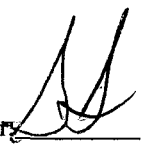
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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 contract with one (1) supplier to provide new, unused General Motors repair parts as specified herein.

Initials of Bidder: 

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 the 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. REQUIREMENTS:

6.1 Bid must be expressed in percent off list price, correct to three decimal places. List price shall be that price posted in the General Motors parts list.

6.2 Bidder agrees to furnish automatically and without charge copies of the latest General Motors parts list (1 CD Rom and 1 hard copy) to the following Fort Bend County Departments: Drainage District, Purchasing, Road and Bridge and Vehicle Maintenance.

6.3 This bid covers every repair part in the General Motors parts list except body repair parts.

6.4 Back orders must be established for any item "out of stock". Back orders will be limited to one (1) working day.

6.5 Bidder must provide, without charge, same day delivery, unless bidding will call orders only.

6.6 Bidder must accept unused returned items without accessing restocking charge.

6.7 All deliveries must be made and completed between the hours of 8:00 AM and 4:00 PM. Deliveries made after 4:00 PM will not be accepted. Road and Bridge hours are 8:00 AM until 3:30 PM.

6.8 In those extremely rare cases where a department needs a particular repair part immediately, Fort Bend County reserves the right to purchase that item on the open market without endangering this contract.

Initials of Bidder: 

7.0 POINT OF CONTACT:

Point of contact for this contract is Ms Debbie Kaminski, Assistant County Purchasing Agent, (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

8.0 BID PRICE:

Bid price for General Motors repair parts, delivered to Fort Bend County:

32 % off of list

Initials of Bidder: _____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of MARCH, 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 FINNEGAN AUTO (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **General Motors Repair Parts** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Gary Finnegan
Signature of Contractor

By: GARY FINNEGAN VP
Printed Name and Title

09.054

23 B 3

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

March 16, 2009

Mrs. Debbie Kaminski, CPPB
Assistant Purchasing Agent
Fort Bend County
4520 Reading Rd., Suite A
Rosenberg, Texas 77471

RE: Engineer's Recommendation for Award of Construction Contract for West Bellfort Paving and Drainage Improvements from Martinez Street to Farm Market No. 1464, Fort Bend County, Texas.

Dear Mrs. Kaminski:

Construction bids were received and opened at 1:30 p.m. on Thursday, March 12, 2009 for the above referenced project. A total of fourteen (14) construction bids were received, opened and read aloud.

Enclosed for your review and file are copies of a summary and tabulation of the construction bids received. A summary of the total bid amount and the number of working days for the project are as follows:

Contractor	Total Amount Base Bid	No. Working Days
Durwood Greene Construction	$ 4,293,222.30	195
Triple B Services	$ 4,297,090.50	210
Pace Services	$ 4,397,980.30	225
AllGood Construction	$ 4,604,943.51	300
SER Construction	$ 4,669,617.50	150
TJ&T Enterprises	$ 4,707,309.00	250
Beyer Construction	$ 4,768,900.07	275
Angel Brothers	$ 4,798,464.40	270
South Coast	$ 5,044,696.00	365
Hurtado Construction	$ 5,163,398.30	240
Conrad Construction	$ 5,266,066.25	320
Metro City Construction	$ 5,711,368.35	365
C.E. Barker	$ 6,340,116.20	470
Total Contracting	$ 6,422,046.00	400

The bids were checked for the completeness and mathematical errors. There were minor errors in the Beyer Construction and Metro City Construction bids, but the errors did not change the status of the low bidder.

We recommend that Fort Bend County award the construction contract to Durwood Greene Construction Company. If you have any questions, please contact me.

Sincerely,

KELLY R. KALUZA & ASSOCIATES, INC.

Richard Stolleis, P.E.
Project Engineer

RWS/cmc

Enclosures

cc: D. Jesse Hegemeir, P.E., County Engineer

WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS
FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

BID DATE: THURSDAY, MARCH 12, 2009 - 1:30 P.M.

	CONTRACTOR	DRAINAGE	PAVING & MISCELLANEOUS	WATER	TOTAL	WORKING DAYS
1	DURWOOD GREENE	$1,216,635.50	$2,986,472.00	$90,114.80	**$4,293,222.30**	195
2	TRIPLE B SERVICES	$1,461,094.00	$2,733,050.50	$102,946.00	**$4,297,090.50**	210
3	PACE SERVICES	$1,189,963.50	$3,128,776.00	$79,240.80	**$4,397,980.30**	225
4	ALLGOOD	$1,188,603.59	$3,309,120.60	$107,219.32	**$4,604,943.51**	300
5	SER CONSTRUCTION	$1,284,370.50	$3,300,729.00	$84,518.00	**$4,669,617.50**	150
6	TJ&T	$1,340,681.00	$3,199,630.00	$166,998.00	**$4,707,309.00**	250
7	BEYER	$1,400,321.05	$3,267,354.75	$101,224.27	**$4,768,900.07**	275
8	ANGEL BROTHERS	$1,318,792.25	$3,383,081.00	$96,591.15	**$4,798,464.40**	270
9	SOUTH COAST	$1,595,230.00	$3,239,375.00	$210,091.00	**$5,044,696.00**	365
10	HURTADO	$1,146,059.50	$3,932,202.00	$85,136.80	**$5,163,398.30**	240
11	CONRAD	$1,485,967.10	$3,634,776.50	$145,322.65	**$5,266,066.25**	320
12	METRO CITY	$1,587,360.30	$4,015,788.30	$108,219.75	**$5,711,368.35**	365
13	C.E.BARKER	$1,534,005.21	$4,675,452.03	$130,658.96	**$6,340,116.20**	470
14	TOTAL CONTRACTING	$2,039,605.00	$4,235,790.00	$146,651.00	**$6,422,046.00**	400
	AVERAGE AMOUNT BID				$5,034,658.48	

23B3

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/24/09. Thank you.**

DATE: **March 24, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

COUNTY JUDGE
RECEIVED
MAR 26 2009

3/24/09
AGENDA ITEM
23 B
1) 09-039
2) 09-054
3) 09-055
4) 09-060

3-31-09 origs. ret. to Cheryl at Purchasing

Bid 09-055

Vendor Information

Durwood Greene Construction Co.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-499-1551 — Telephone Number
281-499-1525 — Facsimile Number

P.O. Box 1338
Complete Mailing Address (for Correspondence)

Stafford, Texas 77497-1338
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Jerry L. Berry Vice President
Authorized Representative and Title (printed)

jberry@durwoodgreene.com
Authorized Representative's Email Address

Jerry L. Berry
Signature of Authorized Representative

Durwood Greene Construction Co.

References

West Bellfort Paving and Drainage Improvements from Martinez Street Street to FM 1464 for Fort Bend County
Fort Bend County Bid No. 09-055

No.	Contact	Owner	Engineer / Architect	Project	Contract Amount	Phone Number
1	Mr. Siab Y. Saour, P.E.	Fort Bend M.U.D. No. 133	Benchmark Engineering Corp.	Bellaire Blvd. Extension	$3,629,765.50	(713) 266-9930
2	Mr. Siab Y. Saour, P.E.	L. O. B. Limited Partnership	Benchmark Engineering Corp.	Lakes of Bella Terra Sec 1 through 8	$6,306,928.40	(713) 266-9930
3	Mr. James Hunt, P.E.	TXDOT	Brown & Gay	West Airport Blvd -TxDOT Project No. STP 96 (69) MM	$3,560,000.00	(281) 238-7900
4	Mr. James Hunt, P.E.	TXDOT	Brown & Gay	Dairy Ashford Blvd - TxDOT Project No. DB 96 (70)	$8,540,000.00	(281) 238-7900
5	Mr. Bill Babbington, P.E.	TXDOT	TXDOT	Galveston Co. - SH 87	$7,353,353.00	(409) 978-2500
6	Mr. Greg Coleman, P.E.	Beazer HomesTexas, L.P.	Dannenbaum Engineering Corp.	Hiram Clarke Road & Summerlyn Dr & Section 1	$1,198,155.60	(713) 849-5017
7	Mr. Robert Moorman	Ashton Woods / Aurous Properties	Pate Engineers, Inc.	Southern Trails Sec 6, 7 & 8	$1,706,240.70	(281) 847-9400
8	Mr. Charles Kalkomey, P.E.	City of Rosenberg	Pledger- Kalkomey	Reading Road Extension	$1,969,371.75	(281) 342-2033
9	Mr. G. Michael Fitzgerald, P.E.	The County of Galveston	Dannenbaum Engineering Corp.	Stewart Road, Jones Road & 81st St. Reconstruction, etc.	$3,154,944.57	(409) 770-5554
10	Mr. William Frey	Frey Development Companies	Costello, Inc.	Salt Grass Crossing Section 1	$1,719,033.45	(281) 531-8000
11	Mr. Joe C. Keene	City of Bellaire	Claunch & Miller	Bellaire Millennium Renewal Phase Six Contract Two	$4,157,110.00	(713) 662-8222
12	Mr. Travis Stone	Newland Communities	Brown & Gay / LJA Engineering& Surveying	Telfair Subdivision Sections & Blvds	$3,954,200.00	(713) 595-9000
13	Mr. Colin Pier	Trendmaker Homes	Brown & Gay	Cross Creek Ranch Blvd, CC Bend Lane & Creekside Sec 1	$2,038,737.88	(281) 675-5200
14	Mr. Mike Hobbs	City of Sugar Land	Pate Engineers, Inc.	Asphalt Street Rehabilitation	$541,020.00	(281) 275-2450

BID FORM

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

TO: Fort Bend County
Purchasing Department
4520 Reading Road, Suite A
Rosenberg, Texas 77471

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other proposed Contract Documents, and all Addenda thereto, and being acquainted with and fully understanding:

(a) the extent and character of the work covered by this bid;

(b) the location, arrangement, and specified requirements for the proposed work;

(c) the location, character, and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, and other installations, both surface and underground, which may affect or be affected by the proposed work;

(d) the nature and extent of the work to be made, and the type, character and general condition of materials to be excavated;

(e) necessary handling and rehandling of excavated materials, including the construction of fills and embankments;

(f) the location and extent of necessary or probable de-watering requirements;

(g) the difficulties and hazards to the work which might be caused by storm and flood water;

(h) local conditions relative to labor, transportation, hauling and rail delivery facilities;

(i) all other factors and conditions affecting or which may be affected by the work.

WE HEREBY PROPOSE to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to therein (as altered, amended, or modified by all addenda thereto) for and in consideration of the following prices:

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
I. BASE BID - DRAINAGE				
1. 7' X 4' PRECAST REINFORCED CONCRETE BOX STORM SEWER, ASTM C-850, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Two-Hundred-Fifty DOLLARS & No CENTS	50	L.F.	$ 250.00	$ 12,500.00
2. 7' X 4' PRECAST REINFORCED CONCRETE BOX STORM SEWER, ASTM C-850, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Two-Hundred-Sixty DOLLARS & No CENTS	74	L.F.	$ 260.00	$ 19,240.00
3. 66" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR One-Hundred-Forty-Five DOLLARS & No CENTS	57	L.F.	$ 145.00	$ 8,265.00
4. 54" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR One-Hundred DOLLARS & No CENTS	1,072	L.F.	$ 100.00	$ 107,200.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
5. 48" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Eighty-Five DOLLARS & No CENTS	1,246	L.F.	$ 85.00	$ 105910.00
6. 48" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR One-Hundred-Thirty DOLLARS & No CENTS	76	L.F.	$ 130.00	$ 9,880.00
7. 42" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Seventy-Five DOLLARS & No CENTS	1,345	L.F.	$ 75.00	$ 100,875.00
8. 42" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III WITH RUBBER GASKET JOINTS, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR One-Hundred DOLLARS & No CENTS	249	L.F.	$ 100.00	$ 24,900.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
9.	36" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Sixty DOLLARS & No CENTS	1,522	L.F.	$ 60.00	$ 91,320.00
10.	36" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Sixty-Seven DOLLARS & No CENTS	200	L.F.	$ 67.00	$ 13,400.00
11.	30" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Forty-Four DOLLARS & No CENTS	1,074	L.F.	$ 44.00	$ 47,256.00
12.	30" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Sixty-Four DOLLARS & No CENTS	146	L.F.	$ 64.00	$ 9,344.00
13.	30" ASPHALT COATED CORRUGATED GALVANIZED METAL PIPE, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Fifty-Five DOLLARS & No CENTS	44	L.F.	$ 55.00	$ 2,420.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
14.	24" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Thirty-Five DOLLARS & No CENTS	3,154	L.F.	$ 35.00	$ 110,390.00
15.	24" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Fifty DOLLARS & No CENTS	1,510	L.F.	$ 50.00	$ 75,500.00
16.	24" ASPHALT COATED CORRUGATED GALVANIZED METAL PIPE, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Forty-Four DOLLARS & No CENTS	96	L.F.	$ 44.00	$ 4,224.00
17.	18" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, STANDARD BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Thirty-One DOLLARS & No CENTS	126	L.F.	$ 31.00	$ 3,906.00
18.	18" REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, CEMENT STABILIZED SAND BEDDING AND BACKFILL. COMPLETE AND IN PLACE FOR Thirty-Five DOLLARS & No CENTS	114	L.F.	$ 35.00	$ 3,990.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
19.	18" REINFORCED 6 TO 1 SLOPE CONCRETE PIPE SAFETY END TREATMENT. COMPLETE AND IN PLACE FOR Twelve-Hundred DOLLARS & No CENTS	2	EACH	$ 1,200.00	$ 2,400.00
20.	TRENCH SAFETY FOR STORM SEWER EXCAVATION IN ACCORDANCE WITH O.S.H.A. STANDARDS AT ALL REQUIRED LOCATIONS. COMPLETE AND IN PLACE FOR No DOLLARS & Ten CENTS	12,155	L.F.	$ .10	$ 1,215.50
21.	TYPE "C" STORM SEWER MANHOLE. COMPLETE AND IN PLACE FOR Fifteen-Hundred DOLLARS & No CENTS	12	EACH	$ 1,500.00	$ 18,000.00
22.	TYPE "C" STORM SEWER MANHOLE WITH TYPE "E" INLET TOP. COMPLETE AND IN PLACE FOR Sixteen-Hundred DOLLARS & No CENTS	1	EACH	$ 1,600.00	$ 1,600.00
23.	STORM SEWER JUNCTION BOX WITH TYPE "A" INLET TOP. COMPLETE AND IN PLACE FOR Twenty-Two-Hundred DOLLARS & No CENTS	13	EACH	$ 2,200.00	$ 28,600.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
24.	TYPE "A" INLET. COMPLETE AND IN PLACE FOR Twenty-Three-Hundred DOLLARS & No CENTS	29	EACH	$ 2,300.00	$ 66,700.00
25.	TYPE "E" INLET. COMPLETE AND IN PLACE FOR Two-Thousand DOLLARS & No CENTS	28	EACH	$ 2,000.00	$ 56,000.00
26.	TYPE "H-2" INLET. COMPLETE AND IN PLACE FOR Twelve-Hundred DOLLARS & No CENTS	35	EACH	$ 1,200.00	$ 42,000.00
27.	BACKSLOPE INTERCEPTOR STRUCTURE. COMPLETE AND IN PLACE FOR Thirty-Three-Hundred DOLLARS & No CENTS	4	EACH	$ 3,300.00	$ 13,200.00
28.	CONCRETE HEADWALL WITH RESTRICTOR PLATE. COMPLETE AND IN PLACE FOR Nine-Thousand DOLLARS & No CENTS	1	EACH	$ 9,000.00	$ 9,000.00
29.	CONCRETE HEADWALL FOR 7' X 4' REINFORCED CONCRETE BOX. COMPLETE AND IN PLACE FOR Seventeen-Thousand DOLLARS & No CENTS	2	EACH	$ 17,000.00	$ 34,000.00
30.	5" THICK CONCRETE SLOPE PAVEMENT. COMPLETE AND IN PLACE FOR Forty-Five DOLLARS & No CENTS	1,300	SQ.YDS.	$ 45.00	$ 58,500.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
31.	6" THICK CONCRETE PILOT CHANNEL. COMPLETE AND IN PLACE FOR Fifty DOLLARS & No CENTS	650	SQ.YDS.	$ 50.00	$ 32,500.00
32.	ROAD RIGHT-OF-WAY SWALE. COMPLETE AND IN PLACE FOR Three DOLLARS & No CENTS	15,000	L.F.	$ 3.00	$ 45,000.00
33.	DETENTION POND BACKSLOPE SWALE. COMPLETE AND IN PLACE FOR Three DOLLARS & No CENTS	2,300	L.F.	$ 3.00	$ 6,900.00
34.	DETENTION POND EXCAVATION. COMPLETE AND IN PLACE FOR Three DOLLARS & No CENTS	12,500	CU.YDS.	$ 3.00	$ 37,500.00
35.	CLEAN EXISTING DITCH. COMPLETE AND IN PLACE FOR Five DOLLARS & No CENTS	240	L.F.	$ 5.00	$ 1,200.00
36.	CLEAN EXISTING DRIVEWAY CULVERT. COMPLETE AND IN PLACE FOR Five DOLLARS & No CENTS	90	L.F.	$ 5.00	$ 450.00
37.	RESET EXISTING DRIVEWAY CULVERT. COMPLETE AND IN PLACE FOR Seven-Hundred DOLLARS & No CENTS	1	EACH	$ 700.00	$ 700.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
38.	REMOVAL AND DISPOSAL OF EXISTING STORM CULVERT PIPE OFFSITE TO SUITABLE LANDFILL OR APPROVED EQUAL (ALL SIZES). COMPLETE AND IN PLACE FOR Five DOLLARS & No CENTS	1,600	L.F.	$ 5.00	$ 8,000.00
39.	CONNECT NEW 24" REINFORCED CONCRETE PIPE TO EXISTING INLET. COMPLETE AND IN PLACE FOR Four-Hundred DOLLARS & No CENTS	1	EACH	$ 400.00	$ 400.00
40.	12" THICK CLAY LINER IN DETENTION BASIN SIDE SLOPE (IF REQUIRED). COMPLETE AND IN PLACE FOR Seven DOLLARS & Fifty CENTS	300	SQ.YDS.	$ 7.50	$ 2,250.00

I. **TOTAL AMOUNT BASE BID - DRAINAGE =** $ 1,216,635.50

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
II. BASE BID - PAVING AND MISCELLANEOUS CONSTRUCTION				
1. REMOVE EXISTING TREES AND VEGETATION FROM RIGHT-OF-WAY. COMPLETE AND IN PLACE FOR Fifteen-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 15,000.00	$ 15,000.00
2. REMOVE EXISTING FENCE (ALL TYPES). COMPLETE AND IN PLACE FOR One DOLLARS & No CENTS	2,000	L.F.	$ 1.00	$ 2,000.00
3. REMOVE AND DISPOSE OF EXISTING SIGNAGE AND MISCELLANEOUS ITEMS. COMPLETE AND IN PLACE FOR Two-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 2,000.00	$ 2,000.00
4. PROVIDE TEMPORARY LOCATION AND PERMANENTLY RELOCATE EXISTING MAILBOXES. COMPLETE AND IN PLACE FOR One-Hundred-Fifty DOLLARS & No CENTS	23	EACH	$ 150.00	$ 3,450.00
5. REMOVE AND RECONSTRUCT 6" THICK CRUSHED GRANITE TRACK (MATCH EXISTING). COMPLETE AND IN PLACE FOR Forty DOLLARS & No CENTS	130	SQ.YDS.	$ 40.00	$ 5,200.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
6.	INSTALL 6' HIGH CHAINLINK FENCE WITH ONE 6 FOOT WIDE PEDESTRIAN GATE. COMPLETE AND IN PLACE FOR Seventeen DOLLARS & No CENTS	360	L.F.	$ 17.00	$ 6,120.00
7.	SAWCUT EXISTING ASPHALT AND CONCRETE PAVEMENT. COMPLETE AND IN PLACE FOR Eight DOLLARS & No CENTS	1,300	L.F.	$ 8.00	$ 10,400.00
8.	REMOVAL AND DISPOSAL OF EXISTING CONCRETE TO AN APPROVED LANDFILL OR EQUAL. COMPLETE AND IN PLACE FOR Eight DOLLARS & No CENTS	1,000	SQ.YDS.	$ 8.00	$ 8,000.00
9.	MILL AND REMOVE EXISTING ASPHALT PAVEMENT (OLD RICHMOND ROAD). COMPLETE AND IN PLACE FOR Seven DOLLARS & No CENTS	800	SQ.YDS.	$ 7.00	$ 5,600.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
10.	EXCAVATION OF STREET AND DRIVEWAYS INCLUDING ASPHALT AND ROAD BASE MATERIAL, SHAPE AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR COMPACTION TEST, ASTM D-698 TO PROPER CROSS-SECTION AND GRADE, BACKFILL CURB AND GRADE RIGHT-OF-WAY CROSS-SECTION; REMOVE AND DISPOSE OF EXCESS MATERIAL FROM SITE (DOES NOT INCLUDE PIPE EXCAVATION). COMPLETE AND IN PLACE FOR Three DOLLARS & Fifty-Five CENTS	30,300	CU.YDS.	$ 3.55	$ 107,565.00
11.	LIME, HYDRATED, TYPE B, COMMERCIAL SLURRY (7% DRY WEIGHT), DELIVERED TO PROJECT. COMPLETE AND IN PLACE FOR One-Hundred Thirty-Five DOLLARS & No CENTS	1,700	TONS	$ 135.00	$ 229,500.00
12.	PLACEMENT OF LIME, MANIPULATION AND COMPACTION OF LIME STABILIZED SUBGRADE TO A DEPTH OF 8"; COMPACT TO 95% STANDARD PROCTOR DENSITY; ASTM D-698. COMPLETE AND IN PLACE FOR One DOLLARS & TeN CENTS	67,400	SQ.YDS.	$ 1.10	$ 74,140.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
13.	9-1/2" THICK COMPACTED ASPHALTIC BASE (TxDOT ITEM 292, GRADE 1). COMPLETE AND IN PLACE FOR Twenty-Eight DOLLARS & No CENTS	4,530	SQ.YDS.	$ 28.00	$ 126,840.00
14.	3" THICK HOT MIX HOT LAID ASPHALTIC CONCRETE (TxDOT ITEM 340 TYPE "D" SURFACE MIX). COMPLETE AND IN PLACE FOR Ten DOLLARS & No CENTS	5,100	SQ.YDS.	$ 10.00	$ 51,000.00
15.	4-1/2" THICK CONCRETE DRIVEWAY PAVEMENT. COMPLETE AND IN PLACE FOR Thirty DOLLARS & No CENTS	1,900	SQ.YDS.	$ 30.00	$ 57,000.00
16.	6" THICK CONCRETE DRIVEWAY PAVEMENT. COMPLETE AND IN PLACE FOR Thirty-Three DOLLARS & No CENTS	350	SQ.YDS.	$ 33.00	$ 11,550.00
17.	7" THICK CONCRETE DRIVEWAY PAVEMENT. COMPLETE AND IN PLACE FOR Thirty-Five DOLLARS & No CENTS	550	SQ.YDS.	$ 35.00	$ 19,250.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
18.	6" THICK CRUSHED LIMESTONE (OR APPROVED EQUAL) BASE DRIVEWAY; COMPACTED TO 95% STANDARD PROCTOR COMPACTION TEST, ASTM D-698. COMPLETE AND IN PLACE FOR Fifteen DOLLARS & No CENTS	450	SQ.YDS.	$ 15.00	$ 6,750.00
19.	8" THICK CONCRETE PAVEMENT. COMPLETE AND IN PLACE FOR Thirty DOLLARS & Twenty CENTS	54,530	SQ.YDS.	$ 30.20	$ 1,646,806.00
20.	6" CONCRETE CURB. COMPLETE AND IN PLACE FOR Two DOLLARS & Fifteen CENTS	32,400	L.F.	$ 2.15	$ 69,660.00
21.	6" CONCRETE CURB AND GUTTER. COMPLETE AND IN PLACE FOR Seventeen DOLLARS & No CENTS	373	L.F.	$ 17.00	$ 6,341.00
22.	4-1/2" THICK CONCRETE SIDEWALK. COMPLETE AND IN PLACE FOR Thirty DOLLARS & NO CENTS	4,400	SQ.YDS.	$ 30.00	$ 132,000.00
23.	SIDEWALK RAMP. COMPLETE AND IN PLACE FOR Eight-Hundred-Fifty DOLLARS & NO CENTS	67	EACH	$ 850.00	$ 56,950.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
24. FURNISH AND INSTALL PAVEMENT MARKINGS INCLUDING THERMO-PLASTIC STOP BARS, DIRECTIONAL ARROWS, CROSS-WALKS, ETC. (TxDOT STANDARD). COMPLETE AND IN PLACE FOR Twenty-Six-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 26,000.00	$ 26,000.00
25. STOP SIGN. COMPLETE AND IN PLACE FOR Four-Hundred DOLLARS & No CENTS	2	EACH	$ 400.00	$ 800.00
26. COMBINATION STREET AND STOP SIGN. COMPLETE AND IN PLACE FOR Four-Hundred DOLLARS & NO CENTS	10	EACH	$ 400.00	$ 4,000.00
27. MISCELLANEOUS SIGNAGE IN ACCORDANCE WITH THE TEXAS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS." COMPLETE AND IN PLACE FOR Four-Hundred DOLLARS & NO CENTS	17	EACH	$ 400.00	$ 6,800.00
28. TYPE III BARRICADE. COMPLETE AND IN PLACE FOR Seven-Hundred-Fifty DOLLARS & No CENTS	4	EACH	$ 750.00	$ 3,000.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
29.	HYDROMULCH SEEDING OF DISTURBED AREAS AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT. COMPLETE AND IN PLACE FOR No DOLLARS & Thirty CENTS	62,500	SQ.YDS.	$ .30	$ 18,750.00
30.	SOLID SOD BERMUDA GRASS AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT. COMPLETE AND IN PLACE FOR Four DOLLARS & No CENTS	2,600	SQ.YDS.	$ 4.00	$ 10,400.00
31.	FURNISH, INSTALL AND MAINTAIN EROSION AND SEDIMENTATION CONTROL STORM WATER POLLUTION PREVENTION DEVICES UNTIL VEGETATION IS ESTABLISHED. COMPLETE AND IN PLACE FOR Twenty-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 20,000.00	$ 20,000.00
32.	TRAFFIC CONTROL PLAN FOR FARM MARKET 1464 IN ACCORDANCE WITH TxDOT REQUIREMENTS. COMPLETE AND IN PLACE FOR Seven-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 7,000.00	$ 7,000.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
33.	FURNISH AND MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL, PAVEMENT MARKINGS, AND DETOUR PLANS FOR LANE AND ROAD CLOSURE IN GENERAL ACCORDANCE WITH THE PLANS AND THE "TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS"; AND PROVIDE TEMPORARY ACCESS FOR ADJOINING PROPERTY. COMPLETE AND IN PLACE FOR Twenty-Five-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 25,000.00	$ 25,000.00
34.	TEMPORARY ACCESS ROAD 8" ASPHALTIC (BLACK) BASE WITH COMPACTED SUBGRADE. COMPLETE AND IN PLACE FOR Twenty-Five DOLLARS & No CENTS	4,000	SQ.YDS.	$ 25.00	$ 100,000.00
35.	TEMPORARY ACCESS ROAD ALL-WEATHER SURFACE WITH COMPACTED SUBGRADE (ALONG MARTINEZ STREET). COMPLETE AND IN PLACE FOR Ten DOLLARS & No CENTS	2,300	SQ.YDS.	$ 10.00	$ 23,000.00
36.	CONTRACTOR MOBILIZATION. COMPLETE AND IN PLACE FOR Twenty-Five-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 25,000.00	$ 25,000.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
37.	PROVIDE BONDS, INSURANCE AND MISCELLANEOUS IN ACCORDANCE WITH CONTRACT DOCUMENTS. COMPLETE AND IN PLACE FOR Thirty-Thousand DOLLARS & No CENTS	1	LUMP SUM	$ 30,000.00	$ 30,000.00
38.	CONTRACTOR TO PROVIDE CONSTRUCTION STAKING FOR ALIGNMENT AND GRADE FOR WATER, PAVING AND DRAINAGE CONSTRUCTION WORK. COMPLETE AND IN PLACE FOR THIRTY THOUSAND DOLLARS & NO CENTS	1	BUDGET	$ 30,000.00	$ 30,000.00
39.	4' X 8' PROJECT SIGN. COMPLETE AND IN PLACE FOR Nine-Hundred DOLLARS & No CENTS	4	EACH	$ 900.00	$ 3,600.00

II. TOTAL AMOUNT BASE BID - PAVING AND MISCELLANEOUS CONSTRUCTION = $ 2,986,472.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
III. BASE BID - WATER				
1. 8" P.V.C. AWWA C-900, DR-18, CLASS 150 WATER LINE. COMPLETE AND IN PLACE FOR Seventeen DOLLARS & No CENTS	783	L.F.	$ 17.00	$ 13,311.00
2. 8" P.V.C. AWWA C-900, DR-18, CLASS 150 WATER LINE, WITH CEMENT STABILIZED BACKFILL. COMPLETE AND IN PLACE FOR Twenty-Five DOLLARS & No CENTS	130	L.F.	$ 25.00	$ 3,250.00
3. 6" P.V.C. AWWA C-900 DR-18, CLASS 150 WATER LINE. COMPLETE AND IN PLACE FOR Eleven DOLLARS & No CENTS	512	L.F.	$ 11.00	$ 5,632.00
4. 4" P.V.C. ASTM D-2241, SDR-21, CLASS 200 WATER LINE. COMPLETE AND IN PLACE FOR Eleven DOLLARS & No CENTS	263	L.F.	$ 11.00	$ 2,893.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
5.	TRENCH SAFETY FOR WATER LINE EXCAVATION IN ACCORDANCE WITH OSHA STANDARDS AT ALL LOCATIONS. COMPLETE AND IN PLACE FOR NO DOLLARS & TEN CENTS	1,688	L.F.	$ .10	$ 168.80
6.	8" X 8" TAPPING SLEEVE AND VALVE WITH BOX. COMPLETE AND IN PLACE FOR Forty-Two-Hundred DOLLARS & NO CENTS	5	EACH	$ 4,200.00	$ 21,000.00
7.	6" GATE VALVE AND BOX. COMPLETE AND IN PLACE FOR Five-Hundred DOLLARS & NO CENTS	3	EACH	$ 500.00	$ 1,500.00
8.	4" GATE VALVE AND BOX. COMPLETE AND IN PLACE FOR Four-Hundred-Fifty DOLLARS & NO CENTS	1	EACH	$ 450.00	$ 450.00
9.	8" X 6" TEE. COMPLETE AND IN PLACE FOR One-Hundred-Twenty DOLLARS & NO CENTS	2	EACH	$ 120.00	$ 240.00
10.	6" X 6" TEE. COMPLETE AND IN PLACE FOR One-Hundred-Twenty DOLLARS & NO CENTS	1	EACH	$ 120.00	$ 120.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
11.	8" X 90° BEND. COMPLETE AND IN PLACE FOR One-Hundred-Twenty DOLLARS & No CENTS	1	EACH	$ 120.00	$ 120.00
12.	8" X 45° BEND. COMPLETE AND IN PLACE FOR One-Hundred-Twenty DOLLARS & No CENTS	15	EACH	$ 120.00	$ 1,800.00
13.	8" X 22-1/2° BEND. COMPLETE AND IN PLACE FOR One-Hundred-Twenty DOLLARS & No CENTS	1	EACH	$ 120.00	$ 120.00
14.	8" X 6" REDUCER. COMPLETE AND IN PLACE FOR Sixty DOLLARS & No CENTS	1	EACH	$ 60.00	$ 60.00
15.	6" X 4" REDUCER. COMPLETE AND IN PLACE FOR Sixty DOLLARS & No CENTS	1	EACH	$ 60.00	$ 60.00
16.	8" PLUG AND CLAMP. COMPLETE AND IN PLACE FOR One-Hundred-Ten DOLLARS & NO CENTS	5	EACH	$ 110.00	$ 550.00
17.	4" PLUG AND CLAMP WITH 2" TAP. COMPLETE AND IN PLACE FOR One-Hundred-Ten DOLLARS & NO CENTS	1	EACH	$ 110.00	$ 110.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
18.	MISCELLANEOUS FITTINGS. COMPLETE AND IN PLACE FOR One-Hundred-Ten DOLLARS & No CENTS	2	TONS	$ 110.00	$ 220.00
19.	2" BLOW-OFF ASSEMBLY. COMPLETE AND IN PLACE FOR Six-Hundred-Fifty DOLLARS & No CENTS	1	EACH	$ 650.00	$ 650.00
20.	RELOCATE EXISTING FIRE HYDRANT. COMPLETE AND IN PLACE FOR Eleven-Hundred DOLLARS & No CENTS	3	EACH	$ 1,100.00	$ 3,300.00
21.	REMOVE EXISTING WATER LINE; BACKFILL AND COMPACT WITH CEMENT STABILIZED SAND UP TO SUBGRADE. COMPLETE AND IN PLACE FOR Eleven DOLLARS & No CENTS	1,510	L.F.	$ 11.00	$ 16610.00
22.	CONNECT TO EXISTING 8" WATER LINE. COMPLETE AND IN PLACE FOR Eleven-Hundred DOLLARS & No CENTS	4	EACH	$ 1,100.00	$ 4,400.00
23.	RELOCATE WATER SERVICE (LONG) AND METER. COMPLETE AND IN PLACE FOR Eight-Hundred-Fifty DOLLARS & No CENTS	13	EACH	$ 850.00	$ 11,050.00

BID FORM
WEST BELLFORT - PAVING AND DRAINAGE IMPROVEMENTS FROM
MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE BID
24. RELOCATE WATER SERVICE (SHORT) AND METER. COMPLETE AND IN PLACE FOR Five-Hundred DOLLARS & No CENTS	5	EACH	$ 500.00	$ 2,500.00

III. TOTAL AMOUNT BASE BID - WATER = $ 90,114.80

B I D F O R M S U M M A R Y

	TOTAL AMOUNT BASE BID
I. DRAINAGE =	1,216,635.50
II. PAVING AND MISCELLANEOUS CONSTRUCTION =	2,986,472.00
III. WATER =	90,114.80
TOTAL AMOUNT BASE BID =	4,293,222.30

TOTAL NUMBER OF WORKING DAYS
TO COMPLETE PROJECT = 195 WORKING DAYS
(CONTRACTOR TO SPECIFY)

Total amounts bid for TOTAL BASE BID Includes all costs, commissions, overhead, permits, and payments required and necessary for the complete work as specified.

I/We acknowledge receipt of the addenda listed below and the total bid price has been adjusted accordingly.

1. _____

In submitting the Bid, I/We do so with the understanding that all Contract Documents, drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this bid, I/We will:

(a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.

(b) Furnish a construction schedule satisfactory to Owner within ten (10) days after written notice to proceed.

The undersigned acknowledges that the Contract entered into by and between the County and the Bidder will be a "separated contract" under Sections 151.056(b) and 151.011(a) of the Texas Tax Code and Comptroller's Rule 3 TAC, Section 291, and the undersigned submits the following amounts for use as the separated contract amounts for use in the Contract if the undersigned is the successful Bidder:

The Price of In-Place Materials to be Incorporated into the Project:	$ 2,360,172.00
The Price of Labor, Profit, Materials not In-Place and all other charges:	$ 1,933,050.30
TOTAL: (Must Agree with Base Bid):	$ 4,293,222.30

It is agreed that, in the event the undersigned fails to enter into such contract and furnish such bonds within the time and in the manner required, the bidder will forfeit to owner, as liquidated damages, the bank certified check, cashier's check, or the bidder's bond, as provided in the specifications.

I/We agree and understand that Owner reserves the right to accept or reject any or all bids and/or to accept any bid or combination of bids considered advantageous.

DATE: 3-12-09

ATTEST/SEAL
(If a corporation):
WITNESS
(If not a corporation):

BY: J.W. Greene

NAME: J.W. Greene

TITLE: Secretary

BIDDER: Durwood Greene Construction Co.
Company's Name

BY: Jerry L. Berry
Signature

Jerry L. Berry
Printed or Typed Name

Vice President
Title

10126 Cash Rd.
Street Address

Stafford, Texas 77477
City, State & Zip Code

281-499-1551
Area Code and Phone Number

BID BOND

STATE OF TEXAS

COUNTY OF Fort Bend

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Durwood Greene Construction Co., as Principal, and Federal Insurance Company, as Surety, are hereby held and firmly bound unto Fort Bend County as Owner in the penal sum of Five Percent Greatest Amount Bid Dollars ($ 5% GAB) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 12th day of March, 20 09.

The Condition of the above obligation is such that whereas the Principal has submitted to Fort Bend County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the West Bellfort Paving and Drainage Improvements from Martinez Street to FM 1464 for Fort Bend County Bid 09-055.

NOW, THEREFORE:

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Durwood Greene Construction Co.	Federal Insurance Company
Principal	Surety
By: Jerry L. Berry Vice President	By: Heather Noles
	Heather Noles, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **Marc W. Boots, Richard Covington, Joy Durham, Mary Ann Garcia, Stephanie Gunderson, Misty Koslosky, Vickie Lacy, Heather Noles, P. T. Osburn, Stephen R. Smith and Maria D. Zuniga of Houston, Texas----------**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **May, 2008.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss

On this **15th** day of **May, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal

KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this March 12, 2009

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Form 15-10- 0225B- U (Ed. 5- 03) CONSENT

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of March, 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

Durwood Greene Construction Co. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **West Bellfort Paving and Drainage Improvements from Martinez Street to FM 1464** 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 24th day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Jerry L. Berry
Signature of Contractor

By: Jerry L. Berry Vice President
Printed Name and Title

09-055

ACORD™ CERTIFICATE OF INSURANCE

ISSUE DATE 02/18/2009

PRODUCER

MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10375 Richmond Avenue-Suite 1700
Houston, TX 77042-4143
713-877-8975

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.

COMPANIES AFFORDING COVERAGE

Company A: Hartford Casualty Ins Co

INSURED

Durwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497-1338

Company B: Hartford Fire Insurance Company

Company C: Illinois National Insurance Company

Company D: Texas Mutual Insurance Company

Company E: Property & Casualty Ins Co of Hartford

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY		
A	**GENERAL LIABILITY** ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ ☐ General Aggregate Limit applies per: ☐ Policy ☒ Project ☐ Location	21CQT0608	03/31/2008 03/31/2009	EACH OCCURRENCE	$	1,000,000
				FIRE DAMAGE	$	300,000
				MEDICAL EXPENSE	$	10,000
				PERS. AND ADVERTISING INJURY	$	1,000,000
				GENERAL AGGREGATE	$	2,000,000
				PRODUCTS AND COMP. OPER. AGG.	$	2,000,000
E	**AUTOMOBILE LIABILITY** ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☒ Hired Automobiles ☒ Non-owned Automobiles ☐	21UENQT0609	03/31/2008 03/31/2009	COMBINED SINGLE LIMIT	$	1,000,000
				BODILY INJURY (Per person)	$	
				BODILY INJURY (Per accident)	$	
				PROPERTY DAMAGE (Per accident)	$	
				COMPREHENSIVE		
				COLLISION		
D	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**	TSF0001178113	03/31/2008 03/31/2009	WC Statutory Limit [X] Other [ ]		
				EL EACH ACCIDENT	$	1,000,000
				EL DISEASE (Each employee)	$	1,000,000
				EL DISEASE (Policy Limit)	$	1,000,000
C	**EXCESS LIABILITY** ☒ Occurrence ☐ Claims Made	BE4891112	03/31/2008 03/31/2009	EACH OCCURRENCE	$	10,000,000
				AGGREGATE	$	10,000,000
B	**CONTRACTOR'S EQUIPMENT**	21UUMTE3061	03/31/2008 03/31/2009	L/R Equipment Per Item	$	500,000
				L/R Equipment Maximum	$	1,000,000
					$	
					$	
					$	

Re: West Bellfort Paving and Drainage Improvements from Martinez Street to FM 1464 for Fort Bend County Bid 09-055.

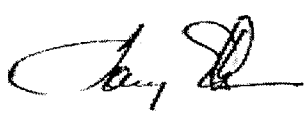
The Certificate Holder is included as Additional Insured as respects to General Liability and Auto as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Auto and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Fort Bend County Purchasing Department
Rosenberg Annnex
4520 Reading Road, Suite A
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



Certificate ID # MN1HQI06

Fort Bend County Tabulation
Bid 09-060
Term Contract for Trucking Services of Earthen Type Road Materials

Term: 1 April 2009 through 31 March 2010

Recommendation: JW Truck and Equipment

Asphalt Stabilized Base, THD #292, Black Base without RAP, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7414	2.40
Each add'l mile		0.30
Asphalt Stabilized Base, THD #292, Black Base with RAP, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7415	2.40
Each add'l mile		0.30
Cement Stabilized Sand, THD & PT #400.5 Portland Cement, Type I, 1-1/2 sack, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7416	2.40
Each add'l mile		0.30
Cement Stabilized Sand, THD & PT #400.5 Portland Cement, Type I, 2 sack minimum, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7417	2.40
Each add'l mile		0.30
Drystone Coverstone (lightweight), THD #303 - Grade 3 mod, Price Per Yard		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7418	2.40
Each add'l mile		0.30

AS PER ORIGINAL

23 B 4

Drystone Coverstone (lightweight), THD #303 - Grade 4 & 5 mod, Price Per Yard		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7419	2.40
Each add'l mile		0.30
Flexible Base, THD #247, Type A, Grade "2, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7420	2.40
Each add'l mile		0.30
Flexible Base, THD #247, Type A, Grade "2" w/ 5% Cement, Pugmill Mixed, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7421	2.40
Each add'l mile		0.30
Flexible Base, THD #247, Type B, Grade "2", Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7422	2.40
Each add'l mile		0.30
Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7423	2.40
Each add'l mile		0.30
Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7424	2.40
Each add'l mile		0.30
Gravel, River Washed, 5/8" Diameter Maximum, Price Per Yard		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7425	2.40
Each add'l mile		0.30

AS PER ORIGINAL

Gravel, River Unwashed, 5/8" Diameter Maximum, Price Per Yard		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7426	2.40
Each add'l mile		0.30
Hot Mix Asphaltic Concrete Pavement, THD #340, Type D without RAP, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7427	2.40
Each add'l mile		0.30
Hot Mix Asphaltic Concrete Pavement, THD #340, Type D with RAP, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7428	2.40
Each add'l mile		0.30
Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D, THD #350, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7429	2.40
Each add'l mile		0.30
Limestone Base Material "Georgetown Variety", Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7430	2.40
Each add'l mile		0.30
Precoated Coverstone, PB-3, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7431	2.40
Each add'l mile		0.30
Precoated Coverstone, PB-4 & PB-5, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7432	2.40
Each add'l mile		0.30
Recycled Asphalt, Screened, 3" Diameter Maximum, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7433	2.40
Each add'l mile		0.30

AS PER ORIGINAL

Field Sand, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7434	2.40
Each add'l mile		0.30
Fly Ash, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7435	2.40
Each add'l mile		0.30
Asphaltic Surface Treatment Aggregate-Expanded Clay:Size 3, Price Per Yard		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7436	2.40
Each add'l mile		0.30
Fly Ash Stabilized Road Mix 50/50, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7437	2.40
Each add'l mile		0.30
Asphalt Aggregate, limestone Type D, 7/16" by #4 Graduation, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7438	2.40
Each add'l mile		0.30
Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A Aggregates with PG7622 Oil, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7439	2.40
Each add'l mile		0.30
623 Traprock, Grade 3, THD #302, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7440	2.40
Each add'l mile		0.30
623 Traprock, Grade 5, THD #302, Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7441	2.40
Each add'l mile		0.30

AS PER ORIGINAL

Bullrock, 3" x 5", Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7442	2.40
Each add'l mile		0.30
Rip Rap, Grade 1, 12" to 18", Price Per Ton		
	Lawson No.	**JW Truck and Equipment**
Plant to Jobsite-1st mile	7443	2.40
Each add'l mile		0.30

AS PER ORIGINAL

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MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/24/09. Thank you.**

DATE: **March 24, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

COUNTY JUDGE
RECEIVED
MAR 26 2009

3/24/09
AGENDA ITEM
23 B
1) 09-039
2) 09-054
3) 09-055
4) 09-060

3-31-09 Origs. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Trucking Services for Earthen Type Road Materials
BID 09-060

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.

J W TRuck and Equipment
Legal Name of Contracting Company

John Wilson
Contact Person

P.O. Box 907 Needville, Texas 77461
Complete Mailing Address

281-831-5122 — Telephone Number
979-387-3523 — Facsimile Number

Email Address

Johnny Wilson — Signature
3/2/09 — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Trucking Services for Earthen Type Road Materials
for Fort Bend County
BID 09-060

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, March 12, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-060
Earthen Road Materials

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: 02/25/09
Issued: 02/25/09

Vendor Information

J W Truck and Equipment
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-831-5122 — Telephone Number
979 387 3523 — Facsimile Number

P.O. Box 907 Needville, Texas 77461
Complete Mailing Address (for Correspondence)

Needville, Texas 77461
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

John Wilson Owner
Authorized Representative and Title (printed)

Authorized Representative's Email Address

Johnny Wilson
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: JW

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: JW

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: JW

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: JW

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 that 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: JW

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: JW

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: JW

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) or more vendors to provide trucking services for Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: JW

4.0 PERIOD OF CONTRACT:

The period of this contract is **1 APRIL 2009** through **31 MARCH 2010**. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the 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 DELIVERY:

6.1 Items ordered from Fort Bend County's road material bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

6.2 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

7.0 MISCELLANEOUS:

7.1 The County may select any one item from this bid without regard to other items.

7.2 All orders for trucking of road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

8.0 INSURANCE:

8.1 All bidders must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

Initials of Bidder: 

8.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the contractor and its employees as insured:

8.2.1 Workers Compensation: See Section 10.0.

8.2.2 Employer's Liability: $500,000

8.2.3 General liability including:

8.2.3.1 Premises/Operations
8.2.3.2 Products/Completed Operation
8.2.3.3 Contractual
8.2.3.4 Owner's Protective
8.2.3.5 Personal Injury/Advertising Liability
8.2.3.6 Mobile Equipment

8.2.4 General liability limits shall be equal to or greater than:

8.2.4.1 $100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

8.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

8.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

8.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

8.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

8.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

8.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

Initials of Bidder: JW

8.3 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

8.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

9.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

9.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.

9.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.

9.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

9.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.

Initials of Bidder: JW

9.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

9.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

9.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extend described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

9.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

9.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to per form construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

9.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

10.0 WORKERS COMPENSATION INSURANCE:

The Texas Workers Compensation Commissioner has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental

Initials of Bidder: JA

entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law.

Additional questions may be addressed to the Texas Worker's Compensation Commission, Southfield Building, 4000 S IH-35, Austin, Texas 78704 (512)440-3618.

10.1 Definitions:

10.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

10.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

10.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the 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.

10.2 The 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 the contractor providing services on the project, for the duration of the project.

10.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

Initials of Bidder: _____

10.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

10.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

10.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

10.5.2 No later than seven days after receipt by the 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.

10.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

10.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

10.8 The 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.

10.9 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

10.9.1 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;

10.9.2 Provide the 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;

Initials of Bidder: JW

10.9.3 Provide the 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;

10.9.4 Obtain from each other person with whom it contracts, and provide to the contractor:

10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

10.9.4.2 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;

10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

10.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

10.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the 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 the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Initials of Bidder: 

11.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

12.0 SPECIFICATIONS, REQUIRED MATERIALS:

12.1 Asphalt Stabilized Base: THD #292, Black Base.

12.1.1 without RAP

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.1.2 with RAP

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.2 Cement Stabilized Sand: THD & PT #400.5

12.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.3 Drystone Coverstone (Lightweight): THD #303

12.3.1 Grade 3 mod.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.3.2 Grades 4 & 5

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.4 Flexible Base: THD #247.

12.4.1 Type A - Grade "2".

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

Initials of Bidder: JW

12.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.4.3 Type B - Grade "2".

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

12.5.1 Type "A", Grade "1", Crushed Concrete.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

12.8.1 Type D: without RAP

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.8.2 Type D: with RAP

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.10 Limestone Base Material: "Georgetown Variety".

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

Initials of Bidder: JW

12.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

12.11.1 PB-3

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.11.2 PB-4 & PB-5

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.13 Field Sand.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.14 Fly Ash:

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.15 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.16 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.17 Fly Ash Stabilized Road Mix 50/50:

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.18 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.19 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

Initials of Bidder: JW

12.20 623 Traprock Grade 3, THD #302

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.21 623 Traprock Grade 5, THD #302

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.22 Bullrock 3" x 5"

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

12.23 Rip Rap, Grade 1, 12" to 18"

Price per mile Plant to Jobsite: $ 2.40 first mile, $ .30 each additional mile.

Initials of Bidder: JCO

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of March, 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 JW Truck and Equipment (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Trucking Services for Road Materials** 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 24th day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: John Wilson / Owner
Printed Name and Title

09-060

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 24th day of March, 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 Morrison and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $4,854,438.52 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for March 24, 2009

Except as indicated all checks will be released after Commissioners' Court on March 24, 2009

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/24/2009	SUPPLIER	2M BUSINESS PRODUCTS, INC	4,027.26	70,176.70	
03/24/2009	SUPPLIER	A M AUTOMOTIVE	250.00	4,375.00	
03/24/2009	SUPPLIER	ABUNDANT LIFE SOURCE, INC	349.18	349.18	
03/24/2009	SUPPLIER	ACCURINT	88.50	4,348.80	
03/23/2009	CO CLK/DIST CLERK	ACCUTREND CORPORATION	30.00		Note: 1
03/24/2009	SUPPLIER	ACETYLENE OXYGEN COMPANY	55.60	1,455.83	
03/24/2009	EMPLOYEE REIMB.	ACOSTA, ROBERT	79.67	79.67	
03/24/2009	SUPPLIER	ACOUSTICAL MATERIALS SUPPLY	5,074.43	26,422.86	
03/24/2009	SUPPLIER	ADA RESOURCES, INC	4,239.80	18,998.92	
03/24/2009	EMPLOYEE REIMB.	ADAIR, ROGER N	157.50	157.50	
03/24/2009	INDIGENT DEFENSE	ADAMS, GLENDON BRYAN	2,000.00	11,325.00	
03/24/2009	SUPPLIER	ADDISON, CANTRECE A	543.52	1,048.59	
03/24/2009	SUPPLIER	ADT SECURITY SERVICES, INC	575.12	4,037.54	
03/24/2009	SUPPLIER	ADVANCE SAFE AND LOCK	9.98	1,873.82	
03/24/2009	SUPPLIER	ADVANCE'D TEMPORARIES, INC	22,387.76	447,426.02	
03/24/2009	SUPPLIER	ADVANT TECH SOLUTION	563.00	29,398.88	
03/24/2009	SERVICES	AGUILAR, PRISCILLA CRUZ	1,794.70	26,672.55	
03/24/2009	SUPPLIER	ALAMO IRON WORKS, INC	21.20	5,569.70	
03/24/2009	INDIGENT DEFENSE	ALCOCER, MANUELA	350.00	13,670.00	
03/24/2009	SUPPLIER	ALLDATA CORPORATION	1,500.00	1,500.00	
03/24/2009	SUPPLIER	ALLIED HEALTH SERVICES	8,910.00	196,562.00	
03/24/2009	SUPPLIER	ALLIED TUBE & CONDUIT	3,004.00	47,182.00	
03/24/2009	SUPPLIER	ALTEX COMPUTERS AND	291.76	291.76	
03/24/2009	SUPPLIER	AMADIS CONSULTANTS, LLLP	6,285.00	77,925.00	
03/24/2009	SUPPLIER	AMERICAN FENCE & SUPPLY CO INC	4,176.00	10,333.20	
03/24/2009	SUPPLIER	AMERICAN FENCE COMPANY, INC	88.20	176.40	
03/24/2009	SUPPLIER	AMERICAN MATERIALS	43,344.61	351,117.02	
03/24/2009	SUPPLIER	AMERICAN MESSAGING SERVICES	243.79	4,188.36	
03/24/2009	SUPPLIER	AMERICAN RED CROSS	160.00	560.95	
03/24/2009	SUPPLIER	AMERICAN TIRE DISTRIBUTORS INC	838.00	32,306.18	
03/23/2009	CO CLK/DIST CLERK	AMERIPOINT TITLE	5.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	AMERIPOINT TITLE HOUSTON	23.00		Note: 1
03/24/2009	SUPPLIER	AMIGOS LIBRARY SERVICES	40,294.55	52,274.55	
03/24/2009	SUPPLIER	AQUA MAKER, LLC	26.64	382.95	
03/24/2009	SUPPLIER	ARAMARK UNIFORM SERVICES, INC	331.96	2,377.63	
03/24/2009	INDIGENT DEFENSE	ARNOLD, KEVIN DARNELL	1,650.00	17,637.50	
03/24/2009	SUPPLIER	ARROWHEAD, INC	1,425.00	1,425.00	
03/24/2009	INDIGENT DEFENSE	ARZU, FRANCES	600.00	15,665.00	
03/23/2009	CO CLK/DIST CLERK	ASSOCIA	5.00		Note: 1
03/24/2009	SUPPLIER	AT & T	1,923.37	646,099.18	
03/19/2009	CO CLK/DIST CLERK	ATTORNEY GENERAL OF TEXAS	1,290.96		Note: 1
03/24/2009	SUPPLIER	AXELRAD, A DAVID MD	2,300.00	28,427.70	
03/24/2009	SUPPLIER	BAKER DISTRIBUTING COMPANY LLC	39.12	637.79	
03/23/2009	CO CLK/DIST CLERK	BANK OF TEXAS NA	10.00		Note: 1
03/24/2009	INDIGENT DEFENSE	BANKSTON, DONALD W	1,000.00	26,250.00	
03/24/2009	SUPPLIER	BASS CONSTRUCTION COMPANY INC	871,294.07	7,508,053.71	
03/24/2009	INDIGENT DEFENSE	BATCHAN, JOHN W JR	3,865.00	24,855.00	
03/24/2009	SUPPLIER	BBC AUDIOBOOKS AMERICA	661.14	6,727.16	
03/24/2009	SUPPLIER	BEASLEY FIRE DEPT	12,944.24	38,832.72	
03/24/2009	INDIGENT DEFENSE	BECERRA, COLGIN AND PERWIN	5,041.19	29,695.55	
03/24/2009	SUPPLIER	BEE UNIQUE	25.00	786.50	
03/24/2009	INDIGENT DEFENSE	BELL INVESTIGATOR COMPANY	600.00	600.00	
03/19/2009	JUROR PAYMENTS	BERNARD CLIFF TERRELL	50.00		Note: 3
03/24/2009	SUPPLIER	BEST BUY GOV/ED LLC	50.83	4,046.65	
03/19/2009	CO CLK/DIST CLERK	BEXAR COUNTY SHERIFF	50.00		Note: 1
03/24/2009	SUPPLIER	BILLIAN'S HEALTHDATA GROUP	375.00	375.00	
03/24/2009	SUPPLIER	BISON PROFAB	544.00	11,307.08	
03/24/2009	INDIGENT DEFENSE	BLACK, KATHLEEN J	4,875.00	22,827.50	
03/24/2009	SUPPLIER	BMC WEST	42.72	6,670.68	
03/24/2009	SUPPLIER	BOB BARKER COMPANY, INC	79,810.68	97,232.16	
03/24/2009	INDIGENT DEFENSE	BOOKER, KEYSHA L	650.00	27,224.50	
03/24/2009	SUPPLIER	BOOKPAGE	1,500.00	1,500.00	
03/24/2009	SUPPLIER	BOON-CHAPMAN BENEFIT	195,272.66	1,411,040.70	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/23/2009	CO CLK/DIST CLERK	BOREN, CHRISTOPHER JASON	475.00		Note: 1
03/24/2009	SUPPLIER	BOUND TREE MEDICAL LLC	3,323.95	137,728.85	
03/24/2009	EMPLOYEE REIMB.	BRAUN, JEFF	44.00	1,084.06	
03/24/2009	SUPPLIER	BRENHAM WHOLESALE GROCERY CO	(372.77)	122,639.90	
03/24/2009	EMPLOYEE REIMB.	BRIDGES, CHAD	115.24	1,106.60	
03/24/2009	SUPPLIER	BRODART CO	26,085.76	238,711.62	
03/24/2009	INDIGENT DEFENSE	BRYANT, KEN	2,950.00	35,325.00	
03/24/2009	INDIGENT DEFENSE	BUJOSA LANGUAGE SERVICES	255.00	1,232.50	
03/19/2009	CO CLK/DIST CLERK	BUREAU OF VITAL STATISTICS	345.00		Note: 1
03/24/2009	SUPPLIER	C F MCDONALD ELECTRIC	85,050.00	85,050.00	
03/24/2009	INDIGENT DEFENSE	CARDEN, MARTIN D	675.00	2,662.50	
03/23/2009	CO CLK/DIST CLERK	CARDON HEALTHCARE NETWORK	11.00		Note: 1
03/24/2009	SUPPLIER	CARL EASTWOOD AND SONS	62.70	297.26	
03/24/2009	SUPPLIER	CARNES FUNERAL HOME, INC	1,980.00	30,390.00	
03/24/2009	SUPPLIER	CARROLL'S GUN SHOP, INC	1,053.00	1,053.00	
03/24/2009	SUPPLIER	CARTER GOBLE ASSOCIATES, INC	61,750.00	383,430.18	
03/24/2009	SUPPLIER	CARTER, DARRYL B, LLC	1,750.00	10,500.00	
03/24/2009	SUPPLIER	CARTER-BURGESS, INC	21,407.26	196,081.63	
03/24/2009	EMPLOYEE REIMB.	CASTANEDA, ROBERT	170.50	748.52	
03/24/2009	ONE TIME VENDOR	CASTILLO, MARIA	150.00	150.00	
03/24/2009	SUPPLIER	CDW GOVERNMENT, INC	70.00	15,825.29	
03/24/2009	INDIGENT DEFENSE	CEASER, KENDRIC	800.00	92,828.00	
03/24/2009	SUPPLIER	CENTERPOINT ENERGY	1,582.87	23,855.92	
03/24/2009	SUPPLIER	CENTERPOINT ENERGY ENTEX	24,756.17	220,179.94	
03/24/2009	SUPPLIER	CENTRAL HARDWARE NO 2, LLC	20.94	7,639.32	
03/24/2009	SUPPLIER	CERTIFIED LABORATORIES	23,198.25	39,333.69	
03/24/2009	SUPPLIER	CHALKS TRUCK PARTS, INC	356.65	8,534.48	
03/24/2009	SUPPLIER	CHAMBERLAIN, HRDLICKA, WHITE,	3,974.00	17,786.50	
03/19/2009	JUROR PAYMENTS	CHARLES L ROESLER	50.00		Note: 3
03/23/2009	CO CLK/DIST CLERK	CHARTWAY FEDERAL CREDIT UN	13.00		Note: 1
03/24/2009	SUPPLIER	CHILD ADVOCATES OF FT BEND CO	2,470.16	48,124.82	
03/23/2009	CO CLK/DIST CLERK	CHOCOLATE BAYOU COMMUNITY	5.00		Note: 1
03/24/2009	SUPPLIER	CINGULAR WIRELESS	4,642.75	86,006.08	
03/24/2009	SUPPLIER	CITY OF FULSHEAR	272.91	3,055.50	
03/24/2009	SUPPLIER	CITY OF HOUSTON, WATER DEPT	28,048.58	81,933.83	
03/24/2009	SUPPLIER	CITY OF KATY	1,051.90	4,514.73	
03/24/2009	SUPPLIER	CITY OF KENDLETON	1,008.07	3,736.59	
03/24/2009	SUPPLIER	CITY OF NEEDVILLE	118,461.50	151,706.85	
03/24/2009	SUPPLIER	CITY OF RICHMOND	86,590.11	494,075.19	
03/24/2009	SUPPLIER	CITY OF ROSENBERG	34,325.57	187,734.68	
03/24/2009	SUPPLIER	CITY OF STAFFORD	11,161.85	56,983.44	
03/24/2009	SUPPLIER	CITY OF SUGAR LAND	87,459.06	365,995.38	
03/24/2009	SUPPLIER	CLINICAL PATHOLOGY LABS, INC	119.75	469.25	
03/24/2009	SUPPLIER	COASTAL BUTANE SERVICE CO	207.00	11,391.00	
03/24/2009	SUPPLIER	COIT SERVICES	440.00	440.00	
03/24/2009	SUPPLIER	COMCAST OF HOUSTON	170.00	1,020.00	
03/23/2009	CO CLK/DIST CLERK	COMMERCE TITLE	15.00		Note: 1
03/24/2009	SUPPLIER	COMMUNITY COFFEE COMPANY, LLC	125.10	1,725.55	
03/24/2009	SUPPLIER	COMPACT DISC SOURCE	2,397.94	7,050.59	
03/23/2009	CO CLK/DIST CLERK	COMPASS BANK	12.00		Note: 1
03/24/2009	SERVICES	CONWAY, EVA	625.00	1,725.00	
03/24/2009	SUPPLIER	CORPORATE EXPRESS IMAGING	1,582.62	37,595.95	
03/23/2009	CO CLK/DIST CLERK	CORRECT ELECTRIC INC	10.00		Note: 1
03/24/2009	INDIGENT DEFENSE	CORTES, EDUARDO	3,650.00	22,987.50	
03/24/2009	INDIGENT DEFENSE	COTLAR, DORIAN	1,975.00	3,500.00	
03/24/2009	EMPLOYEE REIMB.	COUNCIL, PAUL JEFF	119.79	119.79	
03/24/2009	SUPPLIER	COUNTERFORCE USA	75.00	1,093.48	
03/24/2009	SUPPLIER	COURT HARDWARE CO, INC	19.98	133.21	
03/23/2009	CO CLK/DIST CLERK	COURTHOUSE INFO	354.00		Note: 1
03/24/2009	INDIGENT DEFENSE	COX, LEE D	650.00	17,202.50	
03/24/2009	INDIGENT DEFENSE	CROWLEY, JAMES SIDNEY	650.00	10,675.00	
03/24/2009	SUPPLIER	D AND S TRUCK PARTS	134.17	5,903.45	
03/19/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/24/2009	SUPPLIER	DAVIDSON, COLIN	195.00	2,840.00	
03/24/2009	SUPPLIER	DAVIS BROTHERS AUTO SUPPLY	38.37	7,075.04	
03/19/2009	CO CLK/DIST CLERK	DE SANCHEZ, ROSA	27.00		Note: 1
03/19/2009	JUROR PAYMENTS	DEBRA CORTEZ	100.00		Note: 3
03/24/2009	SUPPLIER	DELL MARKETING L.P.	6,718.44	458,978.87	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/24/2009	SUPPLIER	DEMCO, INC	1,504.79	5,885.93	
03/23/2009	CO CLK/DIST CLERK	DEMONTEMAYOR, PATRICIA ELE	475.00		Note: 1
03/24/2009	INDIGENT DEFENSE	DIAZ, MICHAEL C	1,850.00	26,805.50	
03/24/2009	INDIGENT DEFENSE	DICK, CHAD	5,600.00	19,450.00	
03/24/2009	SUPPLIER	DICKENS COUNTY	177,888.00	784,944.00	
03/24/2009	SUPPLIER	DICK'S AUTO ELECTRIC	225.00	3,132.00	
03/24/2009	SUPPLIER	DIRECT ENERGY, L P	716.64	14,508.89	
03/24/2009	EMPLOYEE REIMB.	DITTFURTH, ERVIN H JR.	55.06	55.06	
03/24/2009	SUPPLIER	DLB EDUCATIONAL CORPORATION	5,689.15	5,689.15	
03/23/2009	CO CLK/DIST CLERK	DOCX	17.25		Note: 1
03/24/2009	SUPPLIER	DODSON & ASSOCIATES, INC	15,903.58	50,265.33	
03/24/2009	SUPPLIER	DRIVING SAFETY SERVICES	232.95	232.95	
03/24/2009	SUPPLIER	DZIERZANOWSKI, CHAD D	250.00	3,725.10	
03/24/2009	SUPPLIER	EAGLE CONSTRUCTION & ENV SERV	1,100.00	5,500.00	
03/23/2009	CO CLK/DIST CLERK	EANOCHS, KIERRA MADEJANDA	11.00		Note: 1
03/24/2009	SUPPLIER	EBSCO INFORMATION SERVICES	35,755.00	35,755.00	
03/23/2009	CO CLK/DIST CLERK	EDDIE C MCNACK	5.00		Note: 1
03/24/2009	SUPPLIER	EDUCATIONAL RECORD CENTER	453.11	453.11	
03/23/2009	CO CLK/DIST CLERK	EDWARD T BURKE & ASSOCIATE	5.00		Note: 1
03/24/2009	EMPLOYEE REIMB.	EDWARDS, KENT M	143.13	850.33	
03/24/2009	SUPPLIER	EMBROIDEME	64.00	14,501.75	
03/23/2009	CO CLK/DIST CLERK	ENCORE BANK	5.00		Note: 1
03/24/2009	SUPPLIER	ESI ACQUISITION, INC	4,900.00	4,900.00	
03/24/2009	SUPPLIER	ESP OFFICE SOLUTIONS, LLC	6,686.00	153,804.80	
03/24/2009	SUPPLIER	EVANS CONSTRUCTION COMPANY	20,071.80	347,802.20	
03/24/2009	SUPPLIER	EWING IRRIGATION PRODUCTS	46.30	46.30	
03/24/2009	SUPPLIER	EXECUTIVE EXCELLENCE PUBLISHIN	99.00	99.00	
03/24/2009	INDIGENT DEFENSE	FADEN, CARY M	12,487.50	74,417.50	
03/24/2009	SUPPLIER	FIESTA MART 47	2,959.29	50,621.24	
03/24/2009	SUPPLIER	FINNEGAN AUTO LP	1,534.63	4,112.95	
03/24/2009	SUPPLIER	FIRST CHOICE POWER, INC	150.00	7,657.90	
03/23/2009	CO CLK/DIST CLERK	FIRST CONTINENTAL INVESTME	5.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FIRST NATIONAL BANK	15.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FIRST SERVICE CREDIT UNION	6.00		Note: 1
03/24/2009	SUPPLIER	FLEET DISCOUNT PARTS	670.85	2,443.39	
03/24/2009	SUPPLIER	FLEET SAFETY EQUIPMENT, INC	89.00	69,325.65	
03/24/2009	SUPPLIER	FLEETPRIDE, INC	499.07	2,033.07	
03/24/2009	SUPPLIER	FLOWERS BAKING COMPANY	454.46	20,518.24	
03/24/2009	INDIGENT DEFENSE	FORLANO, FREDERICK	675.00	17,630.00	
03/24/2009	SUPPLIER	FORT BEND CHAMBER OF COMMERCE	20.00	12,120.00	
03/24/2009	SUPPLIER	FORT BEND COMMUNITY	2,197.35	149,464.13	
03/24/2009	EE BEN/PAYROLL	FORT BEND COUNTY	1,012.34	25,958.40	
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	39.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	59.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	900.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	405.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/19/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	23.94		Note: 1
03/24/2009	SUPPLIER	FORT BEND COUNTY FRESH WATER	41.75	248.68	
03/24/2009	SUPPLIER	FORT BEND COUNTY MUD 30	12.58	1,052.77	
03/24/2009	SUPPLIER	FORT BEND FEED AND	954.00	1,439.00	
03/24/2009	SUPPLIER	FORT BEND HERALD	167.26	5,610.95	
03/24/2009	SUPPLIER	FORT BEND HYDRAULICS INC	369.07	21,816.05	
03/24/2009	SUPPLIER	FORT BEND MECHANICAL, LTD	1,070.61	76,719.29	
03/24/2009	SUPPLIER	FORT BEND REGIONAL COUNCIL ON	3,630.00	237,129.00	
03/24/2009	SUPPLIER	FORT BEND SENIORS MEALS ON	2,902.39	21,444.29	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/24/2009	INDIGENT DEFENSE	FOSTER LAW FIRM	350.00	8,462.50	
03/24/2009	SUPPLIER	FOX AND BUBELA, INC	2,000.00	34,000.00	
03/24/2009	INDIGENT DEFENSE	FRALEY, FRANK J	850.00	17,525.00	
03/24/2009	INDIGENT DEFENSE	FRANCO, EDUARDO	450.00	6,960.00	
03/24/2009	INDIGENT DEFENSE	FRANKS, ROBERT D	855.00	9,822.50	
03/24/2009	SUPPLIER	FRESNO FIRE DEPT	15,910.03	85,148.09	
03/23/2009	CO CLK/DIST CLERK	FROST NATIONAL BANK	5.00		Note: 1
03/24/2009	SUPPLIER	G & C BUILDING MAINTENANCE	4,629.44	60,408.87	
03/24/2009	SUPPLIER	G AND K SERVICES	882.11	42,798.91	
03/24/2009	SUPPLIER	G T DISTRIBUTORS, INC	813.50	30,699.24	
03/24/2009	SUPPLIER	GALVESTON COUNTY LEPC	300.00	300.00	
03/23/2009	CO CLK/DIST CLERK	GARAGE DOOR SERVICES	15.00		Note: 1
03/24/2009	EMPLOYEE REIMB.	GARDZINA, JOE	320.75	956.49	
03/24/2009	INDIGENT DEFENSE	GEIGER, KATHRYN	424.50	424.50	
03/24/2009	SUPPLIER	GERLAND'S GRAND MARKET 78	91.00	2,271.70	
03/24/2009	INDIGENT DEFENSE	GILBERT, STEVEN J	300.00	26,892.50	
03/24/2009	SUPPLIER	GILLEN PEST CONTROL, INC	885.00	4,792.50	
03/24/2009	SUPPLIER	GLOBALSTAR, LLC	62.12	1,757.10	
03/23/2009	CO CLK/DIST CLERK	GOEHRS, LINDA C	11.00		Note: 1
03/24/2009	SUPPLIER	GOLLAHER, KAREN, PSY D	900.00	10,740.00	
03/24/2009	INDIGENT DEFENSE	GONZALEZ, LISA MARIE	450.00	1,050.00	
03/24/2009	SUPPLIER	GRAINGER	3,319.80	31,451.69	
03/24/2009	SUPPLIER	GREY HOUSE PUBLISHING	499.50	5,046.15	
03/24/2009	SUPPLIER	GULF COAST FREIGHT	35,000.00	35,000.00	
03/24/2009	SUPPLIER	GULF COAST PAPER COMPANY	74.01	76,569.44	
03/24/2009	SUPPLIER	GULF COAST STABILIZED MATERIAL	7,636.17	23,545.71	
03/23/2009	CO CLK/DIST CLERK	HAINES, JENNIFER	18.00		Note: 1
03/24/2009	INDIGENT DEFENSE	HALL, KEVIN M	1,000.00	19,857.50	
03/24/2009	COURT REPORTERS	HALL, MINDY	135.88	11,019.48	
03/24/2009	SUPPLIER	HARBICH, JAMES	8,000.00	20,500.00	
03/24/2009	SERVICES	HAROLD ANDERSON AND ASSOCIATES	6,285.71	71,648.52	
03/19/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
03/19/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	150.00		Note: 1
03/19/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	75.00		Note: 1
03/24/2009	SUPPLIER	HART INTERCIVIC	550.00	1,172,709.93	
03/24/2009	EMPLOYEE REIMB.	HAYDEL, ARLANA H.	13.19	13.19	
03/24/2009	INDIGENT DEFENSE	HECKER, DON A	1,050.00	41,947.00	
03/24/2009	SUPPLIER	HELENA CHEMICAL COMPANY	3,150.00	15,150.00	
03/24/2009	SUPPLIER	HELFMAN FORD CO INC	174,470.73	950,885.60	
03/23/2009	CO CLK/DIST CLERK	HENDERSHOT, SIMON W III	69.00		Note: 1
03/24/2009	SUPPLIER	HGAC-HOU/GALV AREA COUNCIL	1,250.00	2,700,249.37	
03/24/2009	SERVICES	HICKS-RICHARDSON ASSOCIATES	1,500.00	8,275.46	
03/24/2009	SUPPLIER	HIGH QUALITY CLEANING SERVICES	2,000.00	34,932.65	
03/24/2009	CHILD PROT. SERVICES	HILLSBOROUGH COUNTY SHERIFFS	20.00	20.00	
03/23/2009	CO CLK/DIST CLERK	HLAVINKA, PAUL T	69.00		Note: 1
03/24/2009	SUPPLIER	HOBART CORPORATION	26.74	9,569.72	
03/24/2009	INDIGENT DEFENSE	HOKE, DANNY L	1,987.50	5,062.50	
03/19/2009	CO CLK/DIST CLERK	HOLT,RUSSEL T	8.00		Note: 1
03/24/2009	SUPPLIER	HOME DEPOT CREDIT SERVICES	4,511.20	44,238.07	
03/23/2009	CO CLK/DIST CLERK	HOMESTEAD RECORDING SERVIC	33.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	HOUFF ENERGY CORPORATION	36.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	HOUSE OF FORGINGS INC	11.00		Note: 1
03/24/2009MED	ICAL	HOUSTON CENTER FOR MENTAL HEAL	500.00	500.00	
03/24/2009	SUPPLIER	HOUSTON FREIGHTLINER, INC	1,856.31	12,984.44	
03/24/2009	INDIGENT DEFENSE	HUNTER, DAVID	300.00	7,075.00	
03/24/2009	SUPPLIER	HWE ACQUISITIONS	2,077.29	22,300.44	
03/24/2009	SUPPLIER	ID CARD GROUP	199.96	407.20	
03/24/2009	EMPLOYEE REIMB.	ILES, LEIGHTON	38.08	336.24	
03/24/2009	SUPPLIER	IMPRESSIVE PRINTING	1,150.00	23,683.10	
03/24/2009	SUPPLIER	INGRAM LIBRARY SERVICES	4,850.62	65,629.43	
03/24/2009	SUPPLIER	INTAB	2,026.43	2,205.73	
03/24/2009	SUPPLIER	INTERNATIONAL ASSOCIATION OF	120.00	120.00	
03/24/2009	SUPPLIER	J T POWELL INSURANCE AGENCY	100.00	100.00	
03/24/2009	SUPPLIER	JAMES PUBLISHING, INC	145.88	1,377.04	
03/24/2009	SUPPLIER	JASPER ENGINE AND TRANSMISSION	2,256.00	2,256.00	
03/23/2009	CO CLK/DIST CLERK	JEANNE LEACH	5.00		Note: 1
03/19/2009	JUROR PAYMENTS	JOE GURECKY	100.00		Note: 3
03/19/2009	JUROR PAYMENTS	JOHN DURAN	100.00		Note: 3

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/24/2009	INDIGENT DEFENSE	JOHNSON, KATHY J	420.00	11,873.25	
03/24/2009	SUPPLIER	JONES MCCLURE PUBLISHING	81.00	3,148.80	
03/23/2009	CO CLK/DIST CLERK	JONES, CLIFFORD EDWARD	475.00		Note: 1
03/24/2009	SERVICES	JONES, DONICA	300.00	2,050.00	
03/24/2009	SUPPLIER	JOSEPH, DOMINIC MD	1,120.00	6,350.00	
03/24/2009	SUPPLIER	JPMORGAN CHASE BANK NA	6,538.02	170,051.18	
03/23/2009	CO CLK/DIST CLERK	JUAREZ, GLORIA ANGELICA	475.00		Note: 1
03/24/2009	ONE TIME VENDOR	JUAREZ, MARGO	200.00	200.00	
03/24/2009	SUPPLIER	KATY BUTANE	150.00	2,383.00	
03/24/2009	SUPPLIER	KELLY R KALUZA AND ASSOC INC	56,400.00	448,170.00	
03/24/2009	EMPLOYEE REIMB.	KENNEDY, H EVERETT	488.14	657.10	
03/24/2009	EMPLOYEE REIMB.	KETTLER, PAUL	63.23	63.23	
03/24/2009	SUPPLIER	KEY MAPS, INC	320.00	2,268.14	
03/23/2009	CO CLK/DIST CLERK	KEYSTONE MINERALS	5.00		Note: 1
03/24/2009	SUPPLIER	KIMBO EDUCATIONAL	1,981.50	2,274.25	
03/24/2009	INDIGENT DEFENSE	KINCADE, JAMES P.C.	915.00	11,972.50	
03/24/2009	EMPLOYEE REIMB.	KING, ADRIAN	232.10	1,432.88	
03/24/2009	SUPPLIER	KOHL'S DEPARTMENT STORES, INC	3,926.98	11,770.48	
03/24/2009	SUPPLIER	KONICA MINOLTA BUSINESS	59.06	3,523.35	
03/24/2009	SUPPLIER	L-3 COMMUNICATIONS	126,048.45	132,405.85	
03/24/2009	RENTALS	LAMAR-CALDER PARTNERS	4,668.00	28,008.00	
03/19/2009	JUROR PAYMENTS	LARRY DIXON	100.00		Note: 3
03/23/2009	CO CLK/DIST CLERK	LAWDER, IRENE	475.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	LEBOUF, CARRIE DIANNE	23.00		Note: 1
03/24/2009	SUPPLIER	LEE COLLEGE	85.00	85.00	
03/23/2009	CO CLK/DIST CLERK	LEONTARITIS, JOHN	2,950.00		Note: 1
03/24/2009	SUPPLIER	LETTER DESIGN & SIGN DISPLAY	170.00	402.50	
03/24/2009	SUPPLIER	LEXISNEXIS	277.00	2,811.00	
03/24/2009	SUPPLIER	LIMESTONE COUNTY SHERIFF DEPT	65,069.50	107,387.50	
03/24/2009	SUPPLIER	LITERACY COUNCIL OF FORT BEND	10,333.32	21,000.00	
03/24/2009	SUPPLIER	LONE STAR UNIFORMS, INC	8,898.10	117,865.90	
03/24/2009	ONE TIME VENDOR	LOPEZ, GUADALUPE	200.00	200.00	
03/24/2009	INDIGENT DEFENSE	LOVE, PAUL	1,500.00	12,910.00	
03/24/2009	EMPLOYEE REIMB.	LOWERY, SUSAN GRIFFIN	255.41	304.78	
03/24/2009	SUPPLIER	LOWE'S HOME CENTER	276.44	11,174.15	
03/24/2009	EMPLOYEE REIMB.	LOYA, SABRINA	85.26	163.07	
03/23/2009	CO CLK/DIST CLERK	LSI TITLE AGENCY INC	131.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	LSI TITLE COMPANY	15.00		Note: 1
03/24/2009	INDIGENT DEFENSE	LUDWIG, CHRIS	650.00	6,627.00	
03/24/2009	INDIGENT DEFENSE	LUSK, NANCY E	750.00	4,075.00	
03/24/2009	SUPPLIER	LYNN PEAVEY COMPANY	256.50	424.50	
03/19/2009	CO CLK/DIST CLERK	MACH 5 COURIERS INC 505477	4.00		Note: 1
03/24/2009	EMPLOYEE REIMB.	MALDONADO, YVETTE R.	425.00	499.26	
03/24/2009	INDIGENT DEFENSE	MALONEY & PARKS, LLP	3,025.00	6,100.00	
03/24/2009	SUPPLIER	MANATRON, INC	24,304.96	300,762.69	
03/23/2009	CO CLK/DIST CLERK	MANN BRACKEN LLC	135.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	MANN BRACKEN LLC	58.00		Note: 1
03/24/2009	EMPLOYEE REIMB.	MARSHALL, DWIGHT	435.66	435.66	
03/24/2009	SUPPLIER	MARTIN ASPHALT	14,608.48	72,693.98	
03/24/2009	INDIGENT DEFENSE	MARTINEZ, STEVEN SCOTT	1,480.00	13,965.50	
03/24/2009	INDIGENT DEFENSE	MARTIN-HART, ERMA	325.00	1,875.00	
03/24/2009	INDIGENT DEFENSE	MC MEANS, JEFFREY A	1,725.00	10,900.00	
03/23/2009	CO CLK/DIST CLERK	MCCLESKEY HARRIGER BRAZILL	10.00		Note: 1
03/24/2009	SUPPLIER	MCCLURE, GLEN E	500.00	7,075.00	
03/24/2009	INDIGENT DEFENSE	MCDANIEL, CHRIS J	1,665.00	14,957.50	
03/24/2009	SUPPLIER	MCI TELECOMMUNICATIONS	22.26	66.99	
03/24/2009	SUPPLIER	MEDIA CONSULTANTS	7,375.00	15,283.50	
03/24/2009	INDIGENT DEFENSE	MEITZEN, WILLIAM A	1,500.00	3,525.00	
03/24/2009	SUPPLIER	MEMORIAL HOSPITAL	2,352.00	21,756.06	
03/24/2009	EMPLOYEE REIMB.	MEYERS, W. A. (ANDY)	647.90	2,601.81	
03/19/2009	JUROR PAYMENTS	MICHAEL ROSE	50.00		Note: 3
03/23/2009	CO CLK/DIST CLERK	MILBURN, AVIS LATONIA	475.00		Note: 1
03/24/2009	ONE TIME VENDOR	MILLER, MAX	700.00	700.00	
03/24/2009	SUPPLIER	MISSOURI CITY FIRE DEPT	54,172.97	162,518.91	
03/24/2009	SERVICES	MONTEMAYOR, MARCUS	100.00	300.00	
03/24/2009	SUPPLIER	MONUMENTAL LIFE INSURANCE CO	46,639.00	272,764.00	
03/24/2009	SUPPLIER	MOORE MEDICAL LLC	2,451.00	34,308.14	
03/24/2009	SUPPLIER	MOTOROLA	165,455.19	1,585,447.40	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/23/2009	CO CLK/DIST CLERK	MRPL RETAIL PARTNERS LTD	30.00		Note: 1
03/24/2009	SUPPLIER	MUELLER WATER CONDITIONING	885.00	4,345.00	
03/24/2009	SUPPLIER	MUNICIPAL INFORMATION SERVICES	276.53	276.53	
03/24/2009	SUPPLIER	MUSTANG TRACTOR & EQUIPMENT CO	417,074.93	504,837.84	
03/24/2009	SUPPLIER	NADA APPRAISAL GUIDES	288.00	768.00	
03/19/2009	CO CLK/DIST CLERK	NANCY,KNOX-BIERMAN A	15.00		Note: 1
03/24/2009	SUPPLIER	NAPA AUTO PARTS	922.05	14,985.18	
03/24/2009	INDIGENT DEFENSE	NASSIF, MICHAEL	2,650.00	18,775.00	
03/24/2009	INDIGENT DEFENSE	NATIONAL INTERNAL AFFAIRS	30.00	30.00	
03/23/2009	CO CLK/DIST CLERK	NATIONWIDE TITLE CLEARING	247.00		Note: 1
03/24/2009	SUPPLIER	NEEDVILLE FEED AND SUPPLY	6,886.50	8,781.33	
03/24/2009	SUPPLIER	NEEDVILLE FIRE DEPARTMENT	20,190.68	60,572.04	
03/24/2009	SUPPLIER	NET TRANSCRIPTS, INC.	16.80	16.80	
03/24/2009	SUPPLIER	NEXTEL COMMUNICATIONS	8,020.34	155,443.17	
03/19/2009	CO CLK/DIST CLERK	NICHOLS,JOHN	11.00		Note: 1
03/24/2009	SUPPLIER	NULL-LAIRSON	5,000.00	87,550.00	
03/24/2009	INDIGENT DEFENSE	NUMERO UNO	360.00	5,554.36	
03/24/2009	VISITING JUDGE	OAKLEY, GLADYS M	1,178.81	1,178.81	
03/24/2009	SUPPLIER	OFFICE DEPOT INC	1,632.05	180,702.97	
03/24/2009	EMPLOYEE REIMB.	OGLESBY, DURWIN	20.00	277.36	
03/24/2009	EMPLOYEE REIMB.	OLIER, TIMOTHY	118.80	418.75	
03/24/2009	EMPLOYEE REIMB.	OLIVER, CAROL	7.57	85.82	
03/24/2009	SUPPLIER	ONE INGRAM GROUP	1,750.00	5,250.00	
03/24/2009	SUPPLIER	O'REILLY AUTO PARTS	137.95	6,706.95	
03/24/2009	SUPPLIER	OVERDRIVE, INC	85.00	27,569.04	
03/24/2009	SUPPLIER	OVERHEAD DOOR CO OF HOUSTON	1,646.21	19,339.74	
03/24/2009	SUPPLIER	OZARKA	24.45	10,089.85	
03/24/2009	SUPPLIER	P SQUARED EMULSIONS	6,200.00	67,776.32	
03/24/2009	SUPPLIER	PANNELL LEGAL PROCESS	75.00	75.00	
03/19/2009	CO CLK/DIST CLERK	PAPPAS,DANIEL C	345.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	PAT MCGINNIS	5.00		Note: 1
03/24/2009	SUPPLIER	PATE ENGINEERS, INC	6,322.00	137,465.00	
03/24/2009	EMPLOYEE REIMB.	PATTERSON, JAMES	295.08	2,004.84	
03/24/2009	SUPPLIER	PECAN GROVE FIRE DEPT	35,311.78	105,935.34	
03/24/2009	SUPPLIER	PEGASUS SCHOOLS, INC	14,166.88	112,576.10	
03/24/2009	SUPPLIER	PERCEPTIVE SOFTWARE INC	850.00	112,490.00	
03/24/2009	INDIGENT DEFENSE	PEREZ- JARAMILLO, MAGGIE	1,725.00	43,202.50	
03/24/2009	SUPPLIER	PERFORMANCE FOOD GROUP	1,336.60	92,562.55	
03/24/2009	INDIGENT DEFENSE	PERZ, IRA F	1,250.00	13,650.00	
03/24/2009	SUPPLIER	PETEDGE	38.35	919.37	
03/24/2009	INDIGENT DEFENSE	PHOENIX, JOYCE	300.00	6,012.50	
03/24/2009	SUPPLIER	PIERCE GOODWIN ALEXANDER AND	547,884.00	1,652,021.94	
03/24/2009	SUPPLIER	PITNEY BOWES	6,468.15	211,067.06	
03/24/2009	SUPPLIER	PLEAK FIRE DEPARTMENT	5,975.39	17,926.17	
03/24/2009	INDIGENT DEFENSE	PONS, JAMES F	950.00	5,040.00	
03/23/2009	CO CLK/DIST CLERK	PORTILLO, ABIMAEL	712.50		Note: 1
03/23/2009	CO CLK/DIST CLERK	PORTILLO, ABIMAEL	712.50		Note: 1
03/23/2009	CO CLK/DIST CLERK	PORTZ & PORTZ	5.00		Note: 1
03/24/2009	SUPPLIER	POSTMASTER	164.00	32,429.00	
03/24/2009	EMPLOYEE REIMB.	PRESTAGE, GRADY	175.06	2,748.87	
03/24/2009	EMPLOYEE REIMB.	PRIHODA, VANESSA	64.60	64.60	
03/24/2009	SUPPLIER	PROFESSIONAL BUILDING PHARMACY	289.81	1,851.22	
03/23/2009	CO CLK/DIST CLERK	PROPERTY TAX SOLUTIONS LLC	42.00		Note: 1
03/24/2009	SUPPLIER	PROSPERITY BANK	147.75	112,640.84	
03/23/2009	CO CLK/DIST CLERK	PTS PROCESSING INC	15.00		Note: 1
03/24/2009	INDIGENT DEFENSE	PUBCHARA, SILVIA V	6,975.00	15,575.00	
03/24/2009	INDIGENT DEFENSE	RACER, MARK W	1,450.00	17,147.50	
03/24/2009	SUPPLIER	RADIOSHACK	580.38	3,406.08	
03/24/2009	SUPPLIER	RANDOM HOUSE, INC	198.91	14,169.12	
03/24/2009	SUPPLIER	RAY BAILEY ARCHITECTS, INC	3,362.10	14,262.00	
03/24/2009	SUPPLIER	RAY GLASS COMPANY INC	90.00	7,676.27	
03/24/2009	SUPPLIER	RECORDED BOOKS, LLC	803.05	21,882.37	
03/23/2009	CO CLK/DIST CLERK	REGIONS BANK	5.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	REUNION TITLE	22.00		Note: 1
03/24/2009	EMPLOYEE REIMB.	REYNOLDS, KAYE	874.14	1,611.12	
03/24/2009	SUPPLIER	RICHMOND BONE AND JOINT CLINIC	377.00	7,746.51	
03/23/2009	CO CLK/DIST CLERK	ROBERTS MARKEL	12.00		Note: 1
03/24/2009	SUPPLIER	ROMCO EQUIPMENT COMPANY	32.76	63,864.82	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/23/2009	CO CLK/DIST CLERK	ROSARIO, JUAN CARLOS	475.00		Note: 1
03/19/2009	JUROR PAYMENTS	ROSEMARY GONZALEZ	100.00		Note: 3
03/24/2009	SUPPLIER	ROSENBERG TRACTOR	1,002.43	24,370.18	
03/24/2009	SUPPLIER	ROSSER INTERNATIONAL, INC.	29,980.13	195,827.63	
03/23/2009	CO CLK/DIST CLERK	SALAZAR, NOEL	95.00		Note: 1
03/24/2009	INDIGENT DEFENSE	SALCEDA, ALBERTO G	260.00	8,995.00	
03/24/2009	SUPPLIER	SALEM PRESS, INC	424.15	2,068.05	
03/23/2009	CO CLK/DIST CLERK	SALINAS, PAULA MARIE	6.00		Note: 1
03/24/2009	SUPPLIER	SAM HOUSTON STATE UNIVERSITY	180.00	1,295.00	
03/24/2009	SUPPLIER	SAM'S CLUB	7.88	839.88	
03/24/2009	INDIGENT DEFENSE	SANTOS, ROBERT L	1,150.00	14,097.00	
03/24/2009	SUPPLIER	SCHEPPS DAIRY	1,615.25	31,694.15	
03/24/2009	SUPPLIER	SCHINDLER ELEVATOR CORPORATION	594.00	2,138.40	
03/24/2009	SUPPLIER	SCHOENMANN PRODUCE CO.	1,231.00	5,987.34	
03/24/2009MED	ICAL	SCOTT & WHITE HEALTH PLAN	120.00	120.00	
03/24/2009	SUPPLIER	SEEWEE'S TRAVEL BY JACKIE	885.10	11,785.90	
03/24/2009	SUPPLIER	SETH W SILVERMAN MD, PA	525.00	28,493.75	
03/24/2009	SUPPLIER	SETON IDENTIFICATION PRODUCTS	155.53	155.53	
03/24/2009	INDIGENT DEFENSE	SHAW, RUBY	100.00	40,030.00	
03/24/2009	EMPLOYEE REIMB.	SHEPARD, PATRIECE	37.57	1,006.86	
03/24/2009	SUPPLIER	SHERWIN WILLIAMS CO	84.52	2,122.22	
03/24/2009	SUPPLIER	SHI GOVERNMENT SOLUTIONS INC	19.00	75,642.79	
03/24/2009	SUPPLIER	SHOPPA'S FARM SUPPLY INC	190.25	22,797.55	
03/24/2009	SUPPLIER	SHORELINE, INC	10,625.16	57,046.99	
03/23/2009	CO CLK/DIST CLERK	SHOWALTER LAW FIRM	5.00		Note: 1
03/24/2009	SUPPLIER	SIENNA PLANTATION MGMT DIST	23,880.97	23,880.97	
03/24/2009	SUPPLIER	SIENNA PLANTATION MUD #10	150.00	150.00	
03/24/2009	SUPPLIER	SIMPLEX GRINNELL LP	2,526.00	40,812.79	
03/24/2009	SERVICES	SKLAR, DANIEL RICHARD	245.06	278.06	
03/24/2009	INDIGENT DEFENSE	SMITH, DERICK R	1,150.00	5,575.00	
03/24/2009	SUPPLIER	SOCIETY FOR HUMAN RESOURCE	160.00	2,085.00	
03/24/2009	SUPPLIER	SOS-FT BEND CO WOMEN'S CENTER	34,131.98	80,745.78	
03/24/2009	SUPPLIER	SOUTHEAST TEXAS HOUSING	453.32	37,698.42	
03/24/2009	SUPPLIER	SOUTHERN TIRE MART, LLC	4,200.00	32,534.20	
03/24/2009	SUPPLIER	SOUTHWEST BOOK COMPANY	946.95	33,735.91	
03/24/2009	EMPLOYEE REIMB.	SPANN JR , ERNEST	429.57	429.57	
03/24/2009	INDIGENT DEFENSE	SPARROW, IKAHA M.	550.00	550.00	
03/24/2009	SUPPLIER	SPECTRA LOGIC CORPORATION	1,281.36	8,881.36	
03/24/2009	SUPPLIER	SPRINT FORT BEND COUNTY	1,200.00	181,224.80	
03/24/2009	SUPPLIER	STAHLMAN LUMBER CO	143.53	1,891.00	
03/19/2009	JUROR PAYMENTS	STAN MAGEE	100.00		Note: 3
03/19/2009	JUROR PAYMENTS	STANLEY HRUSKA	100.00		Note: 3
03/24/2009	SUPPLIER	STAR OFFICE PRODUCTS, LTD	223.72	223.72	
03/24/2009	SUPPLIER	STATE BAR OF TEXAS	185.00	2,367.00	
03/24/2009	SUPPLIER	STATE CHEMICAL MFG CO	174.18	1,981.53	
03/24/2009	SUPPLIER	STEEL SUPPLY, INC	442.40	8,194.78	
03/24/2009	INDIGENT DEFENSE	STEELE, CORINNA	200.00	39,547.65	
03/24/2009	EMPLOYEE REIMB.	STEFFEY, HELEN	123.68	123.68	
03/24/2009	INDIGENT DEFENSE	STEPHENS, JOE	285.00	3,262.50	
03/24/2009	SUPPLIER	STEWART TITLE COMPANY	600.95	428,509.12	
03/24/2009	INDIGENT DEFENSE	STICKLER, TOMMY J	1,975.00	17,215.00	
03/24/2009	COURT REPORTERS	STOMBERG, MARIJANE	252.12	1,762.84	
03/24/2009	SUPPLIER	SUNBELT MILL SUPPLY	155.40	2,149.22	
03/23/2009	SUPPLIER	SUSSER PETROLEUM COMPANY LLC	49,914.00	1,586,956.06	Note: 2
03/23/2009	CO CLK/DIST CLERK	SWANSON, SEAN J	475.00		Note: 1
03/24/2009	SUPPLIER	TAYLOR, ERNEST B.	48.00	390.00	
03/24/2009	SUPPLIER	TECH DEPOT	688.12	50,288.03	
03/24/2009	SUPPLIER	TECHKNOWLEDGE CONSULTING CORP	5,175.00	18,173.80	
03/24/2009	SUPPLIER	TERMINIX INTERNATIONAL COMPNAY	95.00	5,090.00	
03/24/2009	INDIGENT DEFENSE	TERRY, T K	1,662.50	27,486.25	
03/24/2009	SUPPLIER	TEXANA CENTER	105,263.16	201,405.01	
03/24/2009	SUPPLIER	TEXAS AGRILIFE EXTENSION	175.00	120,115.98	
03/24/2009	SUPPLIER	TEXAS ASSOCIATION OF COUNTIES	1,575.00	166,711.14	
03/24/2009	SUPPLIER	TEXAS DISTRICT AND COUNTY	350.00	6,986.00	
03/23/2009	CO CLK/DIST CLERK	TEXAS ENGINEERING & MAPPIN	50.00		Note: 1
03/23/2009	CO CLK/DIST CLERK	TEXAS ONE COMMUNITY CREDIT	5.00		Note: 1
03/24/2009	SUPPLIER	TEXAS PARKWAY PHARMACY	836.04	836.04	
03/24/2009	SUPPLIER	TEXAS PROBATION ASSOCIATION	960.00	960.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/24/2009	SUPPLIER	TEXAS STATE DIRECTORY PRESS	191.20	433.35	
03/23/2009	CO CLK/DIST CLERK	TEXAS TEAM	5.00		Note: 1
03/24/2009	SUPPLIER	TEXAS TECH UNIVERSITY	35.00	35.00	
03/24/2009	SUPPLIER	TEXAS TRANSIT ASSOCIATION	2,353.99	2,353.99	
03/24/2009	SUPPLIER	TEXAS TRANSPORTATION INSTITUTE	18,645.00	19,395.00	
03/24/2009	SUPPLIER	TEXFORD BATTERY COMPANY INC	103.93	632.56	
03/24/2009	SUPPLIER	THE ARC OF FORT BEND COUNTY	2,661.81	10,123.30	
03/24/2009	SUPPLIER	THE MADDOX GROUP	2,583.38	35,795.98	
03/19/2009	CO CLK/DIST CLERK	THERIOT, ALFRED J.	15,111.14		Note: 1
03/19/2009	JUROR PAYMENTS	THOMAS SUTER	100.00		Note: 3
03/23/2009	CO CLK/DIST CLERK	THOMAS A LUKESETICH & ASSO	5.00		Note: 1
03/24/2009	SUPPLIER	THOMPSONS VOLUNTEER FIRE	1,928.49	5,785.47	
03/24/2009	SUPPLIER	THOMSON GALE GROUP	1,816.86	103,824.74	
03/24/2009	SUPPLIER	TRANSMONTAIGNE PRODUCT	2,176.49	15,920.87	
03/19/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/24/2009	SUPPLIER	TREK	57,146.67	323,789.66	
03/19/2009	CO CLK/DIST CLERK	TRIUMPH CHRISTIAN CENTER I	276.00		Note: 1
03/24/2009	INDIGENT DEFENSE	TU, PAUL	4,137.00	29,877.00	
03/24/2009	SUPPLIER	TX ASSOC COURT ADMIN (TACA)	50.00	780.00	
03/24/2009	SUPPLIER	TXU ENERGY	1,800.00	34,572.76	
03/24/2009	SUPPLIER	UNISHIPPERS ASSOCIATION	196.95	305.48	
03/24/2009	SUPPLIER	UNITED PARCEL SERVICE	28.54	1,433.52	
03/24/2009	INDIGENT DEFENSE	VALIKONIS, STEVEN W	300.00	2,388.00	
03/24/2009	ONE TIME VENDOR	VELA, HECTOR	200.00	200.00	
03/24/2009	INDIGENT DEFENSE	VENZA, JOHN	1,975.00	12,312.50	
03/24/2009	SUPPLIER	VERIZON WIRELESS	351.67	20,809.78	
03/24/2009	INDIGENT DEFENSE	VICTOR, VICTOR	1,300.00	10,150.00	
03/24/2009	SUPPLIER	VIDEX, INC	87.00	421.00	
03/24/2009	SUPPLIER	VILLAGE OF FAIRCHILDS	4,412.15	14,272.92	
03/24/2009	SUPPLIER	VILLAGE OF PLEAK	33,627.38	35,075.07	
03/24/2009	EMPLOYEE REIMB.	VINKLAREK, LYLA	110.00	322.23	
03/24/2009	EMPLOYEE REIMB.	VOLZ, AARON	373.67	373.67	
03/24/2009	SUPPLIER	VULCAN MATERIALS COMPANY	15,671.79	24,050.61	
03/23/2009	CO CLK/DIST CLERK	WADDELL, M BRANDON	112.00		Note: 1
03/24/2009	VISITING JUDGE	WAGENBACH, LARRY	267.31	6,689.86	
03/24/2009	SUPPLIER	WALKERCOM, INC	231.00	7,668.97	
03/24/2009	SUPPLIER	WAL-MART PHARMACY 546	213.61	25,641.27	
03/24/2009	SUPPLIER	WASTE MANAGEMENT	146.62	862.99	
03/24/2009	SUPPLIER	WATKINS, TAMMY C	499.90	1,543.12	
03/24/2009	SUPPLIER	WAUKESHA-PEARCE INDUSTRIES INC	3,245.64	7,497.78	
03/24/2009	SUPPLIER	WCA WASTE CORPORATION	192.40	4,543.34	
03/24/2009	INDIGENT DEFENSE	WEBB, JEFFREY ODE	150.00	17,262.50	
03/24/2009	EMPLOYEE REIMB.	WENDT, SANDRA	27.50	43.30	
03/24/2009	SUPPLIER	WEST GROUP PAYMENT CENTER	8,904.34	100,517.67	
03/24/2009	INDIGENT DEFENSE	WEYER, STEPHEN	1,275.00	2,575.00	
03/24/2009	SERVICES	WHITT, KENNETH J	48.00	1,362.00	
03/24/2009	SUPPLIER	WILLOWRIDGE COMMONS, LLC	9,100.00	9,100.00	
03/24/2009	SUPPLIER	WILSON FIRE EQUIPMENT	1,939.50	4,113.00	
03/24/2009	SUPPLIER	WINDSTREAM	1,247.38	33,725.90	
03/24/2009	SUPPLIER	WM RECYCLE AMERICA, LLC	2,967.75	5,826.87	
03/24/2009	INDIGENT DEFENSE	WOOD, HARRIS S, JR	450.00	4,655.50	
03/24/2009	SUPPLIER	WORLD COMMUNICATION CENTER	119.25	542.85	
03/24/2009	SUPPLIER	WORLDWIDE DIRECTORY PRODUCTS	84.98	264.70	
03/24/2009	SERVICES	WRIGHT, DWAYNE	800.00	4,000.00	
03/24/2009	SUPPLIER	ZEE MEDICAL, INC	520.21	1,040.36	
03/24/2009	INDIGENT DEFENSE	ZUNIGA, CARTER, MORALES, MCCAL	2,665.00	4,907.50	
			4,854,438.52		

Note: Checks released prior to 3/24/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $30,722.29
(2): Time Sensitive Payments $49,914.00
(3): Juror Payments of $950.00