IMAGED 1273 PAGE
ON 3-13-09
DATE

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

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Patterson.

3. Approve minutes of regular meeting held on February 24, 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 Sienna Village of Bees Creek, Section 1, Precinct 2.
   B. Acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, Precinct 1.

CONSENT AGENDA ITEMS 6 - 17:

6. **OUT-OF-STATE TRAVEL:**
   - **A. Enter into record the out-of-state travel by elected official:**
     Commissioner, Pct. 2: Commissioner Grady Prestage to Miami, Florida, from April 29 through May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)
   - **B. Approve out-of-state travel requests for County personnel:**
     1) **Commissioner, Pct. 2: Brenda Patton to Miami, Florida, from April 29 through May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**
     2) **AgriLife Extension Office: Sandra Fry to Knoxville, Tennessee, June 23-29, 2009, to attend AAFCS Conference. (Fund: Extension, Travel)**
     3) **Human Resources: Beatrice Galan to San Diego, California, April 19-22, 2009, to attend Lawson User Group Conference. (Fund: Human Resources, Travel)**

OUT OF STATE TRAVEL (Continued)

4) Sheriff's Office:

a. Ratify travel by Aaron Volz and Arlana Haydel to Kansas City, Missouri, February 9-11, 2009, for Image Now System Administrator training. (Fund: Sheriff, Enforcement, Travel)

b. Ratify travel by Chris Carlson and April Meyers to New Orleans, Louisiana, February 25, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

7. COUNTY JUDGE: Approve the reappointment of Harvey Ludwig on behalf of Precinct 1 and Morris Mitchell on behalf of Precinct 4 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.

8. BUDGET TRANSFER:
Indigent Health Care: Approve transfer in the amount of $250,000 as detailed on Auditor's form dated February 25, 2009, to allocate funds budgeted for inmate medical expenses from the Sheriff's Office, Detention, into Indigent Healthcare Department.

9. CONSTABLE, PCT. 1: Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, Chapter 2, Article 2.132 (7), for 2008 from the Office of Constable, Precinct 1.

10. ENGINEERING:

A. Approve payment of Invoice No. 08-10-020 (Pay Estimate No. 8) in the amount of $43,100.00; Invoice No. 08-11-015 (Pay Estimate No. 9) in the amount of $41,825.50; Invoice No. 08-12-018 (Pay Estimate No. 10) in the amount of $159,669.50; and Invoice No. 09-01-022 (Pay Estimate No. 11) in the amount of $66,400.00 to Kelly Kaluza & Associates, Inc. for professional engineering and surveying services regarding West Bellfort Paving and Drainage (from Martinez Street to Farm Market 1464), Mobility Bond Project No. 731, Precincts 3 and 4.

B. Approve payment of Invoice No. 16 (Pay Estimate No. 16) in the amount of $21,385.32 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)

C. Approve the plat for First Victoria National Bank Cinco Ranch Office, Pct. 3.

D. Approve release of Cashier's Check #002841 in the amount of $5,000.00 to Raus Construction LTD for completion of work on S. Fry Road, Permit #83397, Precinct 3.

E. Approve application from Verizon to bore under and bury cable along Redwood Avenue, Precinct 1.

ENGINEERING (Continued)

F. **Set a public hearing for road name change from Oilfield Road to Scenic Rivers Drive. This road segment runs North and South from the southern right-of-way line of Commonwealth Boulevard in the City of Sugar Land, south to the city limits, (County maintenance begins) to the North right-of-way line of Cabrera Drive, (city limits, City of Sugar Land) Key Map page 609 J and N, Precinct 4.** ***(Tuesday, April 7, 2009, at 1:00 p.m.)***

G. **Set a public hearing for road name change from Oilfield Road to Cabrera Drive. This road segment runs East and West from the easterly right-of-way line of Cabrera Drive at the city limits, City of Sugar Land, to the easterly right-of-way line of Manor Drive projection, Key Map page 609 N, Precinct 4.** ***(Tuesday, April 7, 2009, at 1:00 p.m.)***

H. **Accept the streets in Rio Vista, Section 1 and release bond #58639822 in the amount of $703,900.00, Pct. 1.**

Rio Vista Drive	784.35 LF
Frontera Court	913.80 LF
Dracena Drive	913.40 LF
La Hacienda Drive	910.54 LF
Verano Drive	571.37 LF
Rosa Del Villa Court	653.43 LF
Bahia Vista Drive	564.74 LF
Escambia Way Drive	1,631.93 LF
Allegro Drive	253.43 LF
Pecos Pass Drive	1,026.44 LF
Prado Lane	289.80 LF
Estes Court	106.41 LF
Del Agua Drive	617.92 LF
TOTAL:	9,234.56 LF

I. **Set public hearing for acceptance of the traffic control plan for Rio Vista, Section 1, Pct. 1.** ***(Tuesday, April 7, 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. **Invoice No. 28-495-1 in the amount of $15,832.42 to Access Distributors, Inc. for furniture, fixture, and equipment costs associated with the Jail Expansion Project; and**

B. **Invoice No. 05041248 in the amount of $51.79 to AC Plumbing Supply for supplies regarding the Vehicle Maintenance Expansion Project.**

12. **HUMAN RESOURCES: Approve requests for withdrawal of hours from the Shared Sick Leave Pool as follows:**
    - **A. Employee of Sheriff's Office, Position No. 5601-0306 — 32 hours**
    - **B. Employee of Constable Precinct 3, Position No. 5503-0014 — 18 hours**

13. **PURCHASING: Authorize advertising for bids for trucking services for road material.**

14. **ROAD & BRIDGE: Ratify termination of lease between Fort Bend County and Yelderman Family Limited Partnership for storage facility for the Road & Bridge Department.**

15. **SHERIFF'S OFFICE:**
    - **A. Approve renewal of Interlocal Agreement between Fort Bend County and City of Stafford for the Housing of City Prisoners effective through September 30, 2009.**
    - **B. Approve renewal of Supplemental Staffing Agreement between Fort Bend County and Allied Health Services to provide supplemental nursing personnel. (Fund: Sheriff, Detention, Fees)**
    - **C. Approve renewal of Agreement between Fort Bend County and David Knight dba Amadis Consultants for services as Intelligence Coordinator of the HIDTA Program for the term ending April 30, 2009, to reflect salary increase as approved by HIDTA Executive Board. (Fund: Sheriff, HIDTA Grant)**
    - **D. Approve renewal of Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator of the HIDTA Program for the term ending April 30, 2009, to reflect salary increase as approved by the HIDTA Executive Board. (Fund: Sheriff, HIDTA Grant)**

16. **TAX ASSESSOR/COLLECTOR: Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on February 24, 2009, for an amount totaling $193,673.85.**

17. **TREASURER: Approve Monthly Reports submitted by County Treasurer for November and December 2008, and authorize advertisement of Affidavits of same, in accordance with Local Government Code §114.026.**

---

18. COUNTY JUDGE:
    A. Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, API Realty, LLC, and Advance Polybag (Texas), Inc. for assignment of personal property abatement to Accredo Packaging, Inc.
    B. Take all appropriate action on Crossing Project Work Authorization Agreements between Fort Bend County, Texas Department of Transportation, and the Kansas City Southern Railway Company for railroad signalization project on County Roads, namely Miller Road, Stade Road, and Daily Road in Rosenberg, Hamlink Road, Third Street, Fourth Street, and Grunwald Road in Beasley, and Doris Gin Road, Darst Gin Road, and Hilltop Road in Kendleton, per Exhibit A of each Agreement. (Fund: Road and Bridge)
    C. Take all appropriate action on request to transfer the amount of $727 from Non-Departmental Contingency into Choices & Consequences Program, Property & Equipment, to allocate funds for goods purchased in FY 2008 but not received until FY 2009.

19. ENGINEERING:
    A. Take all appropriate action on Addendum to Right-of-Way Services Agreement between Fort Bend County and PAS Property Acquisition Services, Inc. to increase the contract by $500,000 for a total of $1,350,000 to provide services in Precincts 1, 2, 3 and 4. (Fund: Right of Way).
    B. Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 359 from US 90A to Jones Creek, Precincts 1 and 3.
    C. Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 1464 from Shiloh Lakes Drive to SH 99, Precinct 4.

20. FACILITIES MANAGEMENT & PLANNING:
    A. Take all appropriate action on Settlement Agreement and Release between Fort Bend County and Blackmon Mooring of Houston, Inc. in the amount of $24,000 for services performed at the Fifth Street Boys & Girls Club. (Fund: Risk Management, Repairs and Maintenance)
    B. Take all appropriate action on the First Amendment to Agreement for Professional Materials Testing Services between Fort Bend County and Paradigm Consultants, Inc. for additional geotechnical testing for an amount not to exceed $6,000 at the Sienna Branch Library. (Fund: Facility Bond Project).

21. HEALTH & HUMAN SERVICES – CLINICAL HEALTH: Take all appropriate action on Program Agreement between Fort Bend County and Angelo State University to provide student clinical experience (preceptorship) for a nursing student through the County's Clinical Health Service programs.

22. INFORMATION TECHNOLOGY: Take all appropriate action on request to reclassify Position No. 5031-0018, Project Manager, Grade 14 of the Professional Management Policy Group, to Project Development Analyst, Grade 13 of the Professional Management Policy Group, effective March 7, 2009.

23. PUBLIC TRANSPORTATION:
    A. Take all appropriate action to accept Grant Terms and Conditions from The George Foundation and authorize County Judge to execute Grant No. 2009-0009 in the amount of $126,676 to be used for matching federal funds received by Fort Bend County for rural and urban transportation programs.
    B. Take all appropriate action to execute Contract Amendment No 1 for Section 5311 Rural Transportation Program Contract No. 51812F7259, State Project No. RPT 0805(12)30, to amend the project budget, with no impact on local match.

24. PURCHASING:
    A. Take all appropriate action on Amendment to Consulting Services Agreement between Fort Bend County and K. R. Moore & Associates for compensation review services.
    B. Take all appropriate action on Oil, Gas, and Mineral Lease between Fort Bend County and Fulshear Oil & Gas Partners, L.P., pursuant to RFP #09-018.
    C. Take all appropriate action to authorize contract negotiations on design/build four story parking garage project pursuant to SOQ #09-042.
    D. Take all appropriate action to suspend contract negotiations with Engineered Air Balancing and authorize negotiations with the next highest evaluated firm, Systems Commissioning.
    E. Take all appropriate action on the following:
        1) Bid #09-043 for the purchase and installation of carpet;
        2) Bid #09-044 for elevator maintenance at Jail;
        3) Bid #09-045 for toner and ink cartridges;
        4) Bid #09-046 for purchase of culverts;
        5) Bid #09-047 for purchase of bridge materials;
        6) Bid #09-048 for purchase of earthen type road materials;
        7) Bid #09-049 for purchase of chemical type road materials;
        8) Bid #09-051 for ambulance modules; and
        9) Bid #09-052 for fasteners and miscellaneous shop supplies.

25. ROAD & BRIDGE: Take all appropriate action on Easement between Fort Bend County (Grantor) and CenterPoint Energy Houston Electric, LLC (Grantee) to provide power to the proposed Bulk Fuel Facility under construction at the Fort Bend Count Fairgrounds.

26. SHERIFF'S OFFICE: Take all appropriate action on request to modify Position No. 5601-0093 from Sheriff (Detention), Medical Officer I, Grade 9 of the Public Health Policy Group, to HR Clerk, (Enforcement), Grade 6 of the Administrative/Clerical Policy Group, effective March 7, 2009.

27. SPECIAL SERVICES: Take all appropriate action to authorize application by Resolution to the U. S. Department of Justice, Office of Justice Programs, for grant funding in the amount of $250,000 for a Justice and Mental Health Collaboration Program for use from 2010 through 2012, with a twenty percent in-kind match. (Fund: Sheriff and Texana Center)

28. Approve Bills.

29. Authorize Auditor to pay and release time-sensitive bills on March 12, 2009, to be ratified by Commissioners Court on March 17, 2009.

30. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:
    A. § 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.
        1) Civil Action No. H-98-0653; The Burlington Northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell); in the United States District Court for the Southern District of Texas, Houston Division.
        2) Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.
    B. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
        Land Matters, Precinct 4; Parcel 44 A, West Bellfort Mobility Project No. 8.

31. Reconvene Open Session and consider taking action on the following matters:
    A. § 551.071. Consultation With Attorney.
        1) Civil Action No. H-98-0653; The Burlington Northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell); in the United States District Court for the Southern District of Texas, Houston Division.
        2) Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.
    B. § 551.072. Deliberation Regarding Real Property.
        Land Matters, Precinct 4; Parcel 44 A, West Bellfort Mobility Project No. 8.

32. Adjournment.

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

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, February 27, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

NOTICE

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

FILED FOR RECORD
NO____ TIME 11:31 A.M. P.M.
FEB 26 27 2009
Dianne Wilson
County Clerk Fort Bend Co. Tex.

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 3rd day of March, 2009.

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Patterson seconded by Commissioner Meyers, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 17th day of March, 2009.

Robert Hebert

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 3rd 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
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 1:00 p.m.

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

   Invocation and Pledge of Allegiance by Commissioner Patterson.

3. **Approve minutes of regular meeting held on February 24, 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 February 24, 2009.

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

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

   None.

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 Sienna Village of Bees Creek, Section 1, Precinct 2.**
   B. **Acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, Precinct 1.**

   Public hearing held. No public comments

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

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

CONSENT AGENDA ITEMS 6 - 17:

6. **OUT-OF-STATE TRAVEL:**
   A. **Enter into record the out-of-state travel by elected official:**
   Commissioner, Pct. 2: Commissioner Grady Prestage to Miami, Florida, from April 29 through May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)
   B. **Approve out-of-state travel requests for County personnel:**
      1) **Commissioner, Pct. 2: Brenda Patton to Miami, Florida, from April 29 through May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**
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      4) **Sheriff's Office:**
         a. **Ratify travel by Aaron Volz and Arlana Haydel to Kansas City, Missouri, February 9-11, 2009, for Image Now System Administrator training. (Fund: Sheriff, Enforcement, Travel)**
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7. **COUNTY JUDGE: Approve the reappointment of Harvey Ludwig on behalf of Precinct 1 and Morris Mitchell on behalf of Precinct 4 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.**

8. **BUDGET TRANSFER:**
   Indigent Health Care: Approve transfer in the amount of $250,000 as detailed on Auditor's form dated February 25, 2009, to allocate funds budgeted for inmate medical expenses from the Sheriff's Office, Detention, into Indigent Healthcare Department.

9. **CONSTABLE, PCT. 1: Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, Chapter 2, Article 2.132 (7), for 2008 from the Office of Constable, Precinct 1.**

10. **ENGINEERING:**

A. **Approve payment of Invoice No. 08-10-020 (Pay Estimate No. 8) in the amount of $43,100.00; Invoice No. 08-11-015 (Pay Estimate No. 9) in the amount of $41,825.50; Invoice No. 08-12-018 (Pay Estimate No. 10) in the amount of $159,669.50; and Invoice No. 09-01-022 (Pay Estimate No. 11) in the amount of $66,400.00 to Kelly Kaluza & Associates, Inc. for professional engineering and surveying services regarding West Bellfort Paving and Drainage (from Martinez Street to Farm Market 1464), Mobility Bond Project No. 731, Precincts 3 and 4.**

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C. **Approve the plat for First Victoria National Bank Cinco Ranch Office, Pct. 3.**

D. **Approve release of Cashier's Check #002841 in the amount of $5,000.00 to Raus Construction LTD for completion of work on S. Fry Road, Permit #83397, Precinct 3.**

E. **Approve application from Verizon to bore under and bury cable along Redwood Avenue, Precinct 1.**

F. **Set a public hearing for road name change from Oilfield Road to Scenic Rivers Drive. This road segment runs North and South from the southern right-of-way line of Commonwealth Boulevard in the City of Sugar Land, south to the city limits, (County maintenance begins) to the North right-of-way line of Cabrera Drive, (city limits, City of Sugar Land) Key Map page 609 J and N, Pct. 4.** ***(Tuesday, April 7, 2009, at 1:00 p.m.)***

G. **Set a public hearing for road name change from Oilfield Road to Cabrera Drive. This road segment runs East and West from the easterly right-of-way line of Cabrera Drive at the city limits, City of Sugar Land, to the easterly right-of-way line of Manor Drive projection, Key Map page 609 N, Precinct 4.** ***(Tuesday, April 7, 2009, at 1:00 p.m.)***

H. **Accept the streets in Rio Vista, Section 1 and release bond #58639822 in the amount of $703,900.00, Pct. 1.**

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TOTAL:	**9,234.56 LF**

I. **Set public hearing for acceptance of the traffic control plan for Rio Vista, Section 1, Pct. 1.** ***(Tuesday, April 7, 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:**
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    - **D. Approve renewal of Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator of the HIDTA Program for the term ending April 30, 2009, to reflect salary increase as approved by the HIDTA Executive Board. (Fund: Sheriff, HIDTA Grant)**

16. **TAX ASSESSOR/COLLECTOR: Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on February 24, 2009, for an amount totaling $193,673.85.**

17. **TREASURER: Approve Monthly Reports submitted by County Treasurer for November and December 2008, and authorize advertisement of Affidavits of same, in accordance with Local Government Code §114.026.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-15B and 16-17.

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

Pass on Items 15C and 15D.

18. **COUNTY JUDGE:**

A. **Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, API Realty, LLC, and Advance Polybag (Texas), Inc. for assignment of personal property abatement to Accredo Packaging, Inc.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Tax Abatement Agreement between Fort Bend County, API Realty, LLC, and Advance Polybag (Texas), Inc. for assignment of personal property abatement to Accredo Packaging, Inc.

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

B. **Take all appropriate action on Crossing Project Work Authorization Agreements between Fort Bend County, Texas Department of Transportation, and the Kansas City Southern Railway Company for railroad signalization project on County Roads, namely Miller Road, Stade Road, and Daily Road in Rosenberg, Hamlink Road, Third Street, Fourth Street, and Grunwald Road in Beasley, and Doris Gin Road, Darst Gin Road, and Hilltop Road in Kendleton, per Exhibit A of each Agreement. (Fund: Road and Bridge)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Crossing Project Work Authorization Agreements between Fort Bend County, Texas Department of Transportation, and the Kansas City Southern Railway Company for railroad signalization project on County Roads, namely Miller Road, Stade Road, and Daily Road in Rosenberg, Hamlink Road, Third Street, Fourth Street, and Grunwald Road in Beasley, and Doris Gin Road, Darst Gin Road, and Hilltop Road in Kendleton, per Exhibit A of each Agreement. (Fund: Road and Bridge)

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

C. **Take all appropriate action on request to transfer the amount of $727 from Non-Departmental Contingency into Choices & Consequences Program, Property & Equipment, to allocate funds for goods purchased in FY 2008 but not received until FY 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $727 from Non-Departmental Contingency into Choices & Consequences Program, Property & Equipment, to allocate funds for goods purchased in FY 2008 but not received until FY 2009.

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

19. **ENGINEERING:**

A. **Take all appropriate action on Addendum to Right-of-Way Services Agreement between Fort Bend County and PAS Property Acquisition Services, Inc. to increase the contract by $500,000 for a total of $1,350,000 to provide services in Precincts 1, 2, 3 and 4. (Fund: Right of Way).**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Addendum to Right-of-Way Services Agreement between Fort Bend County and PAS Property Acquisition Services, Inc. to increase the contract by $500,000 for a total of $1,350,000 to provide services in Precincts 1, 2, 3 and 4. (Fund: Right of Way).

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

B. **Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 359 from US 90A to Jones Creek, Precincts 1 and 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 359 from US 90A to Jones Creek, Precincts 1 and 3.

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

C. **Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 1464 from Shiloh Lakes Drive to SH 99, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM 1464 from Shiloh Lakes Drive to SH 99, Precinct 4.

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

20. **FACILITIES MANAGEMENT & PLANNING:**

A. **Take all appropriate action on Settlement Agreement and Release between Fort Bend County and Blackmon Mooring of Houston, Inc. in the amount of $24,000 for services performed at the Fifth Street Boys & Girls Club. (Fund: Risk Management, Repairs and Maintenance)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Settlement Agreement and Release between Fort Bend County and Blackmon Mooring of Houston, Inc. in the amount of $24,000 for services performed at the Fifth Street Boys & Girls Club. (Fund: Risk Management, Repairs and Maintenance)

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

B. **Take all appropriate action on the First Amendment to Agreement for Professional Materials Testing Services between Fort Bend County and Paradigm Consultants, Inc. for additional geotechnical testing for an amount not to exceed $6,000 at the Sienna Branch Library. (Fund: Facility Bond Project).**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Agreement for Professional Materials Testing Services between Fort Bend County and Paradigm Consultants, Inc. for additional geotechnical testing for an amount not to exceed $6,000 at the Sienna Branch Library. (Fund: Facility Bond Project).

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

21. **HEALTH & HUMAN SERVICES – CLINICAL HEALTH: Take all appropriate action on Program Agreement between Fort Bend County and Angelo State University to provide student clinical experience (preceptorship) for a nursing student through the County's Clinical Health Service programs.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Program Agreement between Fort Bend County and Angelo State University to provide student clinical experience (preceptorship) for a nursing student through the County's Clinical Health Service programs.

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

22. **INFORMATION TECHNOLOGY: Take all appropriate action on request to reclassify Position No. 5031-0018, Project Manager, Grade 14 of the Professional Management Policy Group, to Project Development Analyst, Grade 13 of the Professional Management Policy Group, effective March 7, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to reclassify Position No. 5031-0018, Project Manager, Grade 14 of the Professional Management Policy Group, to Project Development Analyst, Grade 13 of the Professional Management Policy Group, effective March 7, 2009.

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

23. **PUBLIC TRANSPORTATION:**

A. **Take all appropriate action to accept Grant Terms and Conditions from The George Foundation and authorize County Judge to execute Grant No. 2009-0009 in the amount of $126,676 to be used for matching federal funds received by Fort Bend County for rural and urban transportation programs.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept Grant Terms and Conditions from The George Foundation and authorize County Judge to execute Grant No. 2009-0009 in the amount of $126,676 to be used for matching federal funds received by Fort Bend County for rural and urban transportation programs.

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

B. **Take all appropriate action to execute Contract Amendment No 1 for Section 5311 Rural Transportation Program Contract No. 51812F7259, State Project No. RPT 0805(12)30, to amend the project budget, with no impact on local match.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to execute Contract Amendment No 1 for Section 5311 Rural Transportation Program Contract No. 51812F7259, State Project No. RPT 0805(12)30, to amend the project budget, with no impact on local match.

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

24. **PURCHASING:**

A. **Take all appropriate action on Amendment to Consulting Services Agreement between Fort Bend County and K. R. Moore & Associates for compensation review services.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Amendment to Consulting Services Agreement between Fort Bend County and K. R. Moore & Associates for compensation review services.

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

Item 24 continued – Purchasing:

B. **Take all appropriate action on Oil, Gas, and Mineral Lease between Fort Bend County and Fulshear Oil & Gas Partners, L.P., pursuant to RFP #09-018.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Oil, Gas, and Mineral Lease between Fort Bend County and Fulshear Oil & Gas Partners, L.P., pursuant to RFP #09-018.

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

C. **Take all appropriate action to authorize contract negotiations on design/build four story parking garage project pursuant to SOQ #09-042.**

Pass.

D. **Take all appropriate action to suspend contract negotiations with Engineered Air Balancing and authorize negotiations with the next highest evaluated firm, Systems Commissioning.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to suspend contract negotiations with Engineered Air Balancing and authorize negotiations with the next highest evaluated firm, Systems Commissioning.

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

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

1) **Bid #09-043 for the purchase and installation of carpet;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-043 for the purchase and installation of carpet to Gomez Floor Covering.

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

2) **Bid #09-044 for elevator maintenance at Jail;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-044 for elevator maintenance at Jail to A & F Elevator at $2300.00 per month.

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

Item 24E continued – Purchasing:

3) **Bid #09-045 for toner and ink cartridges;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-045 for toner and ink cartridges to M & B supplies Inc. for all sections.

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

4) **Bid #09-046 for purchase of culverts;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-046 for purchase of culverts to low bidder per section.

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

5) **Bid #09-047 for purchase of bridge materials;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-047 for purchase of bridge materials to Conroe Wood Products based on current usage.

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

6) **Bid #09-048 for purchase of earthen type road materials;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-048 for purchase of earthen type road materials to all bidders meeting specifications.

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

7) **Bid #09-049 for purchase of chemical type road materials;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-049 for purchase of chemical type road materials to all bidders meeting specifications.

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

Item 24E continued – Purchasing:

8) **Bid #09-051 for ambulance modules;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-051 for ambulance modules to Frazer Inc. for 4 modules for EMS for a total of $315,800.00.

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

9) **Bid #09-052 for fasteners and miscellaneous shop supplies.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-052 for fasteners and miscellaneous shop supplies to Sunbelt Fasteners for Section 1 and Grayson Industries for Section 2.

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

25. **ROAD & BRIDGE: Take all appropriate action on Easement between Fort Bend County (Grantor) and CenterPoint Energy Houston Electric, LLC (Grantee) to provide power to the proposed Bulk Fuel Facility under construction at the Fort Bend County Fairgrounds.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Easement between Fort Bend County (Grantor) and CenterPoint Energy Houston Electric, LLC (Grantee) to provide power to the proposed Bulk Fuel Facility under construction at the Fort Bend County Fairgrounds.

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

26. **SHERIFF'S OFFICE: Take all appropriate action on request to modify Position No. 5601-0093 from Sheriff (Detention), Medical Officer I, Grade 9 of the Public Health Policy Group, to HR Clerk, (Enforcement), Grade 6 of the Administrative/Clerical Policy Group, effective March 7, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to modify Position No. 5601-0093 from Sheriff (Detention), Medical Officer I, Grade 9 of the Public Health Policy Group, to HR Clerk, (Enforcement), Grade 6 of the Administrative/Clerical Policy Group, effective March 7, 2009.

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

27. **SPECIAL SERVICES: Take all appropriate action to authorize application by Resolution to the U. S. Department of Justice, Office of Justice Programs, for grant funding in the amount of $250,000 for a Justice and Mental Health Collaboration Program for use from 2010 through 2012, with a twenty percent in-kind match. (Fund: Sheriff and Texana Center)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize application by Resolution to the U. S. Department of Justice, Office of Justice Programs, for grant funding in the amount of $250,000 for a Justice and Mental Health Collaboration Program for use from 2010 through 2012, with a twenty percent in-kind match. (Fund: Sheriff and Texana Center)

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

28. **Approve Bills.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $4,730,018.84.

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

29. **Authorize Auditor to pay and release time-sensitive bills on March 12, 2009, to be ratified by Commissioners Court on March 17, 2009.**

Moved by Commissioner Meyers, 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 March 12, 2009, to be ratified by Commissioners Court on March 17, 2009.

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

Recess:

Recessed at 1:26 p.m.

30. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
    A. **§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**
        1) **Civil Action No. H-98-0653; The Burlington Northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell); in the United States District Court for the Southern District of Texas, Houston Division.**
        2) **Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.**
    B. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**
        Land Matters, Precinct 4; Parcel 44 A, West Bellfort Mobility Project No. 8.

Closed Session:

Convened at 1:41 p.m.
Adjourned at 1:49 p.m.

Reconvene:

Reconvened at 1:51 p.m.

31. **Reconvene Open Session and consider taking action on the following matters:**
    A. **§ 551.071. Consultation With Attorney.**
        1) **Civil Action No. H-98-0653; The Burlington Northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell); in the United States District Court for the Southern District of Texas, Houston Division.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize transfer of $65,000.00 from non departmental contingency to County Attorney fees and services for fees and expenses to be incurred in Civil Action No. H-98-0653; The Burlington Northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell); in the United States District Court for the Southern District of Texas, Houston Division.

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

Item 31A continued - §551.071. Consultation with Attorney:

2) **Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.**

Pass.

B. **§ 551.072. Deliberation Regarding Real Property.**
Land Matters, Precinct 4; Parcel 44 A, West Bellfort Mobility Project No. 8.

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to purchase from Saturnina Martinez Parcel 44A of the West Bellfort Mobility Project No. 8 in the amount of $2,934.80 plus necessary closing costs not to exceed $3,000.00 with funds from Right of Way and authorize County Judge to sign all necessary documents.

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

32. **Adjournment.**

Commissioners Court adjourned at 1:53 p.m. on Tuesday, March 03, 2009.

5 A, B

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 27, 2009

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

RE: Sienna Village of Bees Creek, Section 1 - Traffic Control Plan
Sienna Village of Waters Lake, Section 12A

Dear Commissioner:

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

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

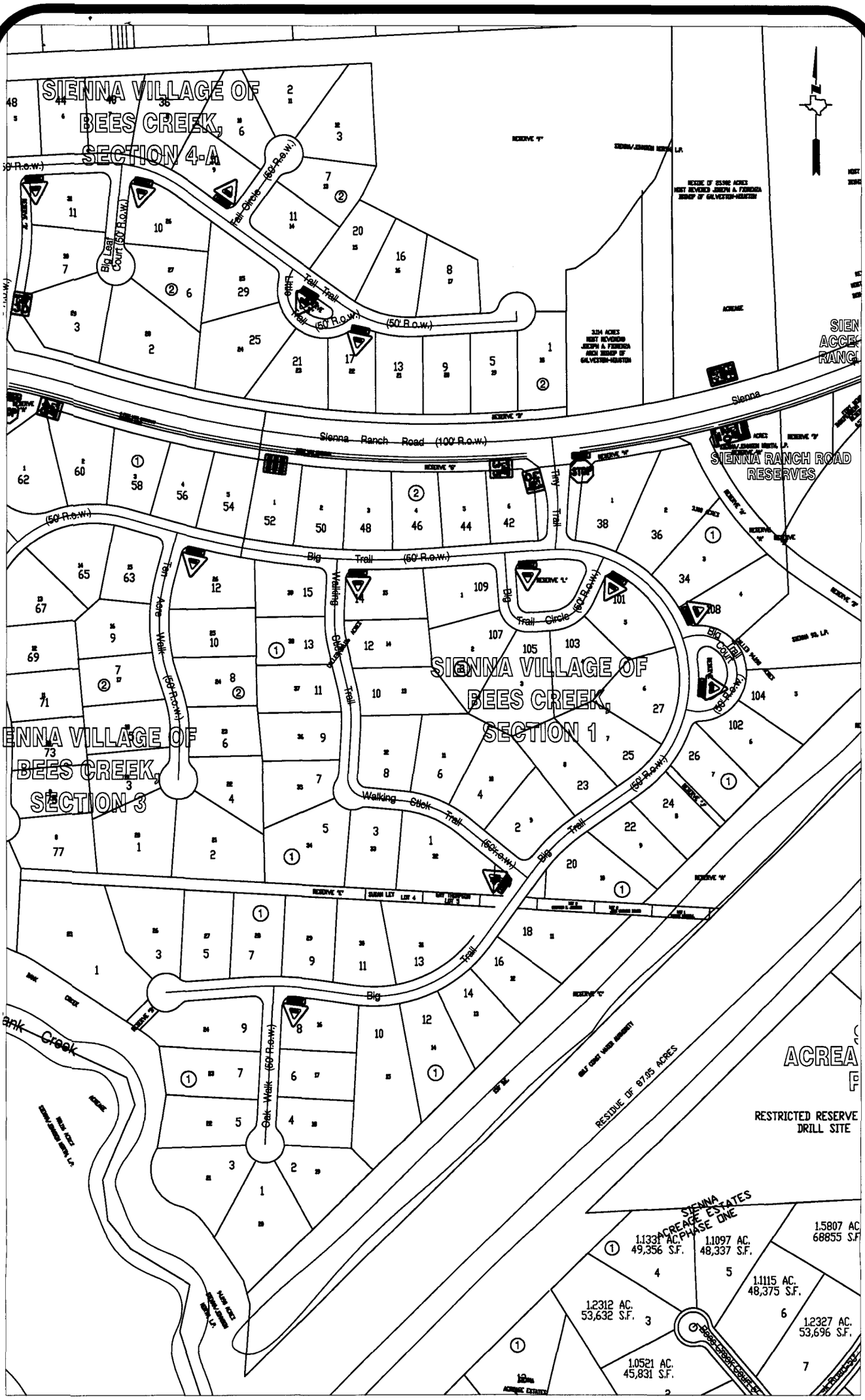
Sincerely,

Nathan Hatcher mjs

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

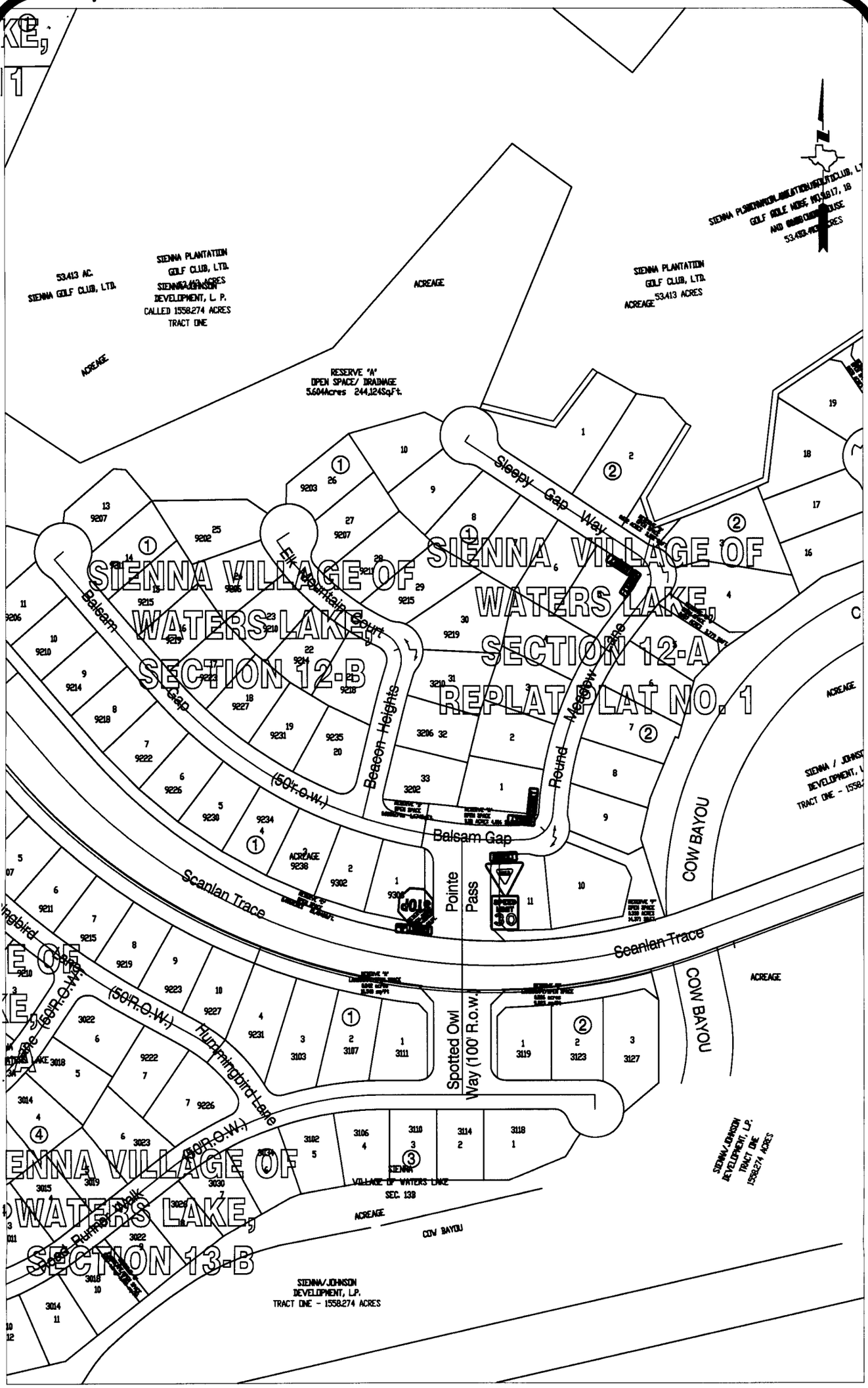
cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



Note:

The purpose of this traffic control plan is to establish traffic control for Sienna Village of Bees Creek, Section 1.

Drawn By: L. Brdecka	**Sienna Village of Bees Creek, Sec. 1 Control Map and Traffic Sign Layout**
Date: 2-27-09	
Approved By: Nathan Hatcher	
Date: 2-27-09	
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 Sienna Village of Water's Lake, section 12-A.

Drawn By:L. Brdecka	Sienna Village of Water's Lake, Section 12-A Control Map and Traffic Sign Layout
Date: 2-27-09	
Approved By: Nathan Hatcher	
Date: 2-27-09	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

6A

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: 02/20/09

Court Date: 03/03/09

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

SUMMARY OF ITEM: **Commissioner Grady Prestage to Miami, Florida, April 29–May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

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

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

Special Handling: _____

6B1

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: 02/25/09

Court Date: 03/03/09

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

SUMMARY OF ITEM: Brenda Patton to Miami, Florida, April 29–May 3, 2009, to attend the National Organization of Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

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

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling: _____

6B2

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 02/20/09

Court Date: 03/03/09

Submitted By: Vincent Mannino
Department: Extension Office #6651
Telephone: 281-342-3034

OUT-OF-STATE TRAVEL AUTHORIZATION:
Extension Office: Approve out-of-state travel request for Sandra Fry, CEA-FCS, to attend the 100th annual AAFCS Conference [Celebrating the Past, Sustaining the Future], in Knoxville, Tennessee, June 23-29, 2009. (Fund 100665100-63200)

Renewal Agreement/Appointment: YES NO ☒

Reviewed by County Attorney's Office: YES NO ☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO

FUNDING SOURCE: Accounting Unit: 100665100 **Account Number: 63200**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Travel

Instructions to submit Agenda Request Form:

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

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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):

6B3

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

Date Submitted: February 25, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: March 3, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM:

Beatrice Galan to San Diego, California, April 19-22, 2009, to attend Lawson User Group Conference. (Fund: Human Resources, Travel)

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):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

Beatrice Galan to San Diego, California, April 19-22, 2009, to attend Lawson CUE 2009. (Fund: Human Resources, Travel)

Special Handling Requested (specify):

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

AGENDA ITEM
6 B 4 a)

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

Aaron Volz

Arlana Haydel

DATE OF DEPARTURE: 2/9/09

DATE OF RETURN: 2/11/09

DESTINATION: Kansas City, MO

PURPOSE OF TRIP: ImageNow System Administrator Training

MODE OF TRANSPORTATION: County Vehicle & Air

FUNDING SOURCE: 100560100 403200

DEPARTMENT HEAD APPROVAL:

Name & Department

DATE:

Signature

APPROVED COMMISSIONERS COURT:

Presiding Official

Date

(Emergency Approval: Date:)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM 6B4b)

TO: COMMISSIONERS COURT

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

Inv. Chris Carlson

April Meyen

DATE OF DEPARTURE: 2/25/2009

DATE OF RETURN: 2/25/2009

DESTINATION: New Orleans, Louisiana

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend county

MODE OF TRANSPORTATION: County Vehicle

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 2/23/2009

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: 2/25/2009

Court Agenda Date: 3/3/2009

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

SUMMARY OF ITEM: Approve the reappointment of Harvey Ludwig on behalf of Precinct 1 and Morris Mitchell on behalf of Precinct 4 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.

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

List Supporting Documents Attached: *Correspondence from Subsidence District*

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 Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Feb 27 2009 13:09 P.01

FORT BEND SUBSIDENCE DISTRICT
P.O. Box 427, Richmond, Texas 77406-0427 (281) 342-3273

December 10, 2008

COUNTY JUDGE
RECEIVED
FEB 19 2009

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

Dear Judge Hebert:

As Deputy General Manager of the Fort Bend Subsidence District, it is my responsibility to notify you that the terms of office of James Clark, Harvey Ludwig, Morris Mitchell, and Jon Strange will expire on January 31, 2009. The Fort Bend County Commissioners Court may reappoint Messrs. Clark, Ludwig, Mitchell and Strange for two-year terms. The law imposes certain qualifications on the members to be appointed by the Commissioners Court. All members must be residents of and qualified voters in the District. Two of the members to be appointed must represent industrial interests; those seats are currently held by Mr. Clark and Mr. Strange. One of the members to be appointed must represent agricultural interests and live in an unincorporated area; that seat is currently held by Mr. Ludwig. Finally, one of the members to be appointed must represent business interests; that seat is currently held by Mr. Mitchell.

Your selection of a director is requested to be made by Friday, January 23, 2009. Please send your letter concerning the action taken by the Fort Bend County Commissioners Court on these appointments.

Your interest in and support of the Subsidence District has been of great value to the District, and I look forward to working with you and your staff in 2009. Please contact me if you have any questions concerning the Board appointments.

Sincerely yours,

Tom Michel
Deputy General Manager

TM/ws

FORT BEND SUBSIDENCE DISTRICT
BOARD OF DIRECTORS

Updated April 2008

*Mailing Address

Carl Briscoe Bentley

*Home Address:	P. O. Box 6 Fulshear, Texas 77441
Home Phone:	**281-346-1177**
Appointed By:	Mayors of Small Cities
Term of Office:	2/1/07-1/31/09

James Clark

*Home Address:	7819 Chasewood Drive Missouri City, Texas 77489
Home Phone:	**281-437-4166**
Cell Phone:	**281-914-6598**
Email:	**jclark@wheelerbc.org**
Business:	Wheeler Ave. Baptist Church 3826 Wheeler Ave. Houston, Texas 77004
Business Phone:	713-748-5240 ext. 132
Appointed By:	Ft. Bend Co. Commissioners Court
Term of Office:	2/1/07-1/31/09

Lee Duggan

*Business Address:	13300 Murphy Road Stafford, Texas 77477
Business Phone:	**281-499-2516**
Cell	**713-249-2846**
Appointed By:	City of Sugar Land
Term of Office:	2/1/07-1/31/09

Joe C. Falsone

*Home Address:	338 Swords Bend Stafford, Texas 77477
Home Phone:	**281-499-1183**
Appointed By:	Mayor, City of Stafford
Term of Office:	2/1/07-1/31/09

Bobby Kunz

*Home Address:	3791 Reeh Road Needville, Texas 77461
Home Phone:	**281-341-5334**
Cell	**713-899-2002**

CO JUDGE BOB HEBERT Fax:2813418609 Feb 27 2009 13:09 P.03

Appointed By: Ft. Bend Co. Commissioners Court
Term of Office: 2/1/08 – 1/31/10

Harvey Ludwig
*Home Address: 831 Finney Vallet Rd.
Rosenberg, Texas 77471
Home Phone: **281-342-6093**
Cell Phone: **713-542-3147**
Email: Ludwigfarm@pdq.net
Appointed By: Ft. Bend Co. Commissioners Court
Term of Office: 2/1/07-1/31/09

Marvin Marcell (Chairman)
*Home Address: 7623 Tiburon Trail
Sugar Land, Texas 77479
Mobile/Voice Mail: **281-685-5504**
Office Phone: **713-647-5799**

Appointed By: Ft. Bend Co. Commissioners Court
Term of Office: 2/1/08 - 1/31/10
Email: mmarcell@group1auto.com

Morris Mitchell
*Business Address: Quail Valley Utility District
3134 Cartwright Rd.
Missouri City, Texas 77459
Office Phone: **281-499-5539**
FAX: 281-261-4509
Email: mrmitchell2@verizon.net
Appointed by: Ft. Bend Co. Commissioners Court
Term of Office: 2/1/07 – 1/31/09

Jon Strange
*Business Address: 722 Pin Oak Road, Suite 202A
Katy, Texas 77494
Business Phone: **281-391-3366**
Cell **713-875-2711**
Fax: 281-391-3375
Email: jstrange@jnsce.com
Appointed By: Ft. Bend Co. Commissioners Court
Term of Office: 2/1/07-1/31/09

William Wallace (Secretary)
Business Address: 707 Travis, 8th Floor North
P. O. Box 2558
Houston, Texas 77002

CO JUDGE BOB HEBERT Fax:2813418609 Feb 27 2009 13:10 P.04

Business Phone:	**713-216-1041**
Cell Phone:	**281-460-8703**
	FAX: 713-216-6710
Email:	william.perry.wallace@chase.com
Appointed By:	Mayor, City of Missouri City
Term of Office:	2/1/08-1/31/10

Jack Wendt

*Home Address:	602 Hillcrest
	Richmond, Texas 77469
Home Phone:	**281-342-2390**
Cell Phone:	**281-389-0295**
Position:	Farmer
Appointed By:	Mayor, City of Richmond
Term of Office:	2/1/07-1/31/09

B. T. Williams, Jr. (Vice-Chairman)

Business Address:	A. O. Phillips & Assoc.
	4615 S.W.Freeway, Ste. 720
	Houston, Texas 77027
Business Phone:	**713-621-8532 ext. 110**
Cell Phone:	**281-642-6717**
*Home Address:	7014 Castleview
	Missouri City, Texas 77489
Home Phone:	281-437-7931
Email:	btwilliams@aophillips.com
Appointed By:	Mayor, City of Houston
Term of Office:	2/1/07-1/31/09

Benny Wleczyk

*Home Address:	1813 Allen Street
	Rosenberg, Texas 77471
Home Phone:	**281-342-6972**
Mobile Phone:	**281-924-9220**
FAX:	281-239-0361
Position:	Farmer
Appointed By:	Mayor, City of Rosenberg
Term of Office:	2/1/07-1/31/09

Harris Galveston Subsidence District	281-486-1105
Fort Bend Subsidence District	281-342-3273
Tom Michel (cell)	281-455-3844

CO JUDGE BOB HEBERT Fax:2813418609 Feb 27 2009 13:10 P.05

8

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

On this the **3rd** day of **March** 2009 , the Commissioners' Court, with the following members being presen

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: **Indigent Healthcare - Inmate Medical** **100450100**

TRANSFER TO:

LINE-ITEM NAME	**LINE-ITEM NUMBER**	**AMOUNT**
Indigent Healthcare - Professional Fees	100640101-63100	$ 250,000
	TOTAL TRANSFERRED TO:	**$ 250,000**

TRANSFER FROM:

LINE-ITEM NAME	**LINE-ITEM NUMBER**	**AMOUNT**
Sheriff Detention - Professional Fees	100512100-63100	$ 250,000
	TOTAL TRANSFERRED FROM:	**$ 250,000**

EXPLANATION: Transfer funds budgeted for inmate medical expenses in the Sheriff's Detention budget to Indigent Healthcare.

Department Head: _____ Date: 2/25/09

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

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

9

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: February 25, 2009

Court Agenda Date: March 03, 2009

Submitted By: Constable A J Dorr
Department: Constable Pct# 1
Phone Number: 281-341-4532

SUMMARY OF ITEM: Record into Minutes the Racial Profiling Annual Report for 2008 from the Fort Bend County Constable Precinct 1 Office.

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

List Supporting Documents Attached: *Invoice# 24221 & 24246*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☒	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:

Racial Profiling Annual Report for 2008 to be recorded into the minuets.
Special Handling Requested (specify):

FORT BEND COUNTY CONSTABLE, PRECINCT 1

Racial Profiling Statistical Report

JANUARY 1, 2008 to DECEMBER 31, 2008

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	53	50.5%	7.3%	274	43.1%	37.7%
Warned (Written)	52	49.5%	5.9%	362	56.9%	41.3%
	105 Total	100.0% of Race	5.6% of all Detentions	636 Total	100.0% of Race	33.7% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	109	62.6%	15.0%	290	42.2%	39.9%
Warned (Written)	65	37.4%	7.4%	397	57.8%	45.3%
	174 Total	100.0% of Race	10.9% of all Detentions	687 Total	100.0% of Race	42.9% of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested		#DIV/0!	#DIV/0!
Released		#DIV/0!	#DIV/0!
Ticketed		#DIV/0!	0.0%
Warned (Written)		#DIV/0!	0.0%
	0 Total	#DIV/0! of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	45.3%	728
Warned (Written)	54.7%	876
	100.0%	1602

AS PER ORIGINAL

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search		0.0%	0.0%	1	0.4%	10.0%
No Search	105	100.0%	14.0%	263	96.0%	35.0%
Probable Cause Search		0.0%	0.0%	10	3.6%	58.8%
	105 Total	100.0% of Race	13.9% of all Detentions	274 Total	100.0% of Race	36.2% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search	4	3.7%	40.0%	5	1.7%	50.0%
No Search	93	90.8%	13.2%	284	97.9%	37.8%
Probable Cause Search	6	5.5%	35.3%	1	0.3%	5.9%
	109 Total	100.0% of Race	14.5% of all Detentions	290 Total	100.0% of Race	37.3% of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search		#DIV/0!	0.0%
No Search		#DIV/0!	0.0%
Probable Cause Search		#DIV/0!	0.0%
	0 Total	#DIV/0! of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	1.3%	10
No Search	96.5%	751
Probable Cause Search	2.2%	17
	100.0%	778

AS PER ORIGINAL

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed	25	23.6%	8.1%	102	16.0%	33.0%
Hazardous Traffic	Warned (Written)	33	31.4%	5.7%	216	34.0%	37.0%
Investigation	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed		0.0%	0.0%	4	0.6%	50.0%
Investigation	Warned (Written)	5	4.8%	6.3%	59	9.3%	74.7%
Non-Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	28	26.7%	6.8%	168	26.4%	41.1%
Non-Hazardous Traffic	Warned (Written)	14	13.3%	6.5%	87	13.7%	40.7%
		105 Total	100.0% of Race	5.6% of all Detentions	636 Total	100.0% of Race	33.7% of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed	48	27.6%	15.5%	134	19.5%	43.4%
Hazardous Traffic	Warned (Written)	46	26.4%	7.9%	288	41.9%	49.4%
Investigation	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed	3	1.7%	37.5%	1	0.1%	12.5%
Investigation	Warned (Written)	3	1.7%	3.8%	12	1.7%	15.2%
Non-Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	58	33.3%	14.2%	155	22.6%	37.9%
Non-Hazardous Traffic	Warned (Written)	16	9.2%	7.5%	97	14.1%	45.3%
		174 Total	100.0% of Race	10.9% of all Detentions	687 Total	100.0% of Race	42.8% of all Detentions

AS PER ORIGINAL

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested		#DIV/0!	#DIV/0!
Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed		#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%
Investigation	Arrested		#DIV/0!	#DIV/0!
Investigation	Released		#DIV/0!	#DIV/0!
Investigation	Ticketed		#DIV/0!	0.0%
Investigation	Warned (Written)		#DIV/0!	0.0%
Non-Hazardous Traffic	Arrested		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed		#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%
		0 Total	#DIV/0! of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	19.3%	308
Hazardous Traffic	Warned (Written)	34.4%	553
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.5%	8
Investigation	Warned (Written)	4.9%	79
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	25.5%	409
Non-Hazardous Traffic	Warned (Written)	13.4%	214
		100.0%	1602

FT BEND CONSTABLE 1 PAGE 06/06

Feb 24 2009 11:40 P.09

CO JUDGE BOB HEBERT Fax:2813418609

02/24/2009 11:11 2813414545

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: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 08-10-020 (Pay Estimate No.8) in the amount of $43,100.00 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.

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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):

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

INVOICE

Invoice No. 08-10-020
Term: Net 30 Days

November 7, 2008

Eighth 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) =	$ 5,900.00
II.	**Preliminary Surveying Phase Services (Budget $80,000.00)**	
	Total Due this Invoice (68% Complete) =	$ 4,800.00
III.	**Final Design Phase Service (Budget $324,000.00)**	
	Total Due this Invoice (10% Complete) =	$ 32,400.00
IV.	**Bidding and Construction Phase (Budget $48,000.00)**	
	Total Due this Invoice (0% Complete) =	$ 0.00
V.	**Geotechnical Investigation (Budget $14,950.00)**	
	Total Due this Invoice (90% Complete) =	$ 0.00
	Total Amount Due =	**$ 43,100.00**

THANK YOU!

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
Total Remaining for Completion of Project =	$ 366,695.00

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: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 08-11-015 (Pay Estimate No.09) in the amount of $41,825.50 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. 08-11-015
Term: Net 30 Days

December 4, 2008

Ninth 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 (70% Complete) =	$ 1,600.00
III.	**Final Design Phase Service (Budget $324,000.00)**	
	Total Due this Invoice (22% Complete) =	$ 38,880.00
IV.	**Bidding and Construction Phase (Budget $48,000.00)**	
	Total Due this Invoice (0% Complete) =	$ 0.00
V.	**Geotechnical Investigation (Budget $14,950.00)**	
	Total Due this Invoice (99% Complete) =	$ 1,345.50
	Total Amount Due =	**$ 41,825.50**

THANK YOU!

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
Total Remaining for Completion of Project =	$ 324,869.50

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: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 08-12-018 (Pay Estimate No.10) in the amount of $159,669.50 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.
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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):

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

INVOICE

Invoice No. 08-12-018
Term: Net 30 Days

January 5, 2009

Tenth 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 (75% Complete) =	$ 4,000.00
III.	**Final Design Phase Service (Budget $324,000.00)**	
	Total Due this Invoice (70% Complete) =	$ 155,520.00
IV.	**Bidding and Construction Phase (Budget $48,000.00)**	
	Total Due this Invoice (0% Complete) =	$ 0.00
V.	**Geotechnical Investigation (Budget $14,950.00)**	
	Total Due this Invoice (100% Complete) =	$ 149.50
	Total Amount Due =	**$159,669.50**

THANK YOU!

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
Total Remaining for Completion of Project =	$ 165,200.00

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: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 09-01-022 (Pay Estimate No.11) in the amount of $66,400.00 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.
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☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

INVOICE

Invoice No. 09-01-022
Term: Net 30 Days

February 11, 2009

Eleventh 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 (77% Complete) =	$ 1,600.00
III.	**Final Design Phase Service (Budget $324,000.00)**	
	Total Due this Invoice (90% Complete) =	$ 64,800.00
IV.	**Bidding and Construction Phase (Budget $48,000.00)**	
	Total Due this Invoice (0% Complete) =	$ 0.00
V.	**Geotechnical Investigation (Budget $14,950.00)**	
	Total Due this Invoice (100% Complete) =	$ 0.00
	Total Amount Due =	**$ 66,400.00**

THANK YOU!

OK

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
Total Remaining for Completion of Project =	$ 98,800.00

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: 02/23/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.16 (Pay Estimate 16) in the amount of $21,385.32 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1,2,3, &4.(Fund: Mobility Bonds) PC04300003845

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- 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):

SCHAUMBURG & POLK, INC.

Management and Administrative Support Services
2007 Fort Bend County Mobility Program

BILLING SUMMARY

Summary Invoice No. 16 Invoice date: 2/17/09
Billing Period: 12/29/08 - 02/01/09

Description	Invoiced To Date	Previously Invoiced	Total This Invoice
General Project Management	$172,511.62	$168,765.86	$3,745.76
703 Falcon Landing Boulevard	$12,896.32	$12,896.32	$0.00
719 Burney Road	$11,469.32	$11,309.32	$160.00
725 Harlem Road South	$29,224.92	$27,874.92	$1,350.00
727 Harlem Road North	$21,029.01	$18,709.01	$2,320.00
732 Greenbusch Road	$66,201.40	$61,518.90	$4,682.50
733 Katy-Gaston Road	$66,422.05	$59,614.55	$6,807.50
734 Katy-Flewellen Road	$42,016.42	$38,571.32	$3,445.10
735 Mason Road	$9,559.31	$9,559.31	$0.00
735A Mason Road Bridge	$754.77	$754.77	$0.00
741 West Bellfort Road	$12,831.79	$12,831.79	$0.00
745 Florence Road	$10,223.81	$10,223.81	$0.00
747 Ransom Road	$20,132.11	$20,132.11	$0.00
769 Brand Lane	$10,323.21	$10,323.21	$0.00
TOTALS	$485,596.06	$463,085.20	$22,510.86
Retainage (5 percent)	($24,279.80)	($23,154.26)	($1,125.54)
NET	**$461,316.26**	**$439,930.94**	**$21,385.32**
			Total Now Due

	Amount	Spent to Date	Remaining
Total Contract	$812,987.00	$485,596.06	$327,390.94

Purchase Order No. PC 04300003845, 10/10/07 ($463,747.00)
Amended 2/16/09 ($349,240.00)

APPROVED

SPI SCHAUMBURG & POLK, INC.

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.00
Invoice No: 0000016

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

Project: 0000300701.00 GENERAL PROJECT MANAGEMENT

FORT BEND COUNTY PROJECT MANAGEMENT
GENERAL PROJECT MANAGEMENT

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount	
COORDINATION WITH COUNTY PPMS					
NAVAS, JUAN C.	1/12/09	1.00	75.00	75.00	
PROGRAM SCHEDULE PPMS					
SADLER, NOVA J.	12/8/08	1.00	75.00	75.00	
SADLER, NOVA J.	12/9/08	2.00	75.00	150.00	
SADLER, NOVA J.	12/10/08	3.00	75.00	225.00	
SADLER, NOVA J.	12/11/08	1.00	75.00	75.00	
SADLER, NOVA J.	12/15/08	2.00	75.00	150.00	
SADLER, NOVA J.	12/17/08	3.00	75.00	225.00	
SADLER, NOVA J.	12/18/08	7.00	75.00	525.00	
SADLER, NOVA J.	12/19/08	6.00	75.00	450.00	
SADLER, NOVA J.	1/26/09	0.50	75.00	37.50	
SADLER, NOVA J.	1/27/09	4.00	75.00	300.00	
INVOICE/PROGRESS REPORT SPI					
DESSENS, MARK C.	1/23/09	2.00	160.00	320.00	
PROGRAM SCHEDULE PPMS					
STONE, MIKE	12/14/08	2.00	160.00	320.00	
STONE, MIKE	12/18/08	1.00	160.00	160.00	
STONE, MIKE	1/30/09	2.00	160.00	320.00	
COORDINATION WITH COUNTY SPI					
DESSENS, MARK C.	12/29/08	2.00	160.00	320.00	
Totals		39.50		3,727.50	
Total Labor					**3,727.50**

Reimbursable Expenses

MILEAGE				7.66	
POSTAGE/SHIPPING				10.60	
Total Reimbursables				**18.26**	**18.26**

Total this invoice **$3,745.76**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	999.00
0000002	12/11/07	1,100.00
0000003	1/16/08	462.50
0000004	2/11/08	430.05
0000005	3/6/08	-121.83
0000006	4/9/08	385.00
0000007	5/13/08	821.02
0000008	6/13/08	583.91
0000009	7/10/08	1,719.25
0000010	8/11/08	241.87
0000011	9/10/08	156.37
0000012	10/9/08	337.75
0000013	11/11/08	376.31
0000014	12/9/08	90.75
0000015	1/15/09	4,157.50
Total		**11,739.45**

Total now due **$15,485.21**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,727.50	149,594.50	153,322.00
Consultant	0.00	19,171.36	19,171.36
Expense	18.26	0.00	18.26
Totals	**3,745.76**	**168,765.86**	**172,511.62**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.02
Invoice No: 0000011

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

Project: 0000300701.02 719 BURNEY ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
719 BURNEY ROAD

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
DESSENS, MARK C.	1/13/09	1.00	160.00	160.00
Totals		1.00		160.00

Total Labor **160.00**

Total this invoice **$160.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	78.75
0000002	1/16/08	82.50
0000003	2/11/08	30.00
0000004	3/6/08	15.00
0000005	4/9/08	60.29
0000006	5/13/08	44.84
0000007	6/13/08	59.13
0000008	7/10/08	115.50
0000009	8/11/08	72.38
0000010	12/8/08	6.75
Total		**565.14**

Total now due **$725.14**

Billings to date	**Current**	**Prior**	**Total**
Labor	160.00	10,478.50	10,638.50
Consultant	0.00	830.82	830.82
Totals	**160.00**	**11,309.32**	**11,469.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.03
Invoice No: 0000015

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

Project: 0000300701.03 725 HARLEM ROAD SOUTH

FORT BEND COUNTY PROJECT MANAGEMENT
725 HARLEM ROAD SOUTH

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	1/6/09	2.00	145.00	290.00
RING, PETER ALVIN	1/7/09	2.00	145.00	290.00
RING, PETER ALVIN	1/8/09	1.00	145.00	145.00
RING, PETER ALVIN	1/9/09	1.00	145.00	145.00
PER SPI				
DESSENS, MARK C.	1/13/09	3.00	160.00	480.00
Totals		9.00		1,350.00

Total Labor **1,350.00**

Total this invoice **$1,350.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	11.25
0000002	1/16/08	55.00
0000003	2/11/08	48.75
0000004	3/6/08	168.15
0000005	4/9/08	26.54
0000006	5/13/08	90.17
0000007	6/13/08	127.76
0000008	7/10/08	177.38
0000009	8/11/08	111.87
0000010	9/10/08	189.10
0000011	10/9/08	65.50
0000012	11/11/08	67.50
0000013	12/8/08	184.28

	0000014	1/13/09	1,410.00		
	Total		**2,733.25**		
				Total now due	**$4,083.25**

Billings to date		**Current**	**Prior**	**Total**
	Labor	1,350.00	25,606.50	26,956.50
	Consultant	0.00	2,233.32	2,233.32
	Expense	0.00	35.10	35.10
	Totals	**1,350.00**	**27,874.92**	**29,224.92**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.04
Invoice No: 0000015

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

Project: 0000300701.04 727 HARLEM ROAD NORTH

FORT BEND COUNTY PROJECT MANAGEMENT
727 HARLEM ROAD NORTH

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	1/12/09	3.00	145.00	435.00
RING, PETER ALVIN	1/13/09	3.50	145.00	507.50
RING, PETER ALVIN	1/15/09	4.50	145.00	652.50
RING, PETER ALVIN	1/16/09	1.00	145.00	145.00
RING, PETER ALVIN	1/26/09	1.00	145.00	145.00
RING, PETER ALVIN	1/29/09	3.00	145.00	435.00
Totals		16.00		2,320.00

Total Labor **2,320.00**

Total this invoice **$2,320.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	119.00
0000002	1/16/08	7.50
0000003	2/11/08	32.50
0000004	3/6/08	75.00
0000005	4/9/08	34.04
0000006	5/13/08	93.92
0000007	6/13/08	41.13
0000008	7/10/08	72.00
0000009	8/11/08	76.12
0000010	9/10/08	158.62
0000011	10/9/08	38.63
0000012	11/11/08	60.37
0000013	12/8/08	74.87

	0000014	1/13/09	1,034.86		
	Total		**1,918.56**		
				Total now due	**$4,238.56**

Billings to date	**Current**	**Prior**	**Total**
Labor	2,320.00	17,791.00	20,111.00
Consultant	0.00	830.82	830.82
Expense	0.00	87.19	87.19
Totals	**2,320.00**	**18,709.01**	**21,029.01**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.05
Invoice No: 0000015

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

Project: 0000300701.05 732 GREENBUSCH ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
732 GREENBUSCH ROAD

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
RING, PETER ALVIN	1/28/09	1.00	145.00	145.00
FINAL DESIGN SPI				
KNESEK, ERIN	12/29/08	3.00	125.00	375.00
KNESEK, ERIN	1/5/09	1.50	125.00	187.50
KNESEK, ERIN	1/7/09	1.00	125.00	125.00
KNESEK, ERIN	1/12/09	1.50	125.00	187.50
KNESEK, ERIN	1/13/09	2.00	125.00	250.00
KNESEK, ERIN	1/14/09	1.50	125.00	187.50
KNESEK, ERIN	1/19/09	2.00	125.00	250.00
KNESEK, ERIN	1/20/09	2.00	125.00	250.00
KNESEK, ERIN	1/26/09	1.00	125.00	125.00
KNESEK, ERIN	1/27/09	2.00	125.00	250.00
KNESEK, ERIN	1/28/09	1.00	125.00	125.00
KNESEK, ERIN	1/30/09	5.00	125.00	625.00
FINAL DESIGN SPI				
DESSENS, MARK C.	1/21/09	2.00	160.00	320.00
UTILITY COORDINATION SPI				
DESSENS, MARK C.	1/16/09	2.00	160.00	320.00
DESSENS, MARK C.	1/29/09	2.00	160.00	320.00
DESSENS, MARK C.	1/30/09	4.00	160.00	640.00
Totals		34.50		4,682.50

Total Labor **4,682.50**

Total this Invoice **$4,682.50**

Outstanding Invoices

Project: 0000300701.05 732 GREENBUSCH ROAD Invoice No: 0000015

Number	Date	Balance
0000001	12/11/07	137.50
0000002	1/16/08	199.00
0000003	2/11/08	208.75
0000004	3/6/08	304.90
0000005	4/9/08	141.68
0000006	5/13/08	107.67
0000007	6/13/08	487.01
0000008	7/10/08	424.63
0000009	8/11/08	95.62
0000010	9/10/08	72.00
0000011	10/9/08	85.00
0000012	11/11/08	309.75
0000013	12/8/08	243.15
0000014	1/13/09	5,185.50
Total		**8,002.16**

Total now due **$12,684.66**

Billings to date	**Current**	**Prior**	**Total**
Labor	4,682.50	58,754.00	63,436.50
Consultant	0.00	2,579.82	2,579.82
Expense	0.00	185.08	185.08
Totals	**4,682.50**	**61,518.90**	**66,201.40**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.06
Invoice No: 0000015

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

Project: 0000300701.06 733 KATY-GASTON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
733 KATY-GASTON ROAD

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount	
CONSULTANT NEGOTIATIONS SPI					
RING, PETER ALVIN	1/5/09	2.00	145.00	290.00	
RING, PETER ALVIN	1/6/09	2.00	145.00	290.00	
RING, PETER ALVIN	1/8/09	1.00	145.00	145.00	
FINAL DESIGN SPI					
RING, PETER ALVIN	12/29/08	4.00	145.00	580.00	
RING, PETER ALVIN	12/30/08	4.00	145.00	580.00	
RING, PETER ALVIN	12/31/08	4.00	145.00	580.00	
RING, PETER ALVIN	1/5/09	3.00	145.00	435.00	
RING, PETER ALVIN	1/9/09	2.00	145.00	290.00	
RING, PETER ALVIN	1/13/09	3.00	145.00	435.00	
RING, PETER ALVIN	1/14/09	2.50	145.00	362.50	
RING, PETER ALVIN	1/15/09	1.00	145.00	145.00	
RING, PETER ALVIN	1/19/09	2.50	145.00	362.50	
RING, PETER ALVIN	1/22/09	4.00	145.00	580.00	
RING, PETER ALVIN	1/26/09	1.50	145.00	217.50	
RING, PETER ALVIN	1/28/09	1.00	145.00	145.00	
RING, PETER ALVIN	1/30/09	3.00	145.00	435.00	
FINAL DESIGN SPI					
KNESEK, ERIN	1/9/09	1.00	125.00	125.00	
FINAL DESIGN SPI					
DESSENS, MARK C.	1/27/09	3.00	160.00	480.00	
Totals		44.50		6,477.50	
Total Labor					**6,477.50**

Consultants

Other Consultants				330.00	
Total Consultants				**330.00**	**330.00**

Total this invoice **$6,807.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	192.50
0000002	1/16/08	25.00
0000003	2/11/08	191.25
0000004	3/6/08	170.75
0000005	4/9/08	134.04
0000006	5/13/08	102.17
0000007	6/13/08	124.63
0000008	7/10/08	178.12
0000009	8/11/08	146.12
0000010	9/10/08	234.75
0000011	10/9/08	185.49
0000012	11/11/08	691.18
0000013	12/8/08	401.60
0000014	1/13/09	3,532.50
Total		**6,310.10**

Total now due **$13,117.60**

Billings to date	**Current**	**Prior**	**Total**
Labor	6,477.50	58,675.50	65,153.00
Consultant	330.00	830.82	1,160.82
Expense	0.00	108.23	108.23
Totals	***6,807.50***	***59,614.55***	***66,422.05***

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

February 10, 2009
Project No: 0000300701.07
Invoice No: 0000015

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

Project: 0000300701.07 734 KATY-FLEWELLEN ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
734 KATY-FLEWELLEN ROAD

Professional services from December 29, 2008 to February 1, 2009

Professional Personnel

		Hours	Rate	Amount	
FINAL DESIGN SPI					
RING, PETER ALVIN	1/28/09	1.00	145.00	145.00	
FINAL DESIGN SPI					
KNESEK, ERIN	12/30/08	3.00	125.00	375.00	
KNESEK, ERIN	1/5/09	1.50	125.00	187.50	
KNESEK, ERIN	1/15/09	4.00	125.00	500.00	
KNESEK, ERIN	1/16/09	2.50	125.00	312.50	
KNESEK, ERIN	1/19/09	2.00	125.00	250.00	
KNESEK, ERIN	1/23/09	1.00	125.00	125.00	
KNESEK, ERIN	1/26/09	1.00	125.00	125.00	
KNESEK, ERIN	1/28/09	1.00	125.00	125.00	
KNESEK, ERIN	1/29/09	5.00	125.00	625.00	
FINAL DESIGN SPI					
DESSENS, MARK C.	1/20/09	2.00	160.00	320.00	
UTILITY COORDINATION SPI					
DESSENS, MARK C.	1/15/09	2.00	160.00	320.00	
Totals		26.00		3,410.00	
Total Labor					**3,410.00**

Reimbursable Expenses

MILEAGE				35.10	
Total Reimbursables				**35.10**	**35.10**

Total this invoice **$3,445.10**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	130.00

0000002	1/16/08	75.00	
0000003	2/11/08	96.25	
0000004	3/6/08	161.25	
0000005	4/9/08	110.44	
0000006	5/13/08	98.00	
0000007	6/13/08	142.38	
0000008	7/10/08	203.63	
0000009	8/11/08	101.25	
0000010	9/10/08	100.13	
0000011	10/9/08	158.25	
0000012	11/11/08	319.87	
0000013	12/8/08	90.70	
0000014	1/13/09	2,835.00	
Total		**4,622.15**	

Total now due **$8,067.25**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,410.00	37,036.50	40,446.50
Consultant	0.00	1,534.82	1,534.82
Expense	35.10	0.00	35.10
Totals	**3,445.10**	**38,571.32**	**42,016.42**

10 D

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT (S) CAN BE RELEASED UPON ORDER OF COMMISSIONER COURT:

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

_____ **$** _____

Name: _____

CASHIER'S CHECK

002841 **$** 5,000.

Name: Raus Construction LTD.

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

83397 S. Fry Road

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Raus Construction, LTD

Address: 1181 Brittmoore Suite 100

City/State/Zip: Houston, Tx. 77043

John A. Raus

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-3-09 **#** 10D

DATE OF RETURN: _____

BY: Sherry Fion

DEPUTY COUNTY CLERK

	LOGIC – Fort Bend County Clerk					
	3/2/2009	Balance	February Interest	Reinvestment	March	Balance
Cause #	Name	February 27, 2009	Earnings	For 3/1/09	Dep/With	March 31, 2009
C 15758	Ramirez, Albert	0.00	0.00	0.00		0.00
C 25833	Ramirez, Danielle	0.00	0.00	0.00		0.00
P 17220A	Ramirez, Elizabeth Delia - BOND*	10.46	0.01	10.47		10.47
P 16134A	Rapsch, Bonnie - BOND*	32.17	0.02	32.19		32.19
P 15993	Rasor, Robert T. - BOND*	12.64	0.01	12.65		12.65
P 83397	Raus Construction Ltd.	5,211.51	3.69	5,215.20		5,215.20
08-CPR-021111	Raven, Mary - BOND*	10.07	0.01	10.08		10.08
P 19571	Ray, Beverly - BOND*	169.73	0.12	169.85		169.85
08-CCV-036117	Raynal, Kate	1,000.00	0.71	1,000.71		1,000.71
P 08646	Ready, Thomas Edward - BOND*	168.95	0.12	169.07		169.07
P 19977	Reaves, Curtis A.	0.00	0.00	0.00		0.00
P 19977	Reaves, James Lloyd	68,762.41	48.65	68,811.06		68,811.06
P 17043	Reed, Albert	608.47	0.43	608.90		608.90
P 18715	Reed, David - BOND*	117.34	0.08	117.42		117.42
P19977	Reeves, Curtis A.	0.00	0.00	0.00		0.00
P 15647	Reeves, Sandra L. - BOND*	270.10	0.19	270.29		270.29
# 81559	Regas Contracting, Inc.	3,420.09	2.42	3,422.51		3,422.51
P 10390	Reiches, Jennie	71,144.28	50.34	71,194.62		71,194.62
P 18080	Reichwein, Judy - BOND*	118.81	0.08	118.89		118.89
P 20433	Relia, Ann Scott - BOND*	105.62	0.07	105.69		105.69
C 20531	Rendon, Nikki	0.00	0.00	0.00		0.00
C 27220	Rendon, Christine	0.00	0.00	0.00		0.00
C 27220	Rendon, Jennifer	546.95	0.39	547.34		547.34
C 27220	Rendon, Nikki	0.00	0.00	0.00		0.00
08CPR021544	Rice, Christopher V.	2,090.25	1.48	2,091.73		2,091.73
P 20126	Rice, Cynthia Lynn - BOND	36.20	0.03	36.23		36.23
P 06552	Rich, Janice - BOND*	118.61	0.08	118.69		118.69
P 17248	Richards, Bithia	1,516.79	1.07	1,517.86		1,517.86
P 82273	Richland Homes	2,643.98	1.87	2,645.85		2,645.85
P 82305	Richland Homes	2,601.69	1.84	2,603.53		2,603.53
P 18912	Ridley, Charlotte Elizabeth - BOND*	116.23	0.08	116.31		116.31
07ccv034707	Tios, Alyssa	1,079.98	0.76	1,080.74		1,080.74
07CCV034707	Rios, joseph Jr.	828.72	0.59	829.31		829.31
P 16718	Rivas, Martha Lillian Rivera - BOND*	122.71	0.09	122.80		122.80
P 16508	Rivera, Amanda Kay - BOND*	0.00	0.00	0.00		0.00
07-CPR-020762	Roane, Grant - BOND*	519.16	0.37	519.53		519.53
08-CPR-021141	Roberson, Danielle Lanette	1,471.71	1.04	1,472.75		1,472.75
P 16657	Roberson, Rita Ann Brady - BOND*	120.73	0.09	120.82		120.82
P 6758	Roberts, Glynn Ray - BOND*	106.06	0.08	106.14		106.14
P 06758	Roberts, Linda - BOND*	11.93	0.01	11.94		11.94
08-CPR-021405	Robinson, Brittany Rayanne Turner	4,987.76	3.53	4,991.29		4,991.29
P 20681	Robinson, Michelle K - BOND*	103.40	0.07	103.47		103.47
07-CPR-020762	Robinson, Patricia W.- BOND*	519.16	0.37	519.53		519.53
08-CPR-021405	Robinson, River Anthony Bruce Turner	4,987.76	3.53	4,991.29		4,991.29
P 19759	Robinson, Shamin - BOND*	11.10	0.01	11.11		11.11
P 15208	Robinson, Will Coleman - BOND*	142.14	0.10	142.24		142.24
P 20311	Rodriguez, Danny	44,502.85	31.49	44,534.34		44,534.34
P 20308	Rodriguez, Eddie	44,502.85	31.49	44,534.34		44,534.34
P 20310	Rodriguez, Jessie	44,502.85	31.49	44,534.34		44,534.34
P 15532	Rodriguez, Julian - BOND*	0.00	0.00	0.00		0.00
P 20312	Rodriguez, Michael	0.00	0.00	0.00		0.00
P 20309	Rodriguez, Nancy	44,502.85	31.49	44,534.34		44,534.34
P 18550	Rodriguez, Ruben (II)	0.00	0.00	0.00		0.00
07-CPR-020275	Rooke, Zachary Elliot - BOND*	1,011.44	0.72	1,012.16		1,012.16
P 19988	Rothschild, Herbert E, Jr. - BOND*	0.00	0.00	0.00		0.00
P 19544	Roy, Walker - BOND*	106.06	0.08	106.14		106.14

Home

LOGIC
ACH Transfer

Confirmation

Account: [redacted]

DIANNE WILSON
General Fund

Amount of ACH Transfer: $ 5,215.20

Type of Transaction: Withdrawal

Today's Date: 03/04/2009

Current Time: 09:26:18 AM (Eastern)

Effective Date: 03/05/2009

Confirmation Number: 03040007

Would you like to make another ACH Transfer?

Yes No

Submit

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR WITHDRAWALS

Logic fax 214-953-8878

DATE: 3-4-09

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: (281) 341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH WITHDRAWAL(S) AS FOLLOWS:

PERMIT #	ACCOUNT NAME	AMOUNT
P83397	Rams Construction Ltd	5,215.20

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: Sherry Fisk PHONE NO.: 281-344-3952

CONFIRMATION NUMBER 03040007 DATE 3-5-09

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

FBC COUNTY CLERK Fax:2813418697

** Transmit Conf.Report **

P.1 Mar 4 2009 8:40

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
S002 LOGIC	NORMAL	4, 8:40	0'15"	1	# 0 K	

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
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P83397	Rams Construction Ltd	5,215.20

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: Sherry Fisk PHONE NO.: 281-344-3952

Disbursement Worksheet

Permit#: 83397
Style: S. Fry Road
CCM Date: 3/3/09 Item #10D

Current Ending Total in LOGIC	$	5,215.20	
Deposit 10/4/07	$	5,000.00	
TOTAL INTEREST ACCRUED	$	215.20	
Total Interest	$	215.20	
X 10%		10%	
Administration fee to the County Clerk	$	21.52	
Current Ending Total in LOGIC	$	5,215.20	
Less Administration fee	$	21.52	
TOTAL FUNDS TO: Raus Construction, Ltd.	$	5,193.68	
Total Interest	$	215.20	
Less Administration Fee	$	21.52	
Total Interest to Customer	$	193.68	
Administration fee to the County Clerk	$	21.52	CK# 5140
Funds to Customer: Raus Construction, Ltd.	$	5,193.68	CK# 5141
Current Ending Total in LOGIC	$	5,215.20	
Current Ending Total in LOGIC	$	5,215.20	

Bookkeeper: EAM Date: 3/4/09
Admin Svs Coordinator: SF Date: 3-4-09
Auditor Approval: [illegible] Date: 3-4-09

000002
232578

Remittance Advise - Please Detach before Depositing
Fort Bend County Clerk Registry Fund

Check No.: 5141
Check Date: 03/09/09

Vendor: RAUS CONSTRUCTION LTD

Invoice Number	Invoice Date	Description	Amount	Discount	Net Amount
030909-5 P83397-PERMIT #83397 - S. FRY ROAD CCM 3/3/09 ITEM #10D	03/09/09		5193.68	0.00	5193.68
Totals			5193.68	0.00	5193.68

Questions call 281-341-3760

Fort Bend County Clerk Registry Fund
301 Jackson St.
Richmond, Texas 77469-3108
281-341-8652 / cclerk@co.fort-bend.tx.us

Prosperity Bank
Sugar Land, Texas 77478

Check No.: 5141
Check Date: 03/09/09

Five Thousand One Hundred Ninety-Three and 68/100 Dollars ******5193.68

VOID

PAY TO THE ORDER OF RAUS CONSTRUCTION LTD
1181 BRITTMORE SUITE 100
HOUSTON TX 77043

BY: _____

VOID

BY: _____

This is a copy non-negotiable

000001
232577

Remittance Advise - Please Detach before Depositing
Fort Bend County Clerk Registry Fund

Check No.: 5140
Check Date: 03/09/09

Vendor: FORT BEND COUNTY CLERK

Invoice Number	Invoice Date	Description	Amount	Discount	Net Amount
030909-4 P83397-PERMIT #83397 - S. FRY ROAD CCM 3/3/09 ITEM #10D	03/09/09		21.52	0.00	21.52
Totals			21.52	0.00	21.52

Questions call 281-341-3760

Fort Bend County Clerk Registry Fund
301 Jackson St.
Richmond, Texas 77469-3108
281-341-8652 / cclerk@co.fort-bend.tx.us

Prosperity Bank
Sugar Land, Texas 77478

Check No.: 5140
Check Date: 03/09/09

Twenty-One and 52/100 Dollars ********21.52

VOID

PAY TO THE ORDER OF FORT BEND COUNTY CLERK
301 JACKSON
RICHMOND TX 77469

BY: _____

VOID

BY: _____

This is a copy non-negotiable

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

March 11, 2009

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court, March 3, 2009 #10D, for completion of work by Raus Construction LTD, Permit #83397 for S. Fry Road in Fort Bend County. Enclosed is a check in the amount of $5,193.68 to be released to:

Raus Construction LTD
Attn: John Raus
1181 Brittmoore Suite 100
Houston TX 77043

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering Department

10E

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of VERIZON

Job Location REDWOOD AVENUE

Dated 02/23/09 Bond No. 82781 Permit No. 83621 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 Prestage , 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 3-3-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiar
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083621

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

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

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

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

- __X__ Perpetual bond currently posted.
  No. 82781
  Amount $150,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ **(4)** _____
Drainage District Approval when applicable

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

_____ 02/23/2009
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. 5404-3P0A0FL
PERMIT NO. 83621 PCT. NO. 1
BOND NO. 82781

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Redwood Ave	133' west of intersection of Mistletoe	57'	x			

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Redwood Ave	133' west of Mistletoe	116' west of Mistletoe	17'

General Description

Verizon proposes to bore a communication line across the right of way of Redwood Ave and bury along the right of way for a distance of 17'. Cable to be placed at a minimum of 48 inches below the pavement and 36 inches below ditch flowline. Cable to be placed 3' into the north right of way.

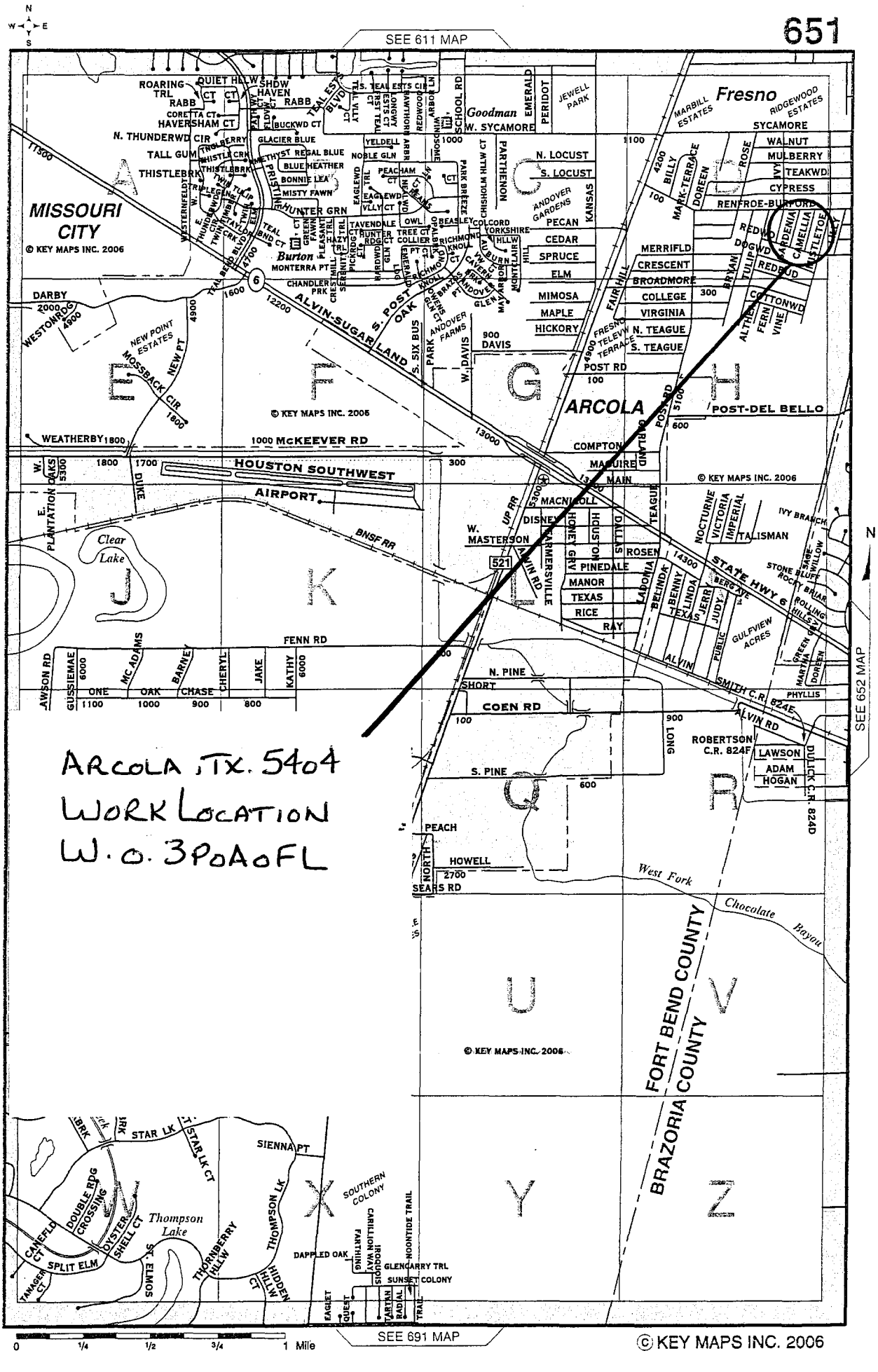
The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or 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.

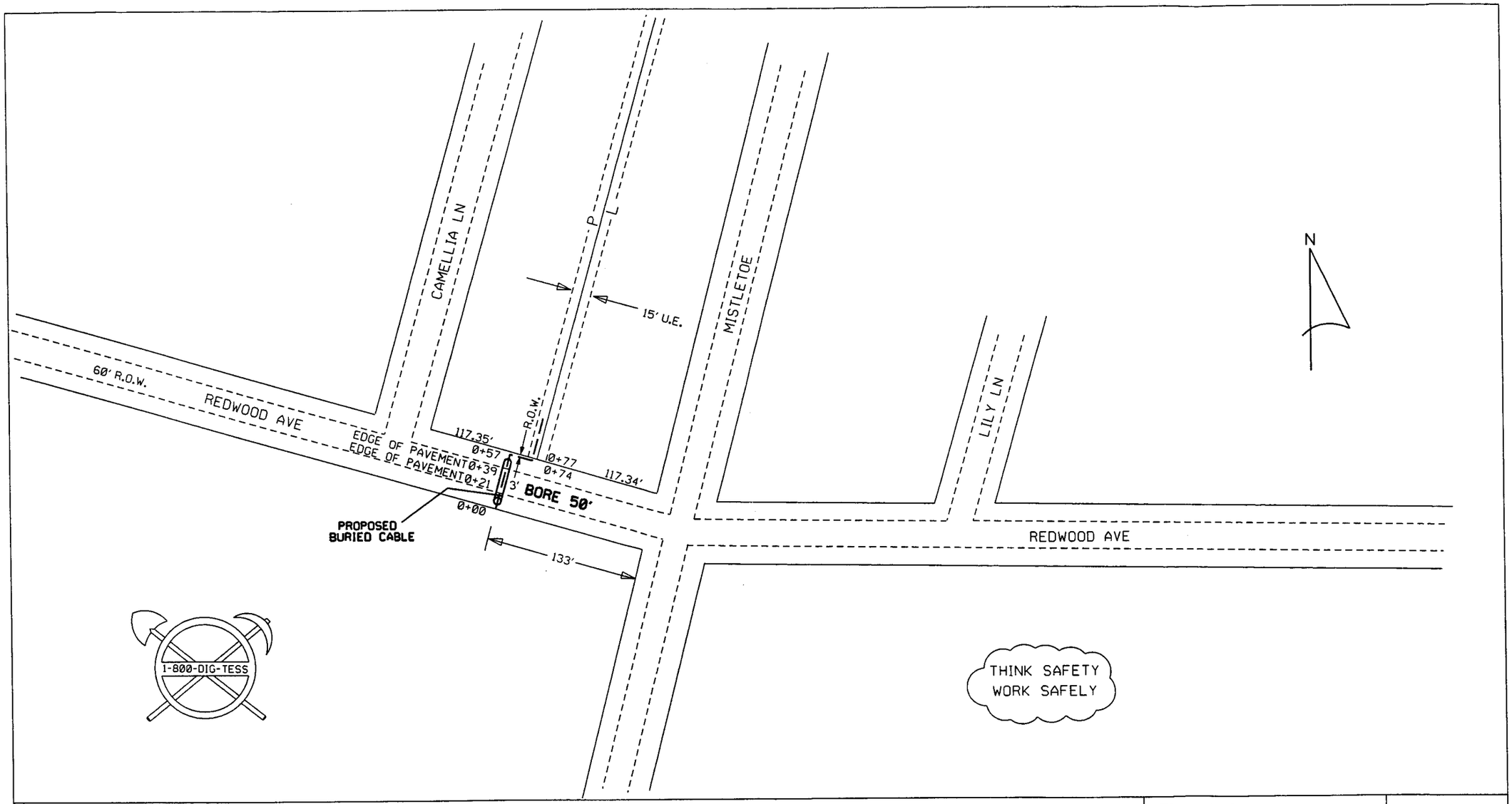
Mail To: Permit Administrator/Fort Bend County Engineering
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: VERIZON
AGENT and/or OWNER
Robert Cucchia
(Signature)
NAME & TITLE: Robert Cucchia – Outside Plant Technician
(Please Print)
DATE: 2-18-09
ADDRESS: 1010 STAFFORDSHIRE RD.
(Street/P.O. Box)
STAFFORD TX. 77477
City State Zip
TELEPHONE NO: 281-499-2574
(accessible 24 hrs/day, 7 days/week)



ARCOLA, TX. 5404
WORK LOCATION
W.O. 3P0A0FL



NOTE AREA——

CABLE TO BE PLACED AT A MINIMUM OF 48 INCHES BELOW THE PAVEMENT AND 36 INCHES BELOW DITCH FLOWLINE

VERIZON 9TS AREA				STATE: TX
DIVISION: SOUTHWEST		EXCH.:		REM. CD.:
W.C.: 4310	WO NO.: 3P0A0FL			CONTROL NUMBER:
TITLE: FORT BEND COUNTY PERMIT				TAX DST.:
TWP:	RNG.:	SEC.:		SAL:
DATE: 02/18/09	REV. DATE:			SCALE: 1"=100'
FILE: WP PERMIT 1	DRWN RC	ENG RC	APRVD	PRINT 1 OF 1

c:\dgn\4310\3P0A0FL\wp1.dgn 2/18/2009 10:36:01 AM

10 F, 6

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

Date Submitted: 02/26/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Change road name from Oilfield Road to Scenic Rivers Drive and Change road name from Oilfield Road to Cabrera Drive,pct.4.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 24, 2009

Commissioner James Patterson
Fort Bend County Precinct 4
12919 Dairy Ashford Road
Sugar Land, Texas 77478

RE: Change road name from Oilfield Road to Scenic Rivers Drive and, Change road name from Oilfield Road to Cabrera Drive

Dear Commissioner:

Per your request we are proceeding with the request to set a public hearing for road name change from Oilfield Road to Scenic Rivers Drive. This road segment runs North and South from the southern right-of-way line of Commonwealth Boulevard to the North right-of-way line of Cabrera Drive, key map page 609 J & N.

2,763.00 LF

Also, to proceed with the request to set a public hearing for road name change from Oilfield Road to Cabrera Drive. This road segment runs East and West from the easterly right-of-way line of Cabrera Drive to the westerly right-of-way line of Manor Drive, key map page 609 N.

1,759.00 LF

This request has been approved by the 911 committee, and areas within the City of Sugar Land city limits will be addressed by the city. A map is attached outlining the area. If you have any questions please do not hesitate to 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
Casey Lyde, FBC GIS Coordinator
File

AS PER ORIGINAL

RECEIVED
FEB 18 2009
PLANNING

PLANNING DEPARTMENT
STREET NAME CHANGE APPLICATION

There is a thirty day review process for all street name change requests

Name of Applicant Charles Howard

Phone: 281-565-9500 **Fax:** _____

Address: 9300 Hwy 90A

Signature: Charles Howard

Date: 2-11-09

Current Street Name: Oilfield Rd

Proposed Street Name: Scenic Rivers Drive

Location of Street: _____

Subdivision: _____ **Blocks Included:** _____

Zoning District: _____

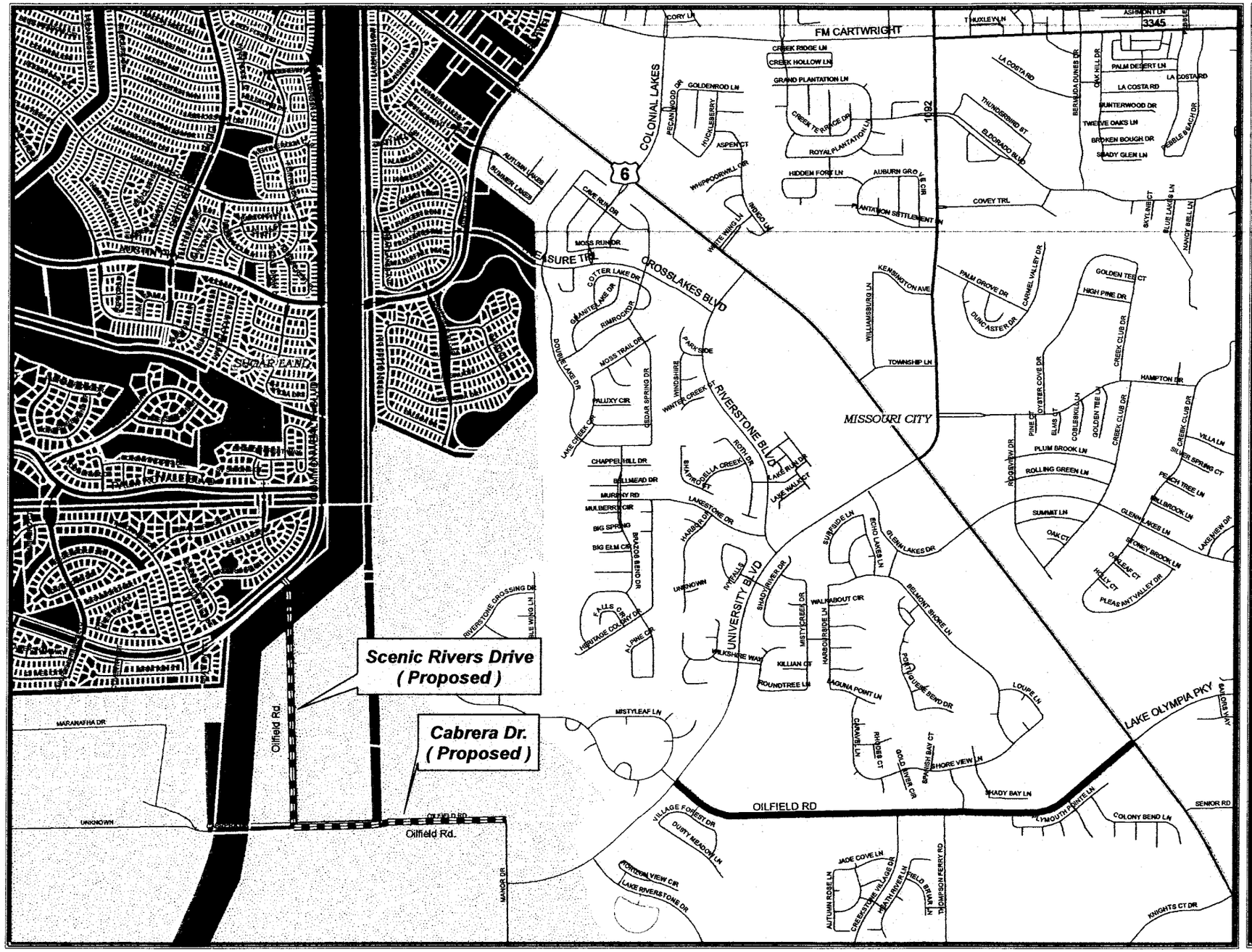
Land Uses located on the Street Pasture, sewer plant, compressor station

Reason for Name Change: Current name used to lead to an oilfield, this is not the case today. New NAME more reflects current area

Submittal Requirements:

- ☐ A letter summarizing justification for the request
- ☐ Check for $60 (non-refundable)
- ☐ Map showing location of street
- ☐ Petition with names of 75% of property owners fronting the street proposed for name change

AS PER ORIGINAL



Fort Bend County

City Limits and ETJs

Fort Bend County GIS - 2008

Legend

- Oilfield Rd
- Proposed Name Change

City Limits

City Limit

- MISSOURI CITY
- SUGAR LAND

City ETJs

CITY

- MISSOURI CITY
- SUGAR LAND

1 in = 0.25 miles

0 0.125 0.25 0.5

Miles

LEGAL DISCLAIMER

This Geographic Information Systems (GIS) Data is a public resource of general information. The information contained was generated from GIS data maintained by Fort Bend County and different sources and agencies. The County of Fort Bend makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the spatial data or database information provided herein. The County of Fort Bend shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made or action taken or not taken by any person relying on any information or data furnished within. If any errors are detected, please contact the GIS Division of Fort Bend County Engineering so they may be corrected.

10 H

RELEASE AUTHORIZATION

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

BOND

Number 58639822 Amount $ 703,900.00

Principal Rio Vista C.M.I., Ltd.

Surety Western Surety Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Rio Vista, Section 1

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Jennie Trapolino
Rio Vista C.M.I., Ltd.
10410 Windermere Lakes Blvd.
Houston, Texas 77065

AGREED:

W. Jon Hagerman
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-3-09 # 10 H
DATE OF RETURN: _____
BY: Sherry Fiske
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 25, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
1517 Ransom Road, Suite 300
Richmond, Texas 77469

RE: Rio Vista, Section 1

Dear Commissioner Morrison:

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

Rio Vista Drive	784.35 LF
Frontera Court	913.80 LF
Dracena Drive	913.40 LF
La Hacienda Drive	910.54 LF
Verano Drive	571.37 LF
Rosa Del Villa Court	653.43 LF
Bahia Vista Drive	564.74 LF
Escambia Way Drive	1,631.93 LF
Allegro Drive	253.43 LF
Pecos Pass Drive	1,026.44 LF
Prado Lane	289.80 LF
Estes Court	106.41 LF
Del Agua Drive	617.92 LF
TOTAL:	9,234.56 LF

The current bond is #58639822 in the amount of $703,900.00 . Release bond to:

Ms. Jennie Trapolino
Rio Vista C.M.I. Ltd.
10401 Windermere Lakes Blvd.
Houston, Texas 77065

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Kirk Williamson, Edminster, Hinshaw, Russ & Associates
Ms. Jennie Trapolino, Rio Vista C.M.I. Ltd.
Mr. A. J. Schubach, Addicks Sevices, Inc.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

March 4, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 3, 2009 #10H for the following:

BOND#	58639822	$703,900.00
PRINCIPAL	Rio Vista CMI Ltd.	
SURETY	Western Surety Company	
CONSTRUCTION PROJECT	Rio Vista Section 1	
RELEASE TO	Rio Vista CMI Ltd. Attn: Jennie Trapolino 10410 Windermere Lakes Blvd Houston TX 77065	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

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: February 25, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 3, 2009
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 28-495-1, in the amount of $15,832.42, from Access Distributors, Inc. for FF&E costs associated with the Jail Expansion.

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

List Supporting Documents Attached: 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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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

18692

Access Distributors, Inc.
Access Furniture Company
9 Summer Street,Suite 305
Franklin, MA 02038-1493
(508)520-0111 • Fax (508)520-6616

INVOICE

INVOICE NO: 28-495-1

DATE: February 2, 2009

732

RECEIVED
FEB - 6 2009
County Auditor

Fort Bend County Auditor
Att: Accounts Payable
301 Jackson Street
Richmond, TX 77469

PO # 25195
R1 52380

CERTIFIED MAIL – TIME SENSITIVE INVOICE FOR PAYMENT

ORDER NUMBER	ORDER DATE	APPROVED BY
25195	12/12/08	Debbie Kaminski

SHIPPING TERMS	PAYMENT TERMS	SHIPMENT DATE
F.O.B. Point: Origin	Net 30 Days	01/30/09

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
6	62	EA	Chair - Norix Model No. C110 Integra Armless Chair	45.97	2,850.14
7	11	EA	Table – Norix Model No. LB4242PT Leg Style Square Plain Table	319.08	3,509.88
8	4	EA	Table – Norix Model No. LB4242GT Leg Style Square Game Table	415.45	1,661.80
10	45	EA	Table – Norix Model No. T245-322 Folding Rectangle Table	150.58	6,776.10
11	1	EA	Chair – Norix Model No. C188 Commandmaster Oversize Chair	1,034.50	1,034.50
			PARTIAL ADVANCED SHIPMENT AS REQUESTED BY LT DANIEL QUAM – BALANCE OF ORDER SCHEDULED FOR DELIVERY ON MARCH 16, 2009		
				TOTAL DUE	**15,832.42**

Please mail your payment to:
Access Distributors, Inc.
9 Summer Street, Suite 305
Franklin, MA 02038-1493

Make all checks payable to:
Access Distributors, Inc.
Taxpayer Identification No.:
TIN: 04-3294469

EFT Direct Deposit Information:
Benjamin Franklin Savings Bank
Bank Routing No.: 211371052
Checking Account No.: 26301793

Please address questions regarding this invoice to Randy Jay at (508)520-0111

Access Distributors, Inc. is a Small Disadvantaged Business

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: February 25, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 3, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 05041248, in the amount of $51.79, from AC Plumbing Supply for supplies used for the Vehicle Maintenance Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 100687888 Account Number:
Activity (If Applicable): P687-05VEHICLE

DESCRIPTION OF LAWSON ACCOUNT: Vehicle Maintenance 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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☒	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

FM90138

ATTN: Laura
281-633-7022

AS PER ORIGINAL

1-N-V-O-1-C-E

05041248 Kill Rec.

AC PLUMBING SUPPLY (281)342-0271
Please remit and make checks payable to :
AC PLUMBING SUPPLY, INC.
PO BOX 690253
HOUSTON, TX 77269
PHONE : (281)890-8656 FAX : (281)890-7726

122409

OFBCRB
FT BEND COUNTY ROAD & BRIDGE
AUDITORS OFFICE
301 JACKSON
RICHMOND, TX 77469

PC# 26850
R# 52379

PAGE # 1 WHSE : 5 P/C: 5
FT BEND COUNTY ROAD & BRIDGE
PO BOX 148
RICHMOND, TX 77406-0148

PHONE : 281-342-4511
RECVD BY :

DATE SHIPPED : 01/26/09
THIS IS YOUR INVOICE

INV-DATE	INVOICE	CUSTOMER PO#	JOB-NAME	SALESMAN
01/26/09	05041248	07500026850		OJL/MDF MIKE FENLEY

SHIP-VIA : WILL CALL

LNNO	QUANTY	SHIPPED	U/M	PRODUCT#/DESC		NET PRICE	EXTENSIO
1.	2	2	EA	4TB	RH 10-040 4"	REG TEST BALL #4733 21.080	42.1
2.	1	1	EA	36EH	36" EXTENSION HOSE F/ TEST BALL	9.142	9.1
3.	1	1	EA	11240K	1-1/2 PVC S/40 SLIP CAP	0.487	0.4

RECEIVED
JAN 29 2009
County Auditor

Doug

TAX-%	GROSS AMOUNT	MISC AMT	TAX AMOUNT	FREIGHT		AMOUNT DU
0.000	51.79	0.00	0.00	0.00	0.00	51.7

THIS IS YOUR INVOICE

51.79

Invoices billed through the end of the month, due on the 1st.
Minimum 20% return fee if returned in 5 days in unused resalable condition.
All returns must be accompanied by original invoice.
Special orders are non-returnable.
Any discrepancies must be reported within 72 hours.

12A, B

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

Date Submitted: February 25, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: March 3, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve withdrawal applications from the Shared Sick Leave Pool as follows:

Employee of Sheriffs Office, Position # 5601-0306 32 hours
Employee of Constable Prct. 3, Position # 5503-0014 18 hours

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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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:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

TO: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

FROM: Kathy Novosad
Human Resources Generalist

SUBJECT: Commissioners Court Agenda Item
Withdrawal Applications, Shared Sick Leave Pool

DATE: February 25, 2009

As provided by Section 712 of the Fort Bend County Employee Information Manual, Shared Sick Leave Pool, the administrative committee of the Pool is submitting this request for the March 3, 2009 session of Commissioners Court. Two employees have submitted a request to withdraw hours from the Pool to cover absences due to their own serious health condition.

The committee has reviewed the withdrawal applications and found the employees to be eligible to withdraw hours from the Pool. The committee recommends withdrawal as follows:

Employee of Sheriffs Office, Position # 5601-0306 32 hours
Employee of Constable Prct. 3, Position # 5503-0014 18 hours

Please contact Kathy Novosad at 281-341-8624 if you have any questions.

13

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 3, 2009

Consent Agenda:

Authorize advertising for bids for trucking services for road material. 13

Regular Agenda:

1. Take all appropriate action to approve amendment to consulting services agreement with K. R. Moore for compensation review services.

2. Take all appropriate action on the following:

   a. Bid 09-043 – Purchase and installation of Carpet;
   b. Bid 09-044 – Elevator maintenance at Jail.;
   c. Bid 09-045 – Toner and ink cartridges;
   d. Bid 09-046 – Purchase of culverts; (Debbie will distribute backup)
   e. Bid 09-047 – Purchase of bridge materials;
   f. Bid 09-048 – Purchase of Earthen type road materials;
   g. Bid 09-049 – Purchase of Chemical type road materials;
   h. Bid 09-051 – Ambulance modules;
   i. Bid 09-052 – Fasteners and miscellaneous shop supplies.

3. Taka all appropriate action to approve oil, gas and mineral lease pursuant to RFP 09-018.

4. Take all appropriate action to authorize contract negotiations on design/build four story parking garage project pursuant to SOQ 09-042. (Gilbert will distribute backup)

AGENDA ITEM 14

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:	**02/26/2009**	**Submitted By: Mary Reveles**
		Department: R&B
Court Agenda Date:	**03/03/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

Consent - Road & Bridge:

Ratify termination of lease between Fort Bend County and Yelderman Family Limited Partnership for storage facility for the Road & Bridge Department.

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

FINANCIAL SUMMARY:BUDGETED ITEM: **YES** ☐ **NO** ☐ **N/A**

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	R&B		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT

Fort Bend County, Texas

MARC S. GRANT
Road Commissioner

(281) 342-4513
Fax (281) 238-3635

February 26, 2009

Yelderman Family Limited Partnership
P.O. Box 303
Needville, Texas 77461

Re: Notice of Termination
Lease Agreement Between Fort Bend County and Yelderman Family Limited Partnership For Storage of Fort Bend County Road and Bridge Materials

Dear Mr. Yelderman:

Please accept this letter as notice of Fort Bend County's intent to terminate the above referenced lease. Fort Bend County will vacate the lease premises on or before the close of business on March 31, 2009, pursuant to Section I of the agreement.

Thank you for your cooperation and assistance with this matter.

Very truly yours,

Marc Grant, Road & Bridge Commissioner

MG/nm: YeldermanTrustLease. 2722

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM 15A
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 02/25/09	**Submitted By:** Nicole Mehrens
	Department: SHERIFF
Court Agenda Date: 03/03/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on renewal Prisoner Housing Agreement between Fort Bend County and City of Stafford, effective October 1, 2008 through September 30, 2009.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: **YES** ☐ **NO** ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Milton Wright, Sheriff		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-6-09 2 origs. ret. to Nicole at Co. Attorney

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF STAFFORD, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Interlocal Agreement is entered into between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as "County", the City of Stafford, Texas hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the City, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners; and,

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said City all prisoners of the City under the terms and conditions and for the consideration hereinafter set out; and,

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the governing body of the County has duly authorized this Agreement; and,

Approved As To Legal Form
Michelle Ranger 01/12/09
Asst. County Atty. Date

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, V. T.C.A.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the laws of the State of Texas, are prisoners of the respective City. For definition purposes, a City Prisoner shall mean those persons charged ONLY with a violation of a City ordinance which are classified as class "C" Misdemeanors. The Sheriff may, at his sole discretion, but will not be obligated to, accept persons accused of violations of municipal codes or ordinances only. **No City Prisoner shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration.**

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City Prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City. No City Prisoner shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration. The County and the City further agree that once a City Prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City Prisoner only when the discharge of the City Prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or Sheriff to incarcerate or hold any person contrary to the Constitution or the laws of the State of Texas or the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail may refuse to accept an injured or ill prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy in charge of admissions at the County jail, shall determine, upon presentation of the Prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the Prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City Prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City Prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, and City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriffs Department will not guard any Prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the Prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City Prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City Prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of weekends and

holidays. When a City Prisoner is removed from the confinement of the County by a City police officer, the County releases and assumes no further responsibility for the said City Prisoner until such time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement, City Prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final book out procedures, as may be established from time to time by the County Sheriff's Department, before any final release of the City Prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of FORTY AND NO/DOLLARS ($40.00) per day, per City Prisoner that has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City Prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this Agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City Prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of City Prisoners only.

VI.

The terms of this Agreement shall commence October 1, 2008, and end on September 30, 2009, or upon thirty (30) days written notice from either party. It is further understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

RECORDED ON 3-13-09
IN THE COMMISSIONER COURT
MINUTES OF 3-3-09

VII.

To the extent permitted by law, the City agrees to save and hold the County harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the City performed under this Agreement. To the extent permitted by law, the County agrees to save and hold the City harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the Comity performed under this Agreement.

VIII.

It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 3-3-09

ATTEST:

Dianne Wilson, County Clerk

CITY OF STAFFORD

By: _____
Leonard Scarcella, Its Mayor

Date: February 9, 2009

ATTEST:

Bonnie Baiamonte, City Secretary

AGENDA ITEM

15B

****CONSENT AGENDA****

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: February 24, 2009	**Submitted By: Milton Wright, Sheriff**
	Department: Sheriff's Office
Court Agenda Date: March 3, 2009	**Phone Number: 281-341-4700**

SUMMARY OF ITEM: Approve Supplemental Staffing Agreement between Allied Health Service and Fort Bend County for supplemental nursing personnel.

RENEWAL AGREEMENT/APPOINTMENT YES X NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: *Copy of Agreement*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit: 100-512-100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

36-09 2 origs. ret. to Renee at Sheriff

ALLIED HEALTH SERVICES

SUPPLEMENTAL STAFFING AGREEMENT

THIS Supplemental Staffing Agreement is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, (hereinafter referred to as "Client,") and **Allied Health Services** with offices at 2403 Dunstan Rd., Houston, Texas, 77005 hereinafter referred to as "AHS")

Client here by engages AHS to provide qualified nursing personnel to perform nursing services at the Fort Bend County Jail. In consideration of the mutual agreement hereinafter contained, the parties agree as follows:

AHS SHALL PROVIDE:

1. Upon request from the CLIENT, AHS will assign nursing personnel to supplement the CLIENT'S Staffing needs at the Fort Bend County Jail. AHS will assign nursing personnel who have a minimum of one-year experience and who are qualified to undertake the assignment given. AHS will match the skill and experience levels of its employees to the specific need requested by the CLIENT. AHS has been made aware of the specific and unique issues regarding the assignment of ASH nurses at the Fort Bend County Jail and the ASH nurses will be providing treatment to inmates, some of which may be accused of violent crimes.

2. AHS employees will comply with the nursing policies and procedure of the CLIENT, including specific policies of the Fort Bend County Sheriff.

3. AHS will assure the CLIENT that AHS's nursing personnel will, at all times, retain current Texas Licensure and CPR certification. This documentation and a complete file on each employee will be made available to the CLIENT at their request.

4. The nurses sent on assignment to the CLIENT will remain employees of AHS. As their employer, AHS will be responsible for all payroll deduction.

5. AHS will provide the CLIENT with certificates evidencing the existence of insurance policies providing liability insurance in the amount of $1,000,000.00 with $3,000,000.00 aggregate, including workers compensation.

6. An AHS representative will be available to the CLIENT for consultation as needed.

7. AHS does not discriminate on the basis of race, color, national origin, religion , age, sex, handicap, access to treatment or employment in its programs and activities. AHS will coordinate the efforts to comply with Section 504 of the Rehabilitation Act of 1973.

CLIENT SHALL PROVIDE:

1. The CLIENT will notify AHS of the specific staffing needs, which it requires. This information shall include the date(s), unit(s), and shift(s) the supplemental staff is needed. If an AHS nurse is accepted for a long term assignment the CLIENT will provide AHS with a signed agreement for each nurse that is accepted. This agreement will contain the starting and ending dates of the assignment, the unit and shift assigned to any other pertinent information regarding the assignment (i.e. Staff or Charge Position).

2. The CLIENT will provide AHS with a copy of the policies and procedures they wish the supplemental staff to be familiar with.

3. The CLIENT will provide AHS nurse with a brief orientation to the Unit they are assigned to. The CLIENT will provide each AHS nurse with Safety and Hazardous information pertinent to his of her facility.

4. The CLIENT will evaluate AHS nurses during their first assignment. The Client will inform AHS of any unsatisfactory performance of an AHS nurse(s). The nurse(s) will be terminated from the assignment if the

performance does not meet the standard the CLIENT has established for all professionals. The CLIENT shall have the ability to end the assignment of any ASH nurse at any time for any reason.

5. The quality of care provided and safety of the patient remains the responsibility of the Client when Care is provided by temporary nursing personnel.

GENERAL TERMS

6. During the term of this Agreement, and for one year following termination of this Agreement, each party covenants and represents that it will not actively solicit or recruit any person who is or was an employee of the other party and performing services in connection with this Agreement at any time during the prior twelve month period.

7. Not withstanding the foregoing, in the event either party desires to hire a covered employee of the other party during the restricted period, such party shall (a) provide written notice to the other party of its desire to extend an offer of employment to such Covered Employee, and (b) a placement fee shall be assessed for such Covered Employee if such Covered Employee is hired on a full time basis by the party desiring to employ the Covered Employee. The amount of the placement fee shall be twenty percent (20%) of such Covered Employee's estimated base compensation for the first year of employment.

8. The CLIENT has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

9. The CLIENT will pay all uncontested AHS invoices 30 days after they are received.

10. The attached rate and holiday schedule is part of this contract.

11. AHS SHALL INDEMNIFY AND HOLD HARMLESS THE CLIENT AGINST ANY AND ALL CLAIMS, DEMANDS, SUITS, AND JUDGMENTS OF SUMS OF MONEY TO ANY PARTY FOR LOSS OF LIFE OR INJURY OR DAMAGE TO PERSON OR PROPERTY GROWING OUT OF, RESULTING FROM, OR BY REASON OF ANY NEGLIGENT ACT OF OMISSION, OPERATION, OR WORK OF AHS, ITS AGENTS, SERVANTS, OR EMPLOYEES WHILE ENGAGED UPON OR IN CONNECTION WITH THE SERVICES REQUIRED OR PERFORMED BY AHS NURSES HEREUNDER. AHS SHALL INDEMNIFY AND HOLD HARMLESS THE CLIENT, ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, SUITS JUDGEMENTS, OR EXPENSE BECAUSE OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS INCLUDING DEATH) AND INCLUDING COSTS OF DEFENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) TO THE EXTEND ARISING FROM ANY NEGLIGENT ACT, OMMISSION, OR BREACH ON THE PART OF AHS, ITS AGENTS, EMPLOYEES, AND SUBCONSULTANTS, IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY BREACH OF ANY OBLIGATIONS UNDER THIS AGREEMENT.

12. This agreement cannot be alter or modified without written consent by both the CLIENT and AHS. It is also understood that for purpose of litigation, venue for this agreement is Fort Bend County, Texas and that this Agreement shall be governed and interpreted in accordance with laws of the State of Texas. Both parties agree that all litigation regarding this agreement shall be brought only in Ft. Bend County, Texas.

13. This contract will be in force for one year from the date of this contract and will be renewable for an additional one (1) year term as agreed in writing by both parties.

14. Nothing in this agreement requires the CLIENT to a minimum amount of hours for any assignment.

FACILITY

FORT BEND COUNTY

Robert E. Hebert, County Judge

Robert Hebert

SIGNATURE

County Judge

TITLE

3-3-09

DATE

AGENCY

ALLIED HEALTH SERVICES
2403 DUNSTAN RD.
HOUSTON, TEXAS 77005

Helen J. Dichoso

Helen J. Dichoso, President

SIGNATURE

President

TITLE

Feb 23, 2009

DATE

ATTEST:

Dianne Wilson

Dianne Wilson

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay this obligation of Fort Bend County under and within the foregoing agreement.

Robert Ed Sturdivant, Auditor

RECORDED ON 3-13-09
IN THE COMMISSIONER COURT
MINUTES OF 3-3-09

ALLIED HEALTH SERVICES

Fort Bend County Jail
EFFECTIVE 2/27/2009

	WEEKDAYS	WEEKEND
REGISTERED NURSE	**$53/HOUR**	**$55/HOUR**
LICENSED VOCATIONAL NURSE	**$45/ HOUR**	**$48/HOUR**
CERTIFIED NURSE AIDE	**$21/HOUR**	**$23/HOUR**

HOLIDAYS: The following holidays are automatically billed at time and one half for all shifts: New Years Day, Martin Luther King Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

CONFIRMATION/CANCELLATION: Client agrees to pay 2 hours travel time for late cancellation. Client also agrees to work employee a minimal of 4 hours. If employee is confirmed and is cancelled upon arrival client will be billed 4 hours.

OVERTIME: Time and one half will be charged for any time over 40 hours a week per nurse.

INVOICES: To be paid in full within thirty days of the receipt of the bill.

NOTE: During the term of this Agreement, and for one year following termination of the Agreement, the Client covenants and represents that it will not actively solicit or recruit any person who is or was an employee of AHS and performing services in connection with this Agreement at any time during the prior twelve month period.

Not withstanding the foregoing, in the event the Client desires to hire a covered employee of AHS during the restricted period, the Client shall (a) provide written notice to AHS of its desire to extend an offer of employment to such Covered Employee, and (b) a placement fee shall be assessed for such Covered Employee if such Covered Employee is hired on a full time basis by the Client to employ the Covered Employee. The amount of the placement fee shall be twenty percent (20%) of such Covered Employee's estimated base compensation for the first year of employment.

CLIENT REPRESENTATIVE

Robert E. Hebert, County Judge

Robert Hebert
Signature

3-3-09
Date

ALLIED HEALTH SERVICES
REPRESENTATIVE

Helen J. Dichoso
Helen J. Dichoso, President

Signature

Feb 23, 2009
Date

16

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: February 25, 2009 **Submitted By:** Robin Campbell
Department: TAX
Court Agenda Date: March 3, 2009 **Phone Number:** 281-341-3758

SUMMARY OF ITEM: Approve over $500.00 – Refunds $193,673.85

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: _____

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

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $193,673.85 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

FROM :TAX FAX NO. :2812383348 Feb. 25 2009 02:13PM P2

Commissioners Court **Agenda Date: 3/03/2009** **Page One**

Submit Date: 02/24/2009

Account Number	Owner	Refund Amount	Reason	Precinct #
6660-03-004-0080-907	Lorinda Woodard	$ 3,217.58	Duplicate	2061
3051-00-001-0068-907	Sunoco Inc	$ 12,962.81	Duplicate	4080
5047-02-001-0080-907	RH Of Texas Limited Partnership	$ 5,808.28	Duplicate	3113
2891-01-001-0020-907	Tuyetni Nguyen or Hoan Ho	$ 5,749.80	Duplicate	3053
2950-01-000-0046-907	GSL Fund 21 Sub D LLC	$ 65,942.14	Duplicate	
0032-00-000-3908-907	Sonic Restaurants	$ 12,023.44	Duplicate	4126
9966-99-003-6818-901	L J Used Cars Inc	$ 3,481.98	Duplicate	1072
0042-15-000-0063-901	Javier or Aracelly Gonzalez	$ 6,443.42	Duplicate	1103
3185-01-000-0060-910	Prudential Asset Resources	$ 16,705.84	Duplicate	2096
0077-00-000-0481-907	Cian Real Estate Group Inc	$ 19,820.29	Duplicate	
9960-19-000-6300-907	Century Golf Partners Mgmt LLC	$ 20,646.69	Duplicate	4119
5910-01-010-2400-907	Strobbe Mai	$ 2,541.41	Duplicate	2115
4761-02-000-0010-907	Learning Care Group	$ 12,071.67	Duplicate	4131
8707-05-003-0030-907	Washington Mutual	$ 6,258.50	Duplicate	4135
		$ 193,673.85		

AGENDA ITEM

17

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 2/24/09

Submitted By: Sue Brock, 1st Assistant
Department: County Treasurer

Court Date: 3/03/09

Telephone: 281-341-3765

SUMMARY OF ITEM:

Deliberate and take appropriate action to approve the monthly County Treasurer's report for the term of November, 2008, and advertisement of same according to Texas LOG 114.026 as submitted by the County Treasurer.

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached: November 2008 Report

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: **Authorize payment as indicated above.**

Special Handling:_____

3-20-09 orig. ret. to Sue at Treasurer

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
November 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	ENDING BALANCE	INVESTMENTS	TREASURER'S TOTAL ENDING BALANCE
010/100	General Operating	8,372,091.08	33,802,578.27	32,079,575.83	10,095,093.52	15,916,641.30	26,011,734.82
030/150	Juvenile Operations	4,425,023.65	57,521.02	1,027,691.95	3,454,852.72	-	3,454,852.72
105/155	Road & Bridge	302,555.11	1,949,196.04	2,113,971.17	137,779.98	2,870,841.40	3,008,621.38
115/160	Drainage District	327,636.89	1,303,885.47	1,120,696.16	510,826.20	628,403.55	1,139,229.75
117/165	Lateral Road	212,238.72	330.43	-	212,569.15	-	212,569.15
120/170	Statue Restoration	4,089.28	6.37	-	4,095.65	-	4,095.65
121/175	City Water Assistance	16,918.24	26.34	-	16,944.58	-	16,944.58
123/185	Entex Contributions	1,681.96	2.62	-	1,684.58	-	1,684.58
124/190	H L & P Assistance	26,483.93	37.91	3,866.90	22,654.94	-	22,654.94
125/195	County Law Library	675,281.80	1,575.50	12,565.71	664,291.59	-	664,291.59
126/200	Law Enforcement Academy	567,677.37	5,031.10	8,840.26	563,868.21	-	563,868.21
129/210	Ambulance Paramedics	11,125.64	17.31	21.48	11,121.47	-	11,121.47
130/360	Law Enforcement Training	104,022.71	159.61	2,404.03	101,778.29	-	101,778.29
131/215	Library Donations	127,026.74	1,433.52	2,456.99	126,003.27	-	126,003.27
133/225	FBC Asset Forfei.Task-State	819,681.89	2,285.45	8,451.66	813,515.68	-	813,515.68
135/235	Probate Court Training	48,139.63	74.95	-	48,214.58	-	48,214.58
136/240	JP Technology Fund	521,887.78	1,746.40	15,248.77	508,385.41	-	508,385.41
137/245	Alert Program-Juvenile	27,118.34	262.34	-	27,380.68	-	27,380.68
141/255	D A Asset Forfeiture-Fed.	1,883.76	2.93	-	1,886.69	-	1,886.69

142/260	D A Bad Check Coll Fund	76,875.41	4,555.56	2,003.63	79,427.34	-	79,427.34
143/265	Gus George Memorial	7,151.01	11.13	-	7,162.14	-	7,162.14
144/270	Records Mgmt.Debt.Service	1,378,920.78	2,096.94	71,732.53	1,309,285.19	-	1,309,285.19
145/275	D A Special Fund Run	16,311.55	25.40	-	16,336.95	-	16,336.95
146/280	Co.Atty.Supplemental Salary	73,113.69	108.82	5,824.99	67,397.52	-	67,397.52
147/285	FBC Records Management	246,924.57	3,444.15	435.00	249,933.72	-	249,933.72
148/290	VIT Interest (Tax Coll)	897.27	1.40	-	898.67	-	898.67
149/295	Courthouse Security	484,789.08	1,664.81	36,168.52	450,285.37	-	450,285.37
150/300	FBC Elections	630,667.43	17,414.47	6,373.63	641,708.27	-	641,708.27
151/305	FBC Asset Forfie.Task-Fed.	28,668.14	44.63	-	28,712.77	-	28,712.77
153/310	Sheriff Ofc/Forfei.Assets-St.	185,639.74	289.02	-	185,928.76		185,928.76
154/315	Sheriff Ofc/Forfei.Assets-Fed.	66,067.46	99.98	2,162.69	64,004.75	-	64,004.75
156/320	Constable Pct. 2 F/A	10,885.31	16.95	-	10,902.26	-	10,902.26
157/325	Constable Forfeiture-State	127.37	0.20	-	127.57	-	127.57
159/335	DA Asset Forfeit.-State	123,350.58	9,668.58	4,597.03	128,422.13	-	128,422.13
163/350	FBC Gates Foundation Grant	1,302.69	2.03	-	1,304.72		1,304.72
164/355	FBC Co.Child Abuse Prev.	1,377.30	2.14	2.30	1,377.14		1,377.14
201/702	Upper Oyster Creek	1,985,454.74	3,091.10	-	1,988,545.84	-	1,988,545.84
203/706	Clear Creek Fund	533,544.08	830.66	-	534,374.74	-	534,374.74
204/708	Lower Oyster Creek	1,404,966.63	2,187.35	-	1,407,153.98	-	1,407,153.98
205/710	County Big Creek	978,715.13	1,521.86	7,334.28	972,902.71	-	972,902.71
						-	

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
November 30, 2008

220/800	Toll Road Authority	570,547.25	571.44	-	571,118.69	1,510,794.89	2,081,913.58
230/718	Mobility Projects	183,213.78	15,040,857.41	14,001,229.59	1,222,841.60	22,875,729.33	24,098,570.93
231/732	2007 Facilities Constr.Bonds	336,410.78	29,521,469.94	28,556,717.41	1,301,163.31	78,961,198.59	80,262,361.90
264/726	Oyster Creek	132,005.88	205.52	-	132,211.40	-	132,211.40
265/728	Flood Control	73,228.68	3,000,374.68	3,012,925.91	60,677.45	4,411,655.74	4,472,333.19
410/810	Toll Road Operations	2,483,539.84	2,004,023.59	2,565,671.44	1,921,891.99	16,109,958.47	18,031,850.46
504/SOCO	FBC Sheriff Commissary	316,065.33	492.07	-	316,557.40	-	316,557.40
520/894	Bail Bond Securities	3,235.74	5.03	6.25	3,234.52	-	3,234.52
534/896	On Site Wastewater	615.61	291.16	180.00	726.77	-	726.77
540/898	Consolidated Court Cost	335,880.63	31,590.28	8,025.00	359,445.91	-	359,445.91
801/380	Emergency Food & Shelter	39,709.19	42.06	24,414.78	15,336.47	-	15,336.47
805/390	Child Protective Service IV-E	377,658.96	859.83	17,360.80	361,157.99	-	361,157.99
813/400	CDGB 2001	44,195.90	76,790.86	94,681.13	26,305.63	-	26,305.63
826/402	Hope 3 Program Sales	40,568.38	63.16	-	40,631.54	-	40,631.54
860/410	Child Support IVD Reimb.	158,869.83	247.34	-	159,117.17	-	159,117.17
864/415	Local Law Enf.Block Grant	48,687.69	75.80	-	48,763.49	-	48,763.49
899/420	Grant Administration	5,908.28	9.20	-	5,917.48	-	5,917.48
960/440	Supervision	1,654,935.93	25,063.48	377,038.37	1,302,961.04	-	1,302,961.04
255/724	FBC Parkway	27,191.98	42.33	-	27,234.31	-	27,234.31
402/855	Work Comp & Unempl. Ins.	48,414.34	1,061,634.33	1,468.65	1,108,580.02	-	1,108,580.02
127/205	Surface Water Supply Corp.	7,390.76	11.51	-	7,402.27	-	7,402.27

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
November 30, 2008

TREA	**Treasurer's Account**	77,905.45	1,941,540.97	183,106.59	1,836,339.83	-	1,836,339.83
600/605/610	**FBC Debt Service Account**	4,391,640.34	55,383.17	-	4,447,023.51	-	4,447,023.51
INVE	**FBC Investment Account**	-	82,875,832.07	82,874,741.51	1,090.56	-	1,090.56
400/850M	**Boon-Chapman Medical**	1,139,921.23	1,301,121.83	1,990,093.43	450,949.63	-	450,949.63
400/850D	**Boon-Chapman Dental**	434,027.32	200,464.76	77,040.50	557,451.58	-	557,451.58
400/850	**Employee Benefits**	3,483,859.40	646,507.29	1,588,852.00	2,541,514.69	-	2,541,514.69
400/882	**Boon-Chapman 125**	95,919.35	29,995.35	21,731.21	104,183.49	-	104,183.49
504/884	**Fee Officer's Account**	2,148,508.80	937,795.18	201,245.11	2,885,058.87	-	2,885,058.87
912	**JP Credit Card Processing**	11,690.84	66,913.78	74,456.84	4,147.78	-	4,147.78
IHC	**Boon-Chapman IHC**	324,884.67	500,508.20	202,721.11	622,671.76	-	622,671.76
908	**EMS Credit Card Processing**	1,543.27	4,936.69	6,053.43	426.53	-	426.53
GAS	**FBC FUEL ACCT (Susser)**	9,932.27	424,831.04	434,550.25	213.06	-	213.06
	Total	43,836,422.18	176,923,802.11	172,846,736.82	47,913,487.47	143,285,223.27	191,198,710.74
	MEMO ONLY--THE 2 ACCOUNTS LISTED BELOW ARE CLEARING ACCOUNTS. THE FUNDS HAVE BEEN OBLIGATED THROUGH DISBURSEMENTS APPROVED IN COMMISSIONER'S COURT.						
AP	**Accounts Payable**	16,285.49	16.26	19.53	16,282.22	-	16,282.22
PAY	**FBC Payroll Account**	11,143.53	17.34	21.51	11,139.36	-	11,139.36
Total Including Clearing Accounts		43,863,851.20	176,923,835.71	172,846,777.86	47,940,909.05	143,285,223.27	191,226,132.32

ORDER APPROVING TREASURER'S MONTHLY REPORT

On the 3rd day of March, 2009 the Commissioners Court of Fort Bend County met in regular session. Upon motion by Comm Meyers, and seconded by Comm Prestage, the Commissioners Court approved and entered this order.

In compliance with Texas Local Government Code §114.026, the Commissioners Court have compared and examined the treasurer's report for the term of November 2008 and have determined that the report is correct. The court hereby approves the report and directs the clerk to enter the order in the minutes of the Court.

This order incorporates the Treasurer's report for the term herein above stated (a copy of which report is attached hereto) as though fully expressed herein, said report separately stating the amount received and paid from each fund since the county treasurer's preceding report and any balance remaining in the treasurer's custody.

Further, the affidavits are approved and this Court orders that the same be published once in the newspaper or, on the county's Internet website.

Approved this 3 day of March, 2009.

By: Robert Hebert

Robert E. Hebert,
Fort Bend County Judge

§114.026. COUNTY TREASURER'S REPORT TO COMMISSIONERS COURT AT REGULAR TERM.

(a) At each regular term of the commissioner's court, the county treasurer shall make a detailed report of:

(1) money received and disbursed;

(2) debts due to and owed by the county; and

(3) all other proceedings in the treasurer's office.

(b) At each regular term of the commissioners court, the county treasurer shall exhibit the books and accounts of the treasurer's office for the inspection of the court and shall submit the vouchers relating to the books and accounts for audit and approval.

(c) After the commissioners court has compared and examined the treasurer's report and has determined that the report is correct, the court shall enter an order in its minutes approving the report. The order must separately state the amount received and paid from each fund since the county treasurer's preceding report and any balance remaining in the treasurer's custody. The court shall properly credit the treasurer's accounts.

(d) Before the adjournment of each regular term of the commissioners court, the county judge and each county commissioner shall give an affidavit stating that the requirements of Subsection (c) have been met at that term. The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination. The affidavits must be filed with the county clerk and must be recorded in the minutes of the court for the term in which the affidavits are filed. The affidavits must be published once in a newspaper published in the county if there is such a newspaper or, if the county has an Internet website, on the county's website.

AFFIDAVIT

} State of Texas
} County of Fort Bend County

The members of Commissioners Court of Fort Bend County state as follows:

The requirements of Subsection (c) of Texas Local Government Code, § 114.026 have been met for the term of November 2008. The amount of cash and other assets in the custody of the County Treasurer at the time of examination are: Cash, $47,940,909.05; and other assets (Investments and Pools) $143,285,223.27.

Robert E. Hebert, County Judge

Richard Morrison, Comm. Pct. 1

Grady Prestage, Comm. Pct. 2

W. A. "Andy" Meyers, Comm. Pct. 3

James Patterson, Comm. Pct. #4

Attest:
Dianne Wilson, County Clerk

This Affidavit was approved and signed by Fort Bend County Commissioners Court on March 3, 2009, Agenda Item No. 17.

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

17

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

Date Submitted: 2/25/09

Submitted By: Sue Brock, 1st Assistant
Department: County Treasurer

Court Date: 3/03/09

Telephone: 281-341-3765

SUMMARY OF ITEM:

Deliberate and take appropriate action to approve the monthly County Treasurer's report for the term of December, 2008, and advertisement of same according to Texas LOG 114.026 as submitted by the County Treasurer.

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached: December 2008 Report

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

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

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

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

Special Handling:_____

3-20-09 orig. ret. to Sue at Treasurer

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
December 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	ENDING BALANCE	INVESTMENTS	TREASURER'S TOTAL ENDING BALANCE
010/100	General Operating	10,095,093.52	40,865,677.92	35,773,327.63	15,187,443.81	11,938,997.57	27,126,441.38
030/150	Juvenile Operations	3,454,852.72	851,148.68	1,201,979.47	3,104,021.93	-	3,104,021.93
105/155	Road & Bridge	137,779.98	2,832,337.88	1,156,236.27	1,813,881.59	2,875,335.80	4,689,217.39
115/160	Drainage District	510,826.20	884,840.60	633,641.63	762,025.17	629,425.85	1,391,451.02
117/165	Lateral Road	212,569.15	301.79	-	212,870.94	-	212,870.94
120/170	Statue Restoration	4,095.65	5.81	-	4,101.46	-	4,101.46
121/175	City Water Assistance	16,944.58	277.25	-	17,221.83	-	17,221.83
123/185	Entex Contributions	1,684.58	2.39	-	1,686.97	-	1,686.97
124/190	H L & P Assistance	22,654.94	27.53	6,751.12	15,931.35	-	15,931.35
125/195	County Law Library	664,291.59	37,618.21	18,101.88	683,807.92	-	683,807.92
126/200	Law Enforcement Academy	563,868.21	5,660.64	4,147.57	565,381.28	-	565,381.28
129/210	Ambulance Paramedics	11,121.47	15.43	520.00	10,616.90	-	10,616.90
130/360	Law Enforcement Training	101,778.29	143.52	997.03	100,924.78	-	100,924.78
131/215	Library Donations	126,003.27	1,795.98	2,459.52	125,339.73	-	125,339.73
133/225	FBC Asset Forfei.Task-State	813,515.68	1,316.97	5,221.07	809,611.58	-	809,611.58
135/235	Probate Court Training	48,214.58	502.07	-	48,716.65	-	48,716.65
136/240	JP Technology Fund	508,385.41	8,053.92	990.44	515,448.89	-	515,448.89
137/245	Alert Program-Juvenile	27,380.68	148.95	-	27,529.63	-	27,529.63
141/255	D A Asset Forfeiture-Fed.	1,886.69	2.68	-	1,889.37	-	1,889.37

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
December 31, 2008

142/260	D A Bad Check Coll Fund	79,427.34	3,638.80	1,583.99	81,482.15	-	81,482.15
143/265	Gus George Memorial	7,162.14	9.87	439.48	6,732.53	-	6,732.53
144/270	Records Mgmt.Debt.Service	1,309,285.19	55,991.45	73,618.03	1,291,658.61	-	1,291,658.61
145/275	D A Special Fund Run	16,336.95	23.19	-	16,360.14	-	16,360.14
146/280	Co.Atty.Supplemental Salary	67,397.52	1,407.80	5,230.18	63,575.14	-	63,575.14
147/285	FBC Records Management	249,933.72	21,282.65	11,408.44	259,807.93	-	259,807.93
148/290	VIT Interest (Tax Coll)	898.67	5,001.63	2,285.44	3,614.86	-	3,614.86
149/295	Courthouse Security	450,285.37	26,824.81	63,043.31	414,066.87	-	414,066.87
150/300	FBC Elections	641,708.27	910.97	135.84	642,483.40	-	642,483.40
151/305	FBC Asset Forfie.Task-Fed.	28,712.77	5,632.16	-	34,344.93	-	34,344.93
153/310	Sheriff Ofc/Forfei.Assets-St.	185,928.76	3,590.36	-	189,519.12		189,519.12
154/315	Sheriff Ofc/Forfei.Assets-Fed.	64,004.75	11,973.06	5,994.70	69,983.11	-	69,983.11
156/320	Constable Pct. 2 F/A	10,902.26	5.39	7,340.34	3,567.31	-	3,567.31
157/325	Constable Forfeiture-State	127.57	0.18	-	127.75	-	127.75
159/335	DA Asset Forfeit.-State	128,422.13	464.72	1,793.02	127,093.83	-	127,093.83
163/350	FBC Gates Foundation Grant	1,304.72	1.85	-	1,306.57		1,306.57
164/355	FBC Co.Child Abuse Prev.	1,377.14	602.81	-	1,979.95		1,979.95
201/702	Upper Oyster Creek	1,988,545.84	2,820.19	2,986.05	1,988,379.98	-	1,988,379.98
203/706	Clear Creek Fund	534,374.74	758.67	-	535,133.41	-	535,133.41
204/708	Lower Oyster Creek	1,407,153.98	1,972.62	24,972.00	1,384,154.60	-	1,384,154.60
205/710	County Big Creek	972,902.71	1,381.26	-	974,283.97	-	974,283.97
						-	

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
December 31, 2008

220/800	Toll Road Authority	571,118.69	444.37	9,601.70	561,961.36	1,512,695.78	2,074,657.14
230/718	Mobility Projects	1,222,841.60	1,077.50	924,979.38	298,939.72	22,910,687.19	23,209,626.91
231/732	2007 Facilities Constr.Bonds	1,301,163.31	4,001,380.57	4,345,305.15	957,238.73	75,077,424.26	76,034,662.99
264/726	Oyster Creek	132,211.40	187.70	-	132,399.10	-	132,399.10
265/728	Flood Control	60,677.45	55.03	100.00	60,632.48	4,418,397.24	4,479,029.72
410/810	Toll Road Operations	1,921,891.99	11,620,301.81	11,151,799.59	2,390,394.21	16,558,304.13	18,948,698.34
504/SOCO	FBC Sheriff Commissary	316,557.40	449.43	-	317,006.83	-	317,006.83
520/894	Bail Bond Securities	3,234.52	4.59	-	3,239.11	-	3,239.11
534/896	On Site Wastewater	726.77	331.26	-	1,058.03	-	1,058.03
540/898	Consolidated Court Cost	359,445.91	323,213.06	68,571.04	614,087.93	-	614,087.93
801/380	Emergency Food & Shelter	15,336.47	9.56	14,975.20	370.83	-	370.83
805/390	Child Protective Service IV-E	361,157.99	512.75	-	361,670.74	-	361,670.74
813/400	CDGB 2001	26,305.63	114,123.44	104,859.30	35,569.77	-	35,569.77
826/402	Hope 3 Program Sales	40,631.54	57.60	1,769.22	38,919.92	-	38,919.92
860/410	Child Support IVD Reimb.	159,117.17	2,203.51	-	161,320.68	-	161,320.68
864/415	Local Law Enf.Block Grant	48,763.49	24,340.90	351.49	72,752.90	-	72,752.90
899/420	Grant Administration	5,917.48	8.40	-	5,925.88	-	5,925.88
960/440	Supervision	1,302,961.04	1,127,841.89	650,699.51	1,780,103.42	-	1,780,103.42
255/724	FBC Parkway	27,234.31	38.67	-	27,272.98	-	27,272.98
402/855	Work.Comp &Unempl. Ins.	1,108,580.02	8,851.38	31,627.20	1,085,804.20	-	1,085,804.20
127/205	Surface Water Supply Corp.	7,402.27	10.51	-	7,412.78	-	7,412.78

FORT BEND COUNTY TREASURER'S MONTHLY REPORT
CASH AND INVESTMENT ACTIVITY
December 31, 2008

TREA	Treasurer's Account	1,836,339.83	3,906,340.24	4,371,657.63	1,371,022.44	-	1,371,022.44
600/605/610	FBC Debt Service Account	4,447,023.51	2,801,937.39	500.00	7,248,460.90	-	7,248,460.90
INVE	FBC Investment Account	1,090.56	24,390,000.86	24,390,000.00	1,091.42	-	1,091.42
400/850M	Boon-Chapman Medical	450,949.63	2,500,908.32	1,805,758.40	1,146,099.55	-	1,146,099.55
400/850D	Boon-Chapman Dental	557,451.58	386.38	100,098.05	457,739.91	-	457,739.91
400/850	Employee Benefits	2,541,514.69	3,679,320.29	3,183,829.49	3,037,005.49	-	3,037,005.49
400/882	Boon-Chapman 125	104,183.49	29,864.13	19,850.03	114,197.59	-	114,197.59
504/884	Fee Officer's Account	2,885,058.87	1,090,737.44	1,614,577.01	2,361,219.30	-	2,361,219.30
912	JP Credit Card Processing	4,147.78	72,128.17	64,236.00	12,039.95	-	12,039.95
IHC	Boon-Chapman IHC	622,671.76	802.88	345,641.41	277,833.23	-	277,833.23
908	EMS Credit Card Processing	426.53	5,224.84	2,790.97	2,860.40	-	2,860.40
GAS	FBC FUEL ACCT (Susser)	213.06	105,148.16	105,142.74	218.48	-	218.48
	Total	47,913,487.47	101,442,415.69	92,313,924.96	57,041,978.20	135,921,267.82	192,963,246.02
	MEMO ONLY--THE 2 ACCOUNTS LISTED BELOW ARE CLEARING ACCOUNTS. THE FUNDS HAVE BEEN OBLIGATED THROUGH DISBURSEMENTS APPROVED IN COMMISSIONER'S COURT.						
AP	Accounts Payable	16,282.22	12.82	-	16,295.04	-	16,295.04
PAY	FBC Payroll Account	11,139.36	15.81	-	11,155.17	-	11,155.17
Total Including Clearing Accounts		47,940,909.05	101,442,444.32	92,313,924.96	57,069,428.41	135,921,267.82	192,990,696.23

ORDER APPROVING TREASURER'S MONTHLY REPORT

On the 3rd day of March, 2009 the Commissioners Court of Fort Bend County met in regular session. Upon motion by Comm Meyers, and seconded by Comm Prestage, the Commissioners Court approved and entered this order.

In compliance with Texas Local Government Code §114.026, the Commissioners Court have compared and examined the treasurer's report for the term of December 2008 and have determined that the report is correct. The court hereby approves the report and directs the clerk to enter the order in the minutes of the Court.

This order incorporates the Treasurer's report for the term herein above stated (a copy of which report is attached hereto) as though fully expressed herein, said report separately stating the amount received and paid from each fund since the county treasurer's preceding report and any balance remaining in the treasurer's custody.

Further, the affidavits are approved and this Court orders that the same be published once in the newspaper or on the county's Internet website.

Approved this 3 day of March, 2009.

By: _____

Robert E. Hebert,
Fort Bend County Judge

§114.026. COUNTY TREASURER'S REPORT TO COMMISSIONERS COURT AT REGULAR TERM.

(a) At each regular term of the commissioner's court, the county treasurer shall make a detailed report of:

(1) money received and disbursed;

(2) debts due to and owed by the county; and

(3) all other proceedings in the treasurer's office.

(b) At each regular term of the commissioners court, the county treasurer shall exhibit the books and accounts of the treasurer's office for the inspection of the court and shall submit the vouchers relating to the books and accounts for audit and approval.

(c) After the commissioners court has compared and examined the treasurer's report and has determined that the report is correct, the court shall enter an order in its minutes approving the report. The order must separately state the amount received and paid from each fund since the county treasurer's preceding report and any balance remaining in the treasurer's custody. The court shall properly credit the treasurer's accounts.

(d) Before the adjournment of each regular term of the commissioners court, the county judge and each county commissioner shall give an affidavit stating that the requirements of Subsection (c) have been met at that term. The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination. The affidavits must be filed with the county clerk and must be recorded in the minutes of the court for the term in which the affidavits are filed. The affidavits must be published once in a newspaper published in the county if there is such a newspaper or, if the county has an Internet website, on the county's website.

AFFIDAVIT

} State of Texas
} County of Fort Bend County

The members of Commissioner's Court of Fort Bend County state as follows:

The requirements of Subsection (c) of Texas Local Government Code, § 114.026 have been met for the term of December 2008. The amount of cash and other assets in the custody of the County Treasurer at the time of examination are: Cash, $57,069,428.41; and other assets (Investments and Pools) $135,921,267.82.

Robert E. Hebert, County Judge

Richard Morrison, Comm. Pct. 1

Grady Prestage, Comm. Pct. 2

W. A. "Andy" Meyers, Comm. Pct. 3

James Patterson, Comm. Pct. #4

Attest:
Dianne Wilson, County Clerk

This Affidavit was approved and signed by Fort Bend County Commissioners Court on March 3, 2009, Agenda Item No. 17.

AGENDA ITEM

18A

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:	**02/24/2009**	**Submitted By:**	**Mary Reveles**
		Department:	**COUNTY ATTORNEY**
Court Agenda Date:	**03/03/2009**	**Phone Number:**	**341-4554**

SUMMARY OF ITEM:
COUNTY JUDGE:
Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, API Realty, LLC and Advance Polybag (Texas) Inc.; assignment of personal property abatement to Accredo Packaging, Inc.

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

List Supporting Documents Attached: Proposed amendment to agreement

FINANCIAL SUMMARY:BUDGETED ITEM: **YES** ☐ **NO** ☐ **N/A**

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable): **(Sheriff's Office – HIDTA GRANT)**

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): 3-6-09 3 origs. ret. to Mary R. at Co. Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY, API REALTY, LLC. AND ADVANCE POLYBAG (TEXAS) INC.

This First Amendment of the Tax Abatement Agreement is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court, API REALTY, LLC, (hereinafter referred to as "Owner"), and ADVANCE POLYBAG (TEXAS) INC., (hereinafter referred to as "Assignor") each being parties to that certain Tax Abatement Agreement entered into by the parties on or about July 24, 2007, and ACCREDO PACKAGING, INC., (hereinafter referred to as "Assignee.")

WHEREAS, Fort Bend County, Texas, Owner and Assignor entered into a Tax Abatement Agreement on July 24, 2007, (hereinafter the "Agreement"); and

WHEREAS, the parties desire to amend a certain portion of the Agreement; and

WHEREAS, Assignor desires to transfer its interest as owner of the personal property subject to the Agreement and assign all of its rights, interest and obligations as ower of the personal property under the Agreement to Assignee; and

WHEREAS, Fort Bend County, Owner, Assignor and Assignee desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, Fort Bend County, Owner, Assignor and Assignee agree as follows:

Pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, and the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to "Lessee" shall mean and refer to Accredo Packaging, Inc. as the owner of the personal property and improvements subject to the Agreement located in Reinvestment Zone No. 2006-03 created by the City of Sugar Land.
2. API Realty, LLC shall remain the Owner of all real property subject to the Agreement.

3. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Lessee under the Agreement shall be imposed upon Accredo Packaging, Inc. and all agreements and representations made by Lessee in the Agreement shall be the agreements and representations of Accredo Packaging, Inc.

4. The representatives of Owner, Assignor and Assignee whose signatures execute this amendment represent and warrant to Fort Bend County that they have the requisite authority to enter into the Agreement and Amendment thereof.

5. The addresses set out in Section 16 of the July 24, 2007, Agreement for notices is hereby deleted in its entirety and the following addresses are substituted therefore:

To the Tax Assessor/Collector:
The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To Owner:
API Realty LLC
1470 First Colony Blvd.
Sugar Land, Texas 77479
Attn: Janak Sheth, EVP

To Lessee:
Accredo Packaging, Inc.
1470 First Colony Blvd.
Sugar Land, Texas 77479
Attn: Janak K. Sheth, Executive VP and CFO

To County:
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attention: County Judge

Copy to:
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

6. **API REALTY, LLC AND ACCREDO PACKAGING, INC. SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

7. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.

8. The tax abatement shall apply for the tax years as stated in the Agreement. This amendment does not purport to extend the tax abatement to tax years beyond tax year 2019, as stated in the Agreement.

9. All future amendments, if any, of the Agreement shall require written consent of the Fort Bend County Commissioners Court.

10. The original Tax Abatement Agreement executed by and between Fort Bend County, API Realty, LLC and Advance Polybag (Texas) Inc. on July 24, 2007 is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein for all purposes, subject only to the above described amendments.

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: 3-3-09

Dianne Wilson, County Clerk

API REALTY, LLC
"Owner"

By: _____
Signature

JANAK K. SHETH, EVP & CFO
Printed name & title

ATTEST:

Date: 2·20·2009

SARA SAMARA
MY COMMISSION EXPIRES
February 21, 2012

ACCREDO PACKAGING, INC.
"Assignee"

By: _____
Signature

JANAK K. SHETH, EVP & CFO
Printed name & title

Date: 2-20-2009

ATTEST:

_____

SARA SAMARA
MY COMMISSION EXPIRES
February 21, 2012

ADVANCE POLYBAG (TEXAS) INC.
"Assignor"

By: _____
Signature

JANAK K. SHETH, EVP & CFO
Printed name & title

Date: 2-20-2009

ATTEST:

_____

SARA SAMARA
MY COMMISSION EXPIRES
February 21, 2012

Attachments: ~~**Exhibit A** – February 11, 2009~~ request for Assignment
Exhibit B – July 24, 2007 Tax Abatement Agreement

MER:API Realty, LLC. Amendment. 3195-111

EXHIBIT A

>>> <janak.sheth@apicorp.com> 2/11/2009 5:20 PM >>>

Dear Ms. Reveles:

Thanks for your feedback, forwarded to me by Mr. Jack Belt. As I do not have your address to which I could send the letter, I hope you would not mind my sending the em-mail, instead.

We hereby request assignment of "personal property abatement" and other pertinent incentives (except on the real estate) from Advance Polybag Texas, Inc. to **ACCREDO PACKAGING, INC.** Upon the advice of our attorneys, and after due deliberation by the management team, we have reached this conclusion. Accredo Packaging, Inc. has the same shareholders, and in the same ratio of equity ownership. The change in the name for the corporation has been triggered by various factors including the fact that Advance Polybag name is perceived as synonymous with "T-shirt" bags (or grocery carry out bags). Undoubtedly, we are a significant player in the "T-short" manufacturing; however, the new business we are starting would be highly sophisticated (and technically far superior) packaging business (as compared to a commodity business of "T-shirt" manufacturing).

Should you need any further information, or explanations, we shall be glad to comply. You may please note that I would be the main contact point ; and if for some reason I am not available, please feel free to contact my assistant Ms. Jewell Dillard. thank you for your cooperation.

Janak K. Sheth
Executive Vice President
Advance Polybag, Inc.
Tel: 713-580-4800
Fax: 713-580-6595

EXHIBIT B

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY, API REALTY, LLC. AND ADVANCE POLYBAG (TEXAS) INC.

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court, and **API REALTY, LLC**, owner of the tract of land located within the City of Sugar Land Reinvestment Zone No. 2006-03, hereinafter referred to as "Owner," and **ADVANCE POLYBAG (TEXAS) INC.**, owner of the eligible property located within the tract of land located within the City of Sugar Land Reinvestment Zone No. 2006-03, hereinafter referred to as "Lessee."

1. **Authorization:**

   a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;

   b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on January 2, 2006. The County has determined that the request for Tax Abatement presented by Owner and Lessee conforms with the criteria established in the Guidelines for Tax Abatement.

   c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

   As used in this Agreement, the following terms shall have the meanings set forth below:

   a. The "**Certified Appraised Value or Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 2006-03 by the Fort Bend County Central Appraisal District.

"**Improvements**" means buildings and structures and other improvements, containing approximately 150,000 square feet to be used as a corporate office and warehouse, and any sidewalks, parking lots, outdoor lighting, landscaping and other and related improvements to serve the building, which are erected by Owner on the property after the execution date of this Agreement.

"**Abatement**" means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 2006-03 designated for economic development purposes.

"Eligible Property" Abatement may be extended to the value of buildings and structures as defined in the Texas Tax Code including fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility. Eligible Property is subject to abatement under the same terms as Improvements only if specifically included in Section 5(c).

"Ineligible Property" means land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

"Real Property" means the 13.55 acre tract of land located within City of Sugar Land Reinvestment Zone No. 2006-03, described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

"Owner" means **API REALTY, LLC**, the Owner of the real property and improvements subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.

"Lessee" means **ADVANCE POLYBAG (TEXAS) INC.**, the lessee of the real property and Improvements from Owner and owner of the Eligible Personal Property subject to this Agreement.

"County" means the County of Fort Bend, Texas.

"District" means Fort Bend County Central Appraisal District.

3. Subject Property

City of Sugar Land Reinvestment Zone No. 2006-03 is an area located in Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2007.

4. Responsibility of Owner and Lessee

In consideration of receiving the tax abatement granted herein, the Owner and Lessee represent and agree:

(a) That construction of the Improvements shall be completed on or before January 1, 2009. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of $9,000,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.

(b) That the combined Certified Appraised Value of the Improvements and Eligible Property on January 1, 2009, and on each and every January 1 thereafter during the term of this Agreement will not be less than $20,000,000. Failure to meet the requirements of this section will invalidate the tax abatement for that year.

(c) That the Certified Appraised Value of inventory on January 1, 2009, and on each January 1 thereafter during the term of this Agreement will not be less than $5,000,000.

(d) That Lessee will employ at least ten (10) full-time persons beginning January 1, 2009 continuously through December 31, 2018. Lessee shall provide Tax Assessor/Collector a certified statement of the number of full-time employees employed each September 1 throughout the term of this agreement. Failure to meet the requirements of this section will invalidate the tax abatement for that year.

(e) That Owner and Lessee have, as of the effective date of this Agreement, the financial resources to implement the above representations.

(f) That either the Owner or Lessee will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

(g) **OWNER AND LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(h) **OWNER AND LESSEE SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

5. Value and Term of Abatement

(a) This Agreement shall be effective on the date executed by the County, Owner or Lessee, whichever is later, and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2018. In no event shall this agreement extend beyond December 31, 2018. This Agreement shall terminate on the completion of the abatement, unless earlier terminated as provided elsewhere herein. Owner's and Lessee's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.

(c) Subject to the limitations imposed by law and conditioned upon the representations outlined

in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for

following years and in the following amounts on the Value of the Improvements and Eligible Property as defined in Section 2(d) above:

Tax Year	Percentage Abatement
2009	50%
2010	50%
2011	50%
2012	50%
2013	50%
2014	50%
2015	50%
2016	50%
2017	50%
2018	50%

TOTAL = 500%

(1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property or Ineligible Property as defined in Section 2(e) above.

(2) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

(3) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner and/or Lessee protest the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(4) On or before September 1 of each year of this Agreement, the Owner Lessee shall certify in writing to Fort Bend County Tax Assessor/Collector that each party is in compliance with each term of this Agreement.

6. **Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

(a) The Value of Real Property and Incligible Property shall be fully taxable, including inventory;

(b) The Value of existing Improvements and Eligible Property shall be determined annually by the Central Appraisal District.

7. **Event of Default**

(a) The County may declare the Owner and Lessee in default of this Agreement if: (1) the Owner or Lessee fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.

(b) The County shall notify Owner and Lessee of any default in writing specifying the default. The Owner or Lessee shall each have thirty (30) days from the date of the notice to cure any default. If the Owner or Lessee fails to cure the default, the County may terminate this Agreement by written notice.

(c) If this Agreement is terminated by the County, the Owner and Lessee agree that they are liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

(1) The amount of all property taxes abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and

(3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.

(d) The County shall have a lien againstthe Owner's real property and improvements, and the Lessee's eligible personal property for the taxes and interest owed because of the recapture of taxes under this paragraph.

8. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of the Fort Bend County Tax

Assessor/Collector or her designee. The Owner and Lessee shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner or Lessee may accompany the inspector.

(b) Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner and Lessee.

(c) The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located at or about the Owner's or Lessee's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

(d) The Owner and Lessee shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Lessee's payroll records.

9. **Assignment**

(a) This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which

has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

(b) Any and all assignments shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

10. Indemnity

It is understood and agreed between the parties that API Realty, LLC, and Advance Polybag (Texas) Inc., in performing their obligations hereunder, are acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. API REALTY, LLC. AND ADVANCE POLYBAG (TEXAS) INC. AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CENTRAL APPRAISAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF API REALTY, LLC.'s AND/OR ADVANCE POLYBAG (TEXAS) INC.'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. API REALTY, LLC.'s AND ADVANCE POLYBAG (TEXAS) INC.'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. API REALTY, LLC. AND ADVANCE POLYBAG (TEXAS) INC. SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLEY BY API REALTY, LLC AND/OR

ADVANCE POLYBAG (TEXAS) INC., NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND API REALTY, LLC. AND ADVANCE POLYBAG (TEXAS) INC. SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. Force Majeure

If by reason of force majeure, the Owner or Lessee is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days of the occurrence relied upon. The obligation of Owner and Lessee to the extent and for the period of time affected by the force majeure, shall be suspended. Owner and Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of Owner and Lessee.

12. Commissioners Court Approval

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations

This Agreement shall not be construed to alter or affect the obligations of Owner or Lessee to comply with any city ordinance or federal or state law or regulation.

14. Changes in Tax Laws

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

15. Miscellaneous

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceablility shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner or Lessee at the mailing addresses as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or Lessee or the County at the following addresses:

To the **Tax Assessor/Collector:**	The Honorable Patsy Schultz Fort Bend County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469
To **Owner:**	API Realty LLC 1470 First Colony Blvd. Sugar Land, Texas 77479 Attn: Janak Sheth, EVP
To **Lessee:**	Advance Polybag (Texas) Inc 1470 First Colony Blvd. Sugar Land, Texas 77479 Attn: Janak Sheth, EVP
To **County:**	Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge
Copy to:	Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner or Lessee to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

17. **Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A – Ordinance No. 1565 Designating Reinvestment Zone No. 2006-03, and Exhibit B – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

18. **Execution**

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, and Owner and Lessee as of the dates below stated. Owner and Lessee warrant and represent that the individuals executing this agreement on behalf of API Realty, LLC. and Advance Polybag (Texas)

Inc. have full authority to execute this Agreement and bind or API Realty, LLC. and Advance Polybag (Texas) Inc. to the same.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: July 24, 2007

ATTEST: _____
Dianne Wilson, County Clerk

API REALTY, LLC

By: _____
Signature

JANAK K. SHETH, EVP & CFO
Printed name & title

Date: 7.20.2007

ATTEST: _____

ADVANCE POLYBAG (TEXAS) INC.

By: _____
Signature

JANAK K. SHETH, EVP & CFO
Printed name & title

Date: 7.20.2007

ATTEST: _____

Attachments: Exhibit A – Ordinance No. 1565 Designating Reinvestment Zone No. 2006-03
Exhibit B – Economic Impact Statement/Application for Value Added Tax Abatement

mer\API Realty, LLC.3195-111.6(07182007)

EXHIBIT A

ORDINANCE NO. 1565

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2006-03 FOR 14.713 ACRES OF LAND LOCATED NORTH OF REED ROAD, WEST OF DAIRY ASHFORD ROAD AND EAST OF INDUSTRIAL BOULEVARD.

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tax Code § 312 et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the City has received an application requesting tax abatement for real property improvements to be located in the zone; and

WHEREAS, the zone is eligible for tax abatement; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That Reinvestment Zone No. 2006-03 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

Section 2. That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

Section 3. That Reinvestment Zone No. 2006-03 expires five years from the date of this ordinance.

APPROVED on first consideration on _____, 2006.

rz2006-03ord
4/11/06

ADOPTED upon second consideration on _____ ____ ___, 2006.

_____
David G. Wallace, Mayor

ATTEST:

_____
Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Virginia A. Carr

Attachment: Exhibit A - Property Description (4 pages)

Page 1 Of 1 Pages

County: Fort Bend
Project: Sugar Land Central – Industrial Tract 2
C.I. No.: 1047-06 (sketch prepared)
Job Number: 2000006-053

METES AND BOUNDS DESCRIPTION FOR 13.55 ACRES

Being a 13.55 acre tract of land located in the Brown and Belknap League, A-15, Fort Bend County, Texas; said 13.55 acre tract being out of Commercial Reserve "G1" of Sugar Land Central Section Three, a 104.66 acre subdivision recorded in Plat No. 20050117 of the Fort Bend County Plat Records (F.B.C.P.R.); said 13.55 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the west line of said Sugar Land Central Section Three):

Beginning at a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the northwest corner of said Commercial Reserve "G1" and southwest corner of Restricted Reserve "G3" of said Sugar Land Central Section Three, said iron rod also being on the west line of a 100-foot wide drainage easement recorded in Volume 2712, Page 1231 of the O.R.F.B.C.;

1. Thence, with the north line of said Commercial Reserve "G1" and south line of said Restricted Reserve "G3", North 88 degrees 28 minutes 04 seconds East, a distance of 798.42 feet to a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the most northerly northeast corner of said Commercial Reserve "G1" and northwest corner of Commercial Reserve "G2" of said Sugar Land Central Section Three;

2. Thence, with an east line of said Commercial Reserve "G1" and west line of said Commercial Reserve "G2", South 01 degrees 31 minutes 56 seconds East, a distance of 679.64 feet to a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for an exterior corner of said Commercial Reserve "G1" and southwest corner of said Commercial Reserve "G2", said iron rod also being on the north right-of-way line of a cul-de-sac for Cardinal Meadows Drive recorded in Slide No. 2370A of the F.B.C.P.R.;

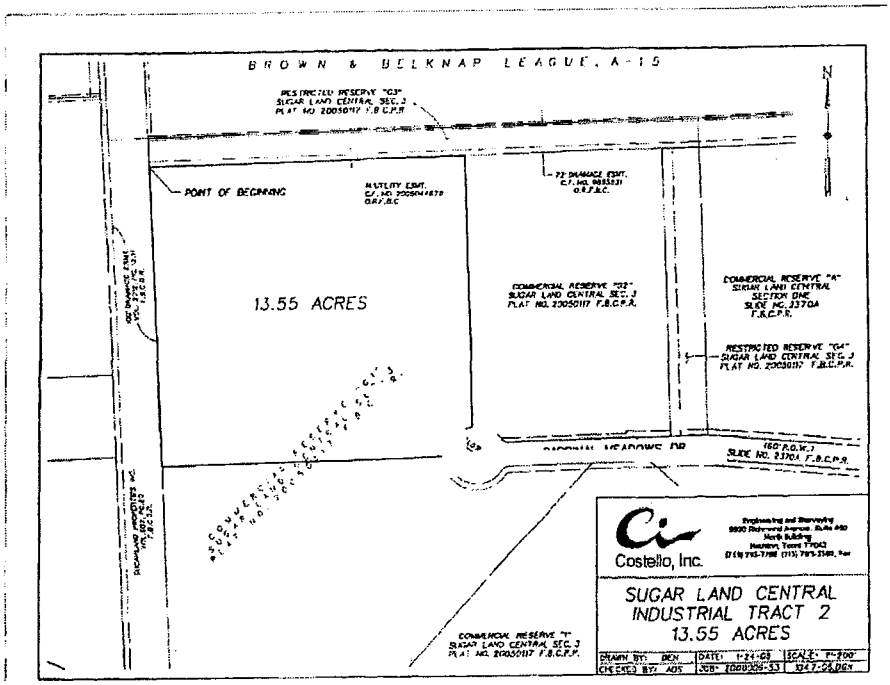
3. Thence, with said right-of-way line, 101.37 feet along the arc of a curve to the left, said curve having a central angle of 81 degrees 13 minutes 49 seconds, a radius of 71.50 feet and a chord that bears South 39 degrees 04 minutes 59 seconds West, a distance of 93.09 feet to a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

4. Thence, leaving said right-of-way line through and across aforesaid Commercial Reserve "G1", South 88 degrees 28 minutes 04 seconds West, a distance of 723.35 feet to a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" set on the west line of said Commercial Reserve "G1" and east line of aforesaid 100-foot wide drainage easement;

5. Thence, with the west line of said Commercial Reserve "G1" and east line of said drainage easement, North 02 degrees 38 minutes 14 seconds West, a distance of 750.45 feet to the **Point of Beginning** and containing 13.55 acres of land.

STATE OF TEXAS
REGISTERED
DAVID E. HUNT
5198
SURVEYOR

1-24-06



REINVESTMENT ZONE NO. 2006-03 ORDINANCE Page 4

County: Fort Bend
Project: Sugar Land Central – Industrial Tract 2B
C.L No.: 1090-06 (sketch prepared)
Job Number: 2000006-053

METES AND BOUNDS DESCRIPTION FOR 1.163 ACRES

Being a 1.163 acre tract of land located in the Brown and Belknap League, A-15, Fort Bend County, Texas; said 1.163 acre tract being out of Commercial Reserve "G1" of Sugar Land Central Section Three, a 104.66 acre subdivision recorded in Plat No. 20050117 of the Fort Bend County Plat Records (F.B.C.P.R.); said 1.163 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the west line of said Sugar Land Central Section Three):

Commencing at a 5/8-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the northwest corner of said Commercial Reserve "G1" and southwest corner of Restricted Reserve "G3" of said Sugar Land Central Section Three, said iron rod also being on the west line of a 100-foot wide drainage easement recorded in Volume 2712, Page 1231 of the Official Records of Fort Bend County;

Thence, with the west line of said Commercial Reserve "G1" and east line of said drainage easement, South 02 degrees 38 minutes 14 seconds East, a distance of 750.45 feet to the Point of Beginning and northwest corner of the herein described tract;

1. Thence, leaving the west line of said Commercial Reserve "G1" and east line of said drainage easement, North 88 degrees 28 minutes 04 seconds East, a distance of 65.01 feet;

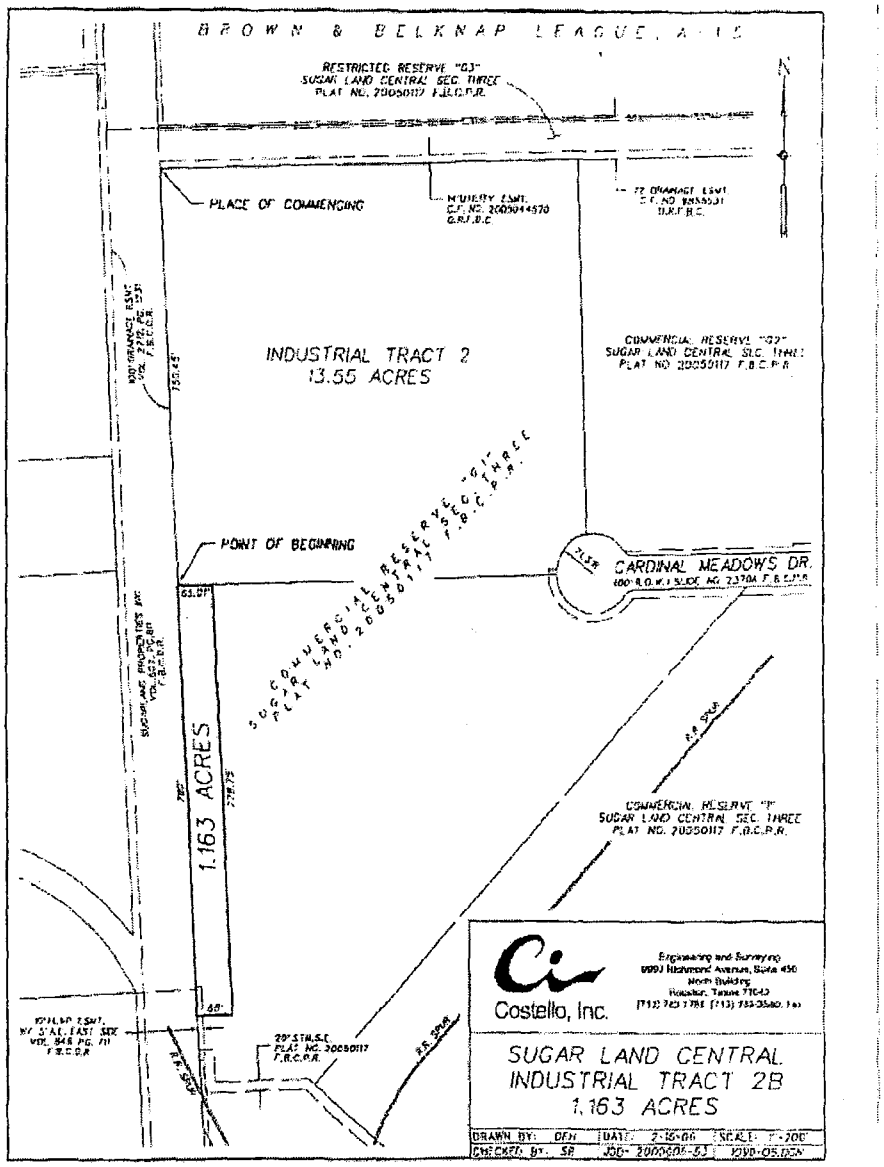
2. Thence, 65-foot east of and parallel with the west line of said Commercial Reserve "G1" and east line of said drainage easement, South 02 degrees 38 minutes 14 seconds East, a distance of 778.75 feet;

3. Thence, South 87 degrees 21 minutes 46 seconds West, a distance of 65.00 feet to the west line of said Commercial Reserve "G1" and east line of said drainage easement;

4. Thence, with the west line of said Commercial Reserve "G1" and east line of said drainage easement, North 02 degrees 38 minutes 14 seconds West, a distance of 780.00 feet to the Point of Beginning and containing 1.163 acres of land.



2-16-06


BROWN & BELKNAP LEAGUE, A-15
RESTRICTED RESERVE "G3"
SUGAR LAND CENTRAL SEC. THREE
PLAT NO. 20050117 F.B.C.P.R.
PLACE OF COMMENCING
INDUSTRIAL TRACT 2
13.55 ACRES
COMMERCIAL RESERVE "G2"
SUGAR LAND CENTRAL SEC. THREE
PLAT NO. 20050117 F.B.C.P.R.
POINT OF BEGINNING
CARDINAL MEADOWS DR.
1.163 ACRES
COMMERCIAL RESERVE "F"
SUGAR LAND CENTRAL SEC. THREE
PLAT NO. 20050117 F.B.C.P.R.
Costello, Inc.
SUGAR LAND CENTRAL
INDUSTRIAL TRACT 2B
1.163 ACRES

CITY OF SUGAR LAND

APPLICATION FOR AD VALOREM TAX ABATEMENT

The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the City's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building,, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the City, impact on local infrastructure, and impact (good or bad) on existing businesses in the City.

1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.

   Adbvance Polybag, Inc. has five plants in the USA and one in Thailand. The company is strongly considering relocating their facility in Metairie, Louisiana to the Houston area. They plan to relocate their Headquarters and operations. All of its assembly facilities make plastic (HDPE) bags from the plastic pallets. The film is extruded from the pallets, printed as per the customer needs and dye cut to make carry out bags.

2. Information About Your Company

Company Name: Advanced Polybag Texas Inc. and API Realty LLC	
Contact Person: Janak Sheth	Title: Executive VP and & CFO
Current Address: 3500 S. Gessner Road, Suite 225; Houston TX 77063-5128	
Office #:713-580-4800	Mobile #: 504-606-6368
Fax #: 713-580-6595	Website: www.apicorp.com
Email Address:	
The Company's Primary SIC Code:	

3. Name of entity that will own the building:

4. Type of project (check all that apply):
   ____ Existing business in Fort Bend County
   ____ Existing business in Sugar Land
   _X_ New business to Sugar Land/Fort Bend County
   ____ Expansion of existing facility
   _X_ Construction of new facility
   ____ Company will lease facility
   _X_ Company will own facility

2700 Town Center Blvd. North | Sugar Land, TX 77479-0110 | tel: (281) 275-2229 | fax (281) 275-2217

_X_ Corporate/Regional Headquarters

5. Location of proposed site(s) in Sugar Land (street address or nearest street intersection):

Northwest corner of corner of cul de sac of Cardinal Meadows Drive within the Pelec Development project.

6. Scope of project:

Size of new facility/expansion:	150,000 sq. ft.(Phase I)
Size of existing facility (if applicable):	N/A
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	14.71-acres
Type of Construction (tilt wall, metal, concrete, etc.):	Tilt Wall per deed restrictions

7. Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):

60% Distribution/Warehouse/Assembly 20% Office 20% Light Manufacturing

8. Truck traffic to be generated (# daily or weekly):
30 per month
9. Targeted start of construction:
August
10. Targeted start of operations:
9-10 months
11. Market value (taxable assets) of the firm's property that would be located at the facility in Sugar Land (new property to Sugar Land):

Land	Building Improvements	Furniture, Fixtures & Equipment	Inventory	Total
$1.3 mil	$10 mil.	$10 mil.	$6 mil.	$27.3 mil.

12. Estimated percent of inventory that would be Freeport qualified: __80_%
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired or brought into the state by businesses and held for no more than 175 days before being shipped out of state.

13. Employment information:

New Jobs Created	Existing Jobs Retained	Total Number of Jobs
40	n/a	40

14. Average salary (before benefits): $48,000

15. Amount of initial, annual local payroll to be created: $1,920,222

16. The firm's estimated annual amount of taxable sales (that generate sales taxes) in the City of Sugar Land: $250,000

17. Will there be any special infrastructure (water/wastewater, power, gas, transportation, etc.) needs required by the company: No

18. Does the company own a corporate airplane that would be housed at the Sugar Land Regional Airport? If so, what is the plane's value: No

19. Will the company's local business practices necessitate business travel that will bring clients or employees to Sugar Land, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally? Quarterly Meeting for sales staff – 100 room nights per year.

A draft site plan and a metes and bounds description of the project must be provided for use as an exhibit to the tax abatement agreement and reinvestment zone ordinance before those documents can be drafted. Received

Signature

Executive Vice President
Title

5/05/06
Date

RECORDED ON 3-13-09
IN THE COMMISSIONER COURT
MINUTES OF 3-3-09

Advanced Polybag

Annual Taxes Collected @ 50% Abatement:

(Based on assumption of 10-year agreement))

Location: Sugar Land Business Park (150,000 sq. ft.)*

		City	County	MUD	FBISD
	Est. Value	$0.31711	$0.51674	$0.47	$1.69
Real Property	$10,000,000.00	$15,855.50	$25,837.00	$23,500.00	$169,000.00
Personal Property	$10,000,000.00	$15,855.50	$25,837.00	$23,500.00	$169,000.00
Inventory	$6,000,000.00	$19,026.60	$31,004.40	$28,200.00	$101,400.00
Total	$26,000,000.00	$50,737.60	$82,678.40	$75,200.00	$439,400.00

* Based on 2005 tax rates

** New real & personal property improvement only ***Total Taxes Paid by Applicant Annually: $ 648,016.00***

Expiration of Abatement - Annual Taxes Collected

Location: Sugar Land Business Park (150,000 sq. ft.)*

		City	County	MUD	FBISD
	Est. Value	$0.31711	$0.51674	$0.47	$1.69
Real Property	$10,000,000.00	$31,711.00	$51,674.00	$47,000.00	$169,000.00
Personal Property	$10,000,000.00	$31,711.00	$51,674.00	$47,000.00	$169,000.00
Inventory	$6,000,000.00	$19,026.60	$31,004.40	$28,200.00	$101,400.00
Total	$26,000,000.00	$82,448.60	$134,352.40	$122,200.00	$439,400.00

* Based on 2005 tax rates

** New property improvement only ***Total Taxes Paid by Applicant Annually: $778,401.00***

18B

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: 2/25/09	**Submitted By:**
	Department: County Judge
Court Agenda Date: 3/3/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM: Approve Crossing Project Work Authorization Agreement between Kansas City Southern Railway, the Texas Department of Transportation and Fort Bend County for railroad signalization project on county roads per Exhibit A of the agreement. (Fund: Road & Bridge Operating Supplies)

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 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:** Road & Bridge		☒	**County Atty**	**(281-341-4557)**

RECOMMENDATION / ACTION REQUESTED:

County responsibility includes striping and signage at ten crossings (see Exhibit A).

Special Handling Requested (specify):

3-6-09 Copy received

Rosenberg Sub, DOT# 743469R, Railroad Mile Post 896.11

Miller Road, Fort Bend County

CROSSING PROJECT
WORK AUTHORIZATION AGREEMENT

In accordance with the Master Construction & Maintenance Corridor agreement between the Texas Department of Transportation (the "State") and The Kansas City Southern Railway Company (the "Railroad") entered into on October 15, 2008, the Railroad has prepared plans to reactivate the Rosenberg Subdivision rail line from Railroad Milepost (RRMP) 2.5 in Rosenberg, Fort Bend County, Texas to RRMP 87.0 in Victoria, Victoria County, Texas.

This Crossing Project Work Authorization Agreement, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and/or "Department," and The Kansas City Southern Railway Company, A Missouri corporation, hereinafter called the "Railroad", acting by and through their official contracting officers, and Fort Bend County, hereinafter called the "Local Government", acting by and through their duly authorized contracting official.

W I T N E S S E T H

WHEREAS, the State, the Railroad, and the Local Government propose to install a highway-railroad grade crossing warning system at the crossing shown on the layout marked Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

A G R E E M E N T

1. RIGHTS. The Railroad hereby grants license and permission to the road authority to cross Railroad right of way. Said license and permission given herein shall not prevent the Railroad from operating its trains or multiplying or changing its tracks across the land over which license and permission has been given and grants additional permission to the road authority for maintenance of said facilities as shown in project plans as attached hereto and made a part hereof as **Exhibit A**.

This license and permission is given subject to any existing license which provides rights of utility companies to maintain and operate pole and wire lines thereon and thereover, and the road authority shall make its own arrangements with the utility companies for any necessary relocation or alteration of said pole and wire lines.

It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

The State, the Railroad, and the Local Government agree to the joint installation of a grade crossing warning system across Railroad property at the intersection of the track and highway listed on Exhibit "A".

2. CONDITIONS. These rights, given hereby, shall not in any way conflict or interfere with any

prior or existing rights of the Railroad at the crossing. It is agreed that if there are future track modifications at the crossing, the Railroad will restore the highway to proper condition and restore the functional operation of the warning system.

3. DESIGN - PLANS AND ESTIMATE. The Railroad will transmit to the State and Local Government, for approval, a plan layout for the proposed grade crossing warning system. The Railroad will also transmit to the State and Local Government a copy of the previously approved lump sum cost estimate reflecting the type of warning devices to be installed. The lump sum estimate will reflect the same design as the Railroad plan layout. After having been approved by the State and Local Government, said plans are to be marked Exhibit A and attached hereto.

4. RESPONSIBILITIES. The Railroad, unless otherwise provided, shall make changes or alterations in the tracks, wire lines, drainage or other facilities located in the crossing right-of-way which may be required by construction. The Railroad shall contact the State a minimum of three (3) weeks prior to commencement of work to request a Work Order. The Work Order is necessary to provide the State the opportunity to inspect the work during construction and coordinate any traffic control which may be necessary during construction.

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TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

LOCAL GOVERNMENT Fort Bend County

_____ Date 3-3-09
(Name & Title) Robert Hebert, County Judge

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

_____ GENERAL MANAGER ENGINEERING Date 02-25-09
(Name & Title)

Notices:
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For the State of Texas

Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For The Kansas City Southern Railway Company

Vice President and Chief Engineer
The Kansas City Southern Railway Company
PO Box 219335
Kansas City, MO 64121-9335

Fort Bend, Texas

_____

_____

_____

Fort Bend County Crossings on the Rosenburg Sub

2/17/2009

Crossing Characteristics									Public Crossings			
Type Xing	Position	DOT#	Latitude	Longitude	New MP	Street, Road, Hwy	In or Near	County	XB w/ Stop	XB w/ Yield	Gates	Old Active Traffic Control
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Pub	At-Grade	743470K	29.52014	-95.88173	897.21	Stade Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743471S	29.51220	-95.89461	898.18	Daily Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743472Y	29.50367	-95.90843	899.18	Hamlink	Beasley	Fort Bend			X	
Pub	At-Grade	743473F	29.49814	-95.91739	899.86	Third Street	Beasley	Fort Bend			X	
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Pub	At-Grade	743477H	29.47812	-95.95011	902.25	Grunwald Road	Beasley	Fort Bend			X	Gates
Pub	At-Grade	743479W	29.46734	-95.96801	903.58	Doris Gin Road	Kendleton	Fort Bend	X			
Pub	At-Grade	743480R	29.45715	-95.98486	904.78	Darst Gin Road	Kendleton	Fort Bend	X			
Pub	At-Grade	743484T	29.44004	-96.01308	906.89	Hilltop Road	Kendleton	Fort Bend			X	
									2	0	8	1

Exhibit A

AS PER ORIGINAL

Rosenberg Sub, DOT# 743470K, Railroad Mile Post 897.21

Stade Road, Fort Bend County

CROSSING PROJECT
WORK AUTHORIZATION AGREEMENT

In accordance with the Master Construction & Maintenance Corridor agreement between the Texas Department of Transportation (the "State") and The Kansas City Southern Railway Company (the "Railroad") entered into on October 15, 2008, the Railroad has prepared plans to reactivate the Rosenberg Subdivision rail line from Railroad Milepost (RRMP) 2.5 in Rosenberg, Jackson County, Texas to RRMP 87.0 in Victoria, Victoria County, Texas.

This Crossing Project Work Authorization Agreement, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and/or "Department," and The Kansas City Southern Railway Company, A Missouri corporation, hereinafter called the "Railroad", acting by and through their official contracting officers, and Fort Bend County, hereinafter called the "Local Government", acting by and through their duly authorized contracting official.

W I T N E S S E T H

WHEREAS, the State, the Railroad, and the Local Government propose to install a highway-railroad grade crossing warning system at the crossing shown on the layout marked Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

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1. RIGHTS. The Railroad hereby grants license and permission to the road authority to cross Railroad right of way. Said license and permission given herein shall not prevent the Railroad from operating its trains or multiplying or changing its tracks across the land over which license and permission has been given and grants additional permission to the road authority for maintenance of said facilities as shown in project plans as attached hereto and made a part hereof as **Exhibit A**.

This license and permission is given subject to any existing license which provides rights of utility companies to maintain and operate pole and wire lines thereon and thereover, and the road authority shall make its own arrangements with the utility companies for any necessary relocation or alteration of said pole and wire lines.

It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

The State, the Railroad, and the Local Government agree to the joint installation of a grade crossing warning system across Railroad property at the intersection of the track and highway listed on Exhibit "A".

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TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

LOCAL GOVERNMENT Fort Bend County

_____ Date 3-3-09
(Name & Title) Robert Hebert, County Judge

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

_____ GENERAL MANAGER ENGR Date 02-26-09
(Name & Title)

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Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For The Kansas City Southern Railway Company

Vice President and Chief Engineer
The Kansas City Southern Railway Company
PO Box 219335
Kansas City, MO 64121-9335

Fort Bend, Texas

_____

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_____

Fort Bend County Crossings on the Rosenburg Sub

2/17/2009

Crossing Characteristics									Public Crossings			
Type Xing	Position	DOT#	Latitude	Longitude	New MP	Street, Road, Hwy	In or Near	County	XB w/ Stop	XB w/ Yield	Gates	Old Active Traffic Control
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Pub	At-Grade	743473F	29.49814	-95.91739	899.86	Third Street	Beasley	Fort Bend			X	
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Exhibit A

AS PER ORIGINAL

Rosenberg Sub, DOT# 743471S, Railroad Mile Post 898.18

Daily Road, Fort Bend County

CROSSING PROJECT
WORK AUTHORIZATION AGREEMENT

In accordance with the Master Construction & Maintenance Corridor agreement between the Texas Department of Transportation (the "State") and The Kansas City Southern Railway Company (the "Railroad") entered into on October 15, 2008, the Railroad has prepared plans to reactivate the Rosenberg Subdivision rail line from Railroad Milepost (RRMP) 2.5 in Rosenberg, Fort Bend County, Texas to RRMP 87.0 in Victoria, Victoria County, Texas.

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W I T N E S S E T H

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By_____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

LOCAL GOVERNMENT Fort Bend County

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(Name & Title) Robert Hebert, County Judge

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2/17/2009

Crossing Characteristics									Public Crossings			
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Exhibit A

Rosenberg Sub, DOT# 743472Y, Railroad Mile Post 899.18

Hamlink Road, Fort Bend County

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Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For The Kansas City Southern Railway Company

Vice President and Chief Engineer
The Kansas City Southern Railway Company
PO Box 219335
Kansas City, MO 64121-9335

Fort Bend County, Texas

_____

_____

_____

Fort Bend County Crossings on the Rosenburg Sub

2/17/2009

Crossing Characteristics									Public Crossings			
Type Xing	Position	DOT#	Latitude	Longitude	New MP	Street, Road, Hwy	In or Near	County	XB w/ Stop	XB w/ Yield	Gates	Old Active Traffic Control
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Pub	At-Grade	743470K	29.52014	-95.88173	897.21	Stade Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743471S	29.51220	-95.89461	898.18	Daily Road	Rosenberg	Fort Bend			X	
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Pub	At-Grade	743477H	29.47812	-95.95011	902.25	Grunwald Road	Beasley	Fort Bend			X	Gates
Pub	At-Grade	743479W	29.46734	-95.96801	903.58	Doris Gin Road	Kendleton	Fort Bend	X			
Pub	At-Grade	743480R	29.45715	-95.98486	904.78	Darst Gin Road	Kendleton	Fort Bend	X			
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									2	0	8	1

Exhibit A

Rosenberg Sub, DOT# 743477H, Railroad Mile Post 902.25

Grunwald Road, Fort Bend County

CROSSING PROJECT
WORK AUTHORIZATION AGREEMENT

In accordance with the Master Construction & Maintenance Corridor agreement between the Texas Department of Transportation (the "State") and The Kansas City Southern Railway Company (the "Railroad") entered into on October 15, 2008, the Railroad has prepared plans to reactivate the Rosenberg Subdivision rail line from Railroad Milepost (RRMP) 2.5 in Rosenberg, Fort Bend County, Texas to RRMP 87.0 in Victoria, Victoria County, Texas.

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W I T N E S S E T H

WHEREAS, the State, the Railroad, and the Local Government propose to install a highway-railroad grade crossing warning system at the crossing shown on the layout marked Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

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1. RIGHTS. The Railroad hereby grants license and permission to the road authority to cross Railroad right of way. Said license and permission given herein shall not prevent the Railroad from operating its trains or multiplying or changing its tracks across the land over which license and permission has been given and grants additional permission to the road authority for maintenance of said facilities as shown in project plans as attached hereto and made a part hereof as **Exhibit A**.

This license and permission is given subject to any existing license which provides rights of utility companies to maintain and operate pole and wire lines thereon and thereover, and the road authority shall make its own arrangements with the utility companies for any necessary relocation or alteration of said pole and wire lines.

It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

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4. RESPONSIBILITIES. The Railroad, unless otherwise provided, shall make changes or alterations in the tracks, wire lines, drainage or other facilities located in the crossing right-of-way which may be required by construction. The Railroad shall contact the State a minimum of three (3) weeks prior to commencement of work to request a Work Order. The Work Order is necessary to provide the State the opportunity to inspect the work during construction and coordinate any traffic control which may be necessary during construction.

5. CONSTRUCTION. The Railroad shall install the grade crossing warning system in accordance with the approved Exhibit A. The Railroad shall commence the installation within three weeks after receipt of Work Order from the State for such project, and shall proceed diligently to completion of the installation. Materials and labor required for the installation of the warning system are to be furnished by the Railroad. Materials are to be of the kind and quality detailed in the Exhibit A. Assembly of materials should be undertaken sufficiently in advance to assure prompt delivery to the job site. Payment for any expenses whatsoever in connection with the project will be contingent upon issuance of a Work Order.

Upon completion of the project, the Railroad will notify the State and Local Government to conduct a final inspection of the work performed.

6. PAYMENT – LUMP SUM.

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By signing this agreement, you hereby give the Railroad and/or its Contractor permission to perform the work as detailed on the attached Exhibit A.

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Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

LOCAL GOVERNMENT Fort Bend County

_____ Date 3-3-09
(Name & Title) Robert Hebert, County Judge

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

_____ VP & CE Date 1/26/09
(Name & Title)

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2/17/2009

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									2	0	8	1

Exhibit A

Rosenberg Sub, DOT# 743479W, Railroad Mile Post 903.58

Doris Gin Road, Fort Bend County

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Exhibit A

Rosenberg Sub, DOT# 743480R, Railroad Mile Post 904.78

Darst Gin Road, Fort Bend County

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Exhibit A

Rosenberg Sub, DOT# 743484T, Railroad Mile Post 906.89

Hilltop Road, Fort Bend County

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A G R E E M E N T

1. RIGHTS. The Railroad hereby grants license and permission to the road authority to cross Railroad right of way. Said license and permission given herein shall not prevent the Railroad from operating its trains or multiplying or changing its tracks across the land over which license and permission has been given and grants additional permission to the road authority for maintenance of said facilities as shown in project plans as attached hereto and made a part hereof as **Exhibit A**.

This license and permission is given subject to any existing license which provides rights of utility companies to maintain and operate pole and wire lines thereon and thereover, and the road authority shall make its own arrangements with the utility companies for any necessary relocation or alteration of said pole and wire lines.

It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

The State, the Railroad, and the Local Government agree to the joint installation of a grade crossing warning system across Railroad property at the intersection of the track and highway listed on Exhibit "A".

2. CONDITIONS. These rights, given hereby, shall not in any way conflict or interfere with any prior or existing rights of the Railroad at the crossing. It is agreed that if there are future track modifications at the crossing, the Railroad will restore the highway to proper condition and restore the functional operation of the warning system.

3. DESIGN - PLANS AND ESTIMATE. The Railroad will transmit to the State and Local Government, for approval, a plan layout for the proposed grade crossing warning system. The Railroad will also transmit to the State and Local Government a copy of the previously approved lump sum cost estimate reflecting the type of warning devices to be installed. The lump sum estimate will reflect the same design as the Railroad plan layout. After having been approved by the State and Local Government, said plans are to be marked Exhibit A and attached hereto.

4. RESPONSIBILITIES. The Railroad, unless otherwise provided, shall make changes or alterations in the tracks, wire lines, drainage or other facilities located in the crossing right-of-way which may be required by construction. The Railroad shall contact the State a minimum of three (3) weeks prior to commencement of work to request a Work Order. The Work Order is necessary to provide the State the opportunity to inspect the work during construction and coordinate any traffic control which may be necessary during construction.

5. CONSTRUCTION. The Railroad shall install the grade crossing warning system in accordance with the approved Exhibit A. The Railroad shall commence the installation within three weeks after receipt of Work Order from the State for such project, and shall proceed diligently to completion of the installation. Materials and labor required for the installation of the warning system are to be furnished by the Railroad. Materials are to be of the kind and quality detailed in the Exhibit A. Assembly of materials should be undertaken sufficiently in advance to assure prompt delivery to the job site. Payment for any expenses whatsoever in connection with the project will be contingent upon issuance of a Work Order.

Upon completion of the project, the Railroad will notify the State and Local Government to conduct a final inspection of the work performed.

6. PAYMENT – LUMP SUM.

a. Reimbursement to the Railroad will be made for work performed and materials furnished as set forth in the approved cost estimate in accordance with the provisions of the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration on December 9, 1991, and amendments thereto except as modified by the provisions herein.

b. The Railroad will submit a complete and final bill, including all eligible costs, when the project is completed and the work is accepted by the State and Local Government. The State will pay to the Railroad 35% of the costs detailed on the bill as a Lump Sum payment to the Railroad.

c. The Railroad shall retain adequate cost accounting records for auditing purposes for three years after the final payment. The audit shall not affect the amount owed by the State to the Railroad under this Agreement.

7. MAINTENANCE.

a. The Railroad shall maintain and operate this highway-railroad grade crossing warning system as installed and in accordance with the design of operation as shown in the Exhibit A. No changes are to be made in the design, operation or location of the warning system without the written approval of the State.

b. The Local Government agrees to maintain the pavement markings and advance warning signs placed along the roadway under their jurisdiction in accordance with the guidelines in the Texas Manual on Uniform Traffic control Devices (MUTCD) as shown on the attached **Exhibit A**.

c. The Local Government agrees to trim and maintain trees and vegetation for adequate visibility of the crossing warning devices and advance warning signs located along the roadway under their jurisdiction and outside of Railroad right of way, as shown on the attached Exhibit A, and as acknowledged by the signature below.

8. All provisions concerning the State, which are stipulated herein, related to highway facilities not located on the state highway system shall automatically cease and terminate upon official completion of the project. For those facilities not located on the state highway system, the Local Government shall assume the rights of the State after the Railroad has completed the project, the State has accepted the work, and the State has paid the Railroad their portion of all eligible costs incurred hereunder.

9. The local government agrees to the closure of the Hilltop Road at-grade crossing at approximate railroad mile post 906.89 in return for allowing the a Hilltop Road at-grade crossing to be located at approximate railroad mile post 907.10

By signing this agreement, you hereby give the Railroad and/or its Contractor permission to perform the work as detailed on the attached Exhibit A.

If these terms are acceptable please indicate acceptance by signing and returning the enclosed triplicate original of this permission.

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

LOCAL GOVERNMENT Fort Bend County

_____ Date 3-3-09
(Name & Title) Robert Hebert, County Judge

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

_____ VP&CE Date 1/26/09
(Name & Title)

Notices:
For the purposes of this Agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas

Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For The Kansas City Southern Railway Company

Vice President and Chief Engineer
The Kansas City Southern Railway Company
PO Box 219335
Kansas City, MO 64121-9335

Fort Bend County, Texas

_____

_____

_____

Fort Bend County Crossings on the Rosenburg Sub

2/17/2009

Crossing Characteristics									Public Crossings			
Type Xing	Position	DOT#	Latitude	Longitude	New MP	Street, Road, Hwy	In or Near	County	XB w/ Stop	XB w/ Yield	Gates	Old Active Traffic Control
Pub	At-Grade	743469R	29.52931	-95.86686	896.11	Miller Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743470K	29.52014	-95.88173	897.21	Stade Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743471S	29.51220	-95.89461	898.18	Daily Road	Rosenberg	Fort Bend			X	
Pub	At-Grade	743472Y	29.50367	-95.90843	899.18	Hamlink	Beasley	Fort Bend			X	
Pub	At-Grade	743473F	29.49814	-95.91739	899.86	Third Street	Beasley	Fort Bend			X	
Pub	At-Grade	743474M	29.49764	-95.91817	899.91	Fourth Street	Beasley	Fort Bend			X	
Pub	At-Grade	743477H	29.47812	-95.95011	902.25	Grunwald Road	Beasley	Fort Bend			X	Gates
Pub	At-Grade	743479W	29.46734	-95.96801	903.58	Doris Gin Road	Kendleton	Fort Bend	X			
Pub	At-Grade	743480R	29.45715	-95.98486	904.78	Darst Gin Road	Kendleton	Fort Bend	X			
Pub	At-Grade	743484T	29.44004	-96.01308	906.89	Hilltop Road	Kendleton	Fort Bend			X	
									2	0	8	1

Exhibit A

18C

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

On this the **3rd** day of **March** 2009 , the Commissioners' Court, with the following members being presen

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: **Choices & Consequences** **100565100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property & Equipment	100565100-64000	$ 727
	TOTAL TRANSFERRED TO:	**$ 727**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Non-Departmental Contingency	100409100-66500	$ 727
	TOTAL TRANSFERRED FROM:	**$ 727**

EXPLANATION: Transfer funds for goods received in FY2009 for FY2008 purchase.

Department Head: _____ Date: 2/27/09

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

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

AGENDA ITEM

19A

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: 02/24/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action on Addendum to Right of Way Services Agreement between Fort Bend County and PAS Property Acquisition Services, Inc. increasing the contract by $500,000.00 to provide services in Precincts 1,2,3 &4. (Fund: Right of Way)

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):

36-09 2 origs. ret. to Paulette at Engineering

ADDENDUM TO RIGHT OF WAY SERVICES AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and PAS Property Acquisition Services, Inc. ("CONTRACTOR") entered into a Right of Way Services Agreement (hereinafter "AGREEMENT" *and incorporated as if fully set forth*) effective February 24, 2004. In addition, COUNTY and CONTRACTOR entered into Addendums to Right of Way Services Agreement (hereinafter "ADDENDUMS *and incorporated as if fully set forth*) effective November 22, 2005, September 26, 2006, June 12, 2007, and February 12, 2008.

COUNTY desires to utilize CONTRACTOR to continue providing right of way and related technical services ("SERVICES") as outlined in the original agreement.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

1) The maximum amount payable under the AGREEMENT will be increased from $850,000.00 to $1,350,000.00.

2) SERVICES performed under this addendum will be related to acquisition, relocation, utility coordination and various right of way projects in association with the 2007 Bond Program, and any other right of way services directed by the County Engineer.

This ADDENDUM shall become part of the original AGREEMENT and said AGREEMENT remains in full force and effect. The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 3-3-09

CONTRACTOR

By: _____
Mark Heidaker, President

Date: 2-24-09

ATTEST:

_____
Dianne Wilson, County Clerk

Attachment: Right of Way Services Agreement dated February 24, 2004 and Addendums to Right of Way Services Agreement dated November 22, 2005, September 26, 2006, June 12, 2007, and February 12, 2008.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $500,000.00 to pay the obligation of Fort Bend County under and within the foregoing Addendum.

_____
Robert Ed Sturdivant, Auditor

ADDENDUM TO RIGHT OF WAY SERVICES AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and PAS Property Acquisition Services, Inc. ("CONTRACTOR") entered into a Right of Way Services Agreement (hereinafter "AGREEMENT" *and incorporated as if fully set forth*) effective February 24, 2004. In addition, COUNTY and CONTRACTOR entered into Addendums to Right of Way Services Agreement (hereinafter "ADDENDUMS *and incorporated as if fully set forth*) effective November 22, 2005 and September 26, 2006 and June 12, 2007.

COUNTY desires to utilize CONTRACTOR to continue providing right of way and related technical services ("SERVICES") as outlined in the original agreement.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

1) The maximum amount payable under the AGREEMENT will be increased from $600,000.00 to $850,000.00.

2) SERVICES performed under this addendum will be related to acquisition and various right of way projects in association with the 2007 Bond Program, and any other right of way services directed by the County Engineer.

This ADDENDUM shall become part of the original AGREEMENT and said AGREEMENT remains in full force and effect. The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: February 12, 2008

CONTRACTOR

By: _____
Mark Heidaker, President

Date: 2-1-08

ATTEST:

_____
Dianne Wilson, County Clerk

Attachment: Right of Way Services Agreement dated February 24, 2004 and Addendums to Right of Way Services Agreement dated November 22, 2005 and September 26, 2006 and June 12, 2007.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $250,000.00 to pay the obligation of Fort Bend County under and within the foregoing Addendum.

_____
Robert Ed Sturdivant, Auditor

ADDENDUM TO RIGHT OF WAY SERVICES AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and PAS Property Acquisition Services, Inc. ("CONTRACTOR") entered into a Right of Way Services Agreement (hereinafter "AGREEMENT" *and incorporated as if fully set forth*) effective February 24, 2004. In addition, COUNTY and CONTRACTOR entered into Addendums to Right of Way Services Agreement (hereinafter "ADDENDUMS *and incorporated as if fully set forth*) effective November 22, 2005 and September 26, 2006.

COUNTY desires to utilize CONTRACTOR to continue providing right of way and related technical services ("SERVICES") as outlined in the original agreement.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

1) The maximum amount payable under the AGREEMENT will be increased from $500,000.00 to $600,000.00.

2) SERVICES performed under this addendum will be related to acquisition and appraisal cost on FM1464, FM 359, Ransom Road and various right of way projects in association with the 2007 Bond Program.

This ADDENDUM shall become part of the original AGREEMENT and said AGREEMENT remains in full force and effect. The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: June 12, 2007

CONTRACTOR

By: _____
Mark Heidaker, President

Date: 6-1-07

ATTEST: _____
Dianne Wilson, County Clerk

Attachment: Right of Way Services Agreement dated February 24, 2004 and Addendums to Right of Way Services Agreement dated November 22, 2005 and September 26, 2006.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $100,000.00 to pay the obligation of Fort Bend County under and within the foregoing Addendum.

_____
Robert Ed Sturdivant, Auditor

ADDENDUM TO RIGHT OF WAY SERVICES AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and PAS Property Acquisition Services, Inc. ("CONTRACTOR") entered into a Right of Way Services Agreement (hereinafter "AGREEMENT" *and incorporated as if fully set forth*) effective February 24, 2004. In addition, COUNTY and CONTRACTOR entered into an Addendum to Right of Way Services Agreement (hereinafter "ADDENDUM #1 *and incorporated as if fully set forth*) effective November 22, 2005.

COUNTY desires to utilize CONTRACTOR to continue providing right of way and related technical services ("SERVICES") as outlined in the original agreement.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

1) The maximum amount payable under the AGREEMENT will be increased from $350,000.00 to $500,000.00.

2) SERVICES performed under this addendum will be related to acquisition and appraisal cost on FM1464, FM 359, Trammel Fresno Road and any other projects assigned by the Fort Bend County Engineer.

This ADDENDUM shall become part of the original AGREEMENT and said AGREEMENT remains in full force and effect. The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 9-26-06

CONTRACTOR

By: _____
Mark Heidaker, President

Date: 9-11-06

ATTEST:

_____
Dianne Wilson, County Clerk

Attachment: Right of Way Services Agreement dated February 24, 2004 and Addendum to Right of Way Services Agreement dated November 22, 2005.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $150,000.00 to pay the obligation of Fort Bend County under and within the foregoing Addendum.

_____
Robert Ed Sturdivant, Auditor

ADDENDUM TO RIGHT OF WAY SERVICES AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and PAS Property Acquisition Services, Inc. ("CONTRACTOR") entered into a Right of Way Services Agreement (hereinafter "AGREEMENT" *and incorporated as if fully set forth*) effective February 24, 2004.

COUNTY desires to utilize CONTRACTOR to continue providing right of way and related technical services ("SERVICES") as outlined in the original agreement.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

1) The maximum amount payable under the AGREEMENT will be increased from $250,000.00 to $350,000.00.

2) SERVICES performed under this addendum will be related to acquisition and appraisal cost on FM1464, FM 359, Trammel Fresno Road and any other projects assigned by the Fort Bend County Engineer.

This ADDENDUM shall become part of the original agreement which is attached hereto as Exhibit "A" with all terms and conditions remaining in full force and effect.

The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 11-22-05

PROPERTY ACQUISITION SERVICES

By: _____
Mark Heidaker

Title: President

Date: 11-10-05

ATTEST: _____
Dianne Wilson, County Clerk

Attachment: Right of Way Services Agreement dated February 24, 2004

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $100,000.00 to pay the obligation of Fort Bend County under and within the foregoing Addendum.

_____
Robert Ed Sturdivant, Auditor

RIGHT OF WAY SERVICES AGREEMENT

This Right of Way Services Agreement ("Agreement") is entered into by and between the County of Fort Bend, Texas ("COUNTY"), and PAS Property Acquisition Services, Inc. ("Contractor"). The County and Contractor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

In consideration of their mutual covenants hereunder, the Parties agree as follows:

1. **Contract Period and Scope of Services.** The County may from time to time request that Contractor perform certain right of way and related technical services (the "Services"). Each request shall be made in the form of a written "authorization letter" or "job order" that refers specifically to this Agreement and describes with particularity the Services being requested and the time for performance. The Services to be provided may include, among others, those set forth in "Services to be Provided" attached hereto as Exhibit A. Authorizations or job orders will be issued for a period not to exceed two (2) years after the effective date of this Agreement and may subsequently be renewed upon mutual written agreement of the Parties.

2. **Performance of Services.** After accepting a request for Services, Contractor will perform the Services as an independent contractor. County agrees to provide Contractor with such information, data and criteria as may be required from time to time by Contractor to perform the Services efficiently and in accordance with this Agreement.

3. **Compensation and Charges for Services.** The maximum amount payable under this Agreement unless otherwise modified is two hundred fifty thousand dollars ($250,000.00). Charges for Services will be made in accordance with the Schedule of Rates and Expense Reimbursements attached hereto as Exhibit B. Contractor shall invoice monthly for Services performed and payment shall be made by County within thirty (30) days of receipt of invoice. Any additional work that may be required over and above $250,000.00 must receive prior approval by Fort Bend County Commissioners Court. Contractor shall maintain such books and records as may be reasonably required to substantiate charges invoiced under this Agreement.

4. **Confidential Information.** All confidential data and information acquired by Contractor from the County during the performance of Services shall be kept confidential and shall not be disclosed by Contractor to third parties without the written consent of County, unless Contractor is required by law or court order to make disclosure. Data and information obtained by Contractor in the ordinary course of its business, or which is in the public domain through no wrongful act of Contractor shall not be considered confidential.

5. **Ownership of Work Product.** All reports, records, and other electronic files, sketches, working drawings and other tangible evidence of Contractor's work product prepared hereunder for County shall be the property of County. Contractor may retain a record copy of its work product. The County agrees to indemnify and hold harmless Contractor from liability arising from use by County of Contractor's work product on projects, which were not the subject of a request for Services under this Agreement.

6. **Indemnification .** Contractor shall indemnify and hold harmless County and its affiliates, and the directors, officers, shareholders, employees and agents thereof, from and against liability loss, damage or expense, including reasonable attorney's fees and costs, to the extent such liability loss, damage or expense is directly attributable to the negligence of Contractor in performing the Services. The indemnified party shall promptly advise the other in writing of any claims, which could give arise to a right of indemnification under this Paragraph 6. The indemnified Party shall have the right, at its expense, to participate in the defense of such claim.

7. **Excluded Services .** The Parties acknowledge and agree that Contractor shall not supervise, direct or control County's other contractors or subcontractors at any tier ("County's Contractors"), nor shall Contractor have authority over or responsibility for: (a) the means, methods, techniques or sequences of work process or other work performed; (b) jobsite safety or enforcement of federal, state, local or other safety requirements in connection with the work performed; (c) any failure to comply with applicable laws, rules, regulations, ordinances, codes, permits or orders; or (d) any actions or omissions, including their failure to perform in accordance with their contractual responsibilities, by the County's Contractors.

8. **Force Majeure .** Except for the payment of money when due, should either Party be unable, in whole or in part, to perform its obligations under this Agreement by reason of force majeure, such Party shall be excused form performance to the extent it is affected by such force majeure. The Party affected by force majeure shall endeavor to remedy the impediment to its performance with all reasonable dispatch. The term "force majeure" shall mean any cause beyond the control of the Party claiming force majeure and which, despite the exercise of due diligence, such Party is unable to prevent to overcome.

9. **Insurance.** Contractor shall carry, at its expense; the insurance coverages set forth in "Insurance Coverage" attached hereto as Exhibit C.

10. **Termination and Suspension.** (a) Either Party shall have the right to terminate this Agreement if the other Party materially defaults in the performance of its obligations hereunder and fails to commence steps to remedy such default within fifteen (15) days after written notice thereof. County shall also have the right to terminate this Agreement for its own convenience upon thirty (30) days written notice to Contractor. In the event of termination, Contractor shall be paid for all (i) Services rendered up to the termination date and (ii) in cases where the termination is not due to the default of Contractor, costs incurred by Contractor for an orderly discontinuance of Services. All partially completed work product shall be delivered to County after termination and payment therefore.

(b) County may suspend performance of the Services provided that it issues to Contractor a written suspension notice, which includes an undertaking by the County to adjust the price and/or the performance schedule for the impact of the suspension.

11. **Adjustments.** In the event of: (a) changes or additions to the scope of Services requested; or (b) delays in the performance of Services by reason of force majeure, charges and/or performance schedules shall, if appropriate, be adjusted. Upon the occurrence of any change, addition or delay, Contractor shall, as soon as practicable, propose to the County for consideration and mutual agreement, an adjustment to charges and/or performance schedules.

12. **Warranty.** Contractor warrants that the Services shall be performed with that degree of skill and judgment normally exercised by professional right of way firms performing services of a similar nature. Contractor's liability for its work product shall be limited to re-performing and correcting, at its own expense, Services which are (i) deficient because of Contractor's failure to perform said Services in accordance with above standard of skill and judgment, and (ii) reported in writing to Contractor within a reasonable time, not to exceed thirty (30) days, from discovery thereof, but in no event later than one (1) year from completion of the relevant Services. Contractor shall be afforded a reasonable time to re-perform and correct said work product after written report. The Parties agree that there are no standards of performance, guarantees or warranties extending beyond those expressed in this Paragraph.

13. **Notices.** Any notices or communications required or permitted to be given hereunder shall be given in writing by delivery in person or by first class mail addressed to the Party, postage prepaid, or by facsimile at the following addresses or such other address(ees) as a Party may from time to time designate in writing:

If to County:

Robert E. Hebert
Fort Bend County Judge
309 South Fourth St., Suite 719
Richmond, Texas 77469
Telephone: 281-341-8608
Facsimile: 281-341-8609

If to Contractor:

PAS Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 320
Sugar Land, Texas 77479

Telephone: 281-343-7171
Facsimile: 281-343-8181
Attention: Mark Heidaker

with copy to:

Fort Bend County Engineering
1124-52 Blume Rd.
Rosenberg, TX 77471-1149
Telephone: (281) 633-7507
Facsimile: (281) 342-7366
Attention: Mr. D. Jesse Hegemier, P.E.

Notices delivered in person shall be effective upon delivery. Notices sent by mail shall be effective on the third day after being so mailed. Notices sent by facsimile shall be effective on the day following transmission.

14. **Assignments and Subcontracts.** This Agreement shall inure to the benefit of and be binding upon Parties and their successors and permitted assigns. Neither Party shall assign all or any part of this Agreement, except to an affiliate, without the prior written consent of the other Party. Contractor shall obtain the consent of County before subcontracting any component of the Services, such consent not to be unreasonably withheld by County.

15. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflict of law or other provision referencing the laws of another jurisdiction. The County and Contractor each hereby submit to the exclusive jurisdiction of the federal and state courts located in Fort Bend County, Texas and

agree that services of process may be effected upon them by delivery in accordance with Paragraph 13.

16. **Severability.** In the event any portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remainder of this Agreement shall be unaffected.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all previous bids, proposals, contracts, understandings and other agreements between the Parties. This Agreement may not be amended except in writing signed by both Parties. In the event of a conflict between this Agreement and any "job order" or "authorization letter" issued in connection herewith, the provisions of this Agreement shall prevail.

In Witness Whereof, the Parties hereto have executed this Agreement effective as of the day and year last executed below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 2-24-04

ATTEST: _____
Dianne Wilson, County Clerk

PROPERTY ACQUISITION SERVICES

By: _____

Title: President

Date: 2/24/04

Attachments: Exhibit "A" Services
Exhibit "B" Rate Schedule
Exhibit "C" Insurance Coverage

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $250,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

_____
Robert Ed Sturdivant, Auditor

JS:lj:property acquisition services:3612-

Exhibit A

Services to be Provided

The Services to be provided under this Agreement shall be those requested by the County and accepted by Contractor in accordance with Paragraphs 1 and 2 of this Agreement. These Services may include, among others, Project management, feasibility studies; project staffing; facility/route selection; title abstracting; survey permission and notification; land surveys and mapping; relocation assistance; noise mitigation; right-of-way acquisition; permitting; curative work; due diligence; land damage settlement; administrative support; expert witness testimony; bid package preparation; and related consulting services.

Exhibit B

Schedule of Rates and Expense Reimbursements

The rates and reimbursements set forth in this Exhibit B are subject to annual adjustment by Contractor provided Contractor gives the County a minimum of sixty (60) days written notice of any such adjustment.

The Hourly Rate Schedule is based on a per hour basis respectively. Consultant will be paid at the rates per service or employee shown below. The County will reimburse Consultant for ***actual***, project-related expenses at the rates set forth below.

Consultant will submit monthly invoices for services provided through the last day of each month to the County, accompanied by an explanation of charges, professional fees, services, and expenses. County will pay such invoices according to its normal payment procedures.

HOURLY RATE SCHEDULE

Principal	$100.00 / hr
Expert Witness at Eminent Domain Hearing	$ 85.00 / hr
Project Management	$ 75.00 / hr
Condemnation Support	$ 65.00 / hr
Title Coordinator / Examiner	$ 65.00 / hr
Right of Way Agent.	$ 75.00 / hr
Right of Way Assistant	$ 40.00 / hr

All salary classifications may not be necessary on every project.

REIMBURSABLE PROJECT EXPENSES

MISCELLANEOUS PROJECT RELATED EXPENSES

a) Reproduction, duplicating and blueprinting service
b) Recording fees
c) Other expenses authorized by the County in the performance of the Scope of Services.

Exhibit C

Insurance Coverage

Contractor shall carry the following minimum insurance coverage:

(a) Workers' Compensation and Employers' Liability Insurance in accordance with statutory requirements; provided that the minimum limits of employers' liability insurance shall not be less than $100,000 per accident, $500,000 for disease and $100,000 for each employee.

(b) Commercial General Liability Insurance with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined.

(c) Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage combined and covering owned hired and non-owned vehicles utilized in connection with Services performed.

(d) Right of Way Professional Liability Insurance, with limits of not less than $1,000,000 per each claim for bodily injury and property damage combined.

AGENDA ITEM

19B

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: 02/24/2009	Submitted By:P.Batts
	Department: Engineering
Court Agenda Date: 03/03/09	Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Departmenet of Transportation regarding certain highway improvements on Highway FM359 from US90A to Jones Creek, Precincts 1 and 3.

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):

3-6-09 Copy received

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

February 20, 2009

CONTACT: ROW

Supplemental Contractual Agreement
For Right of Way Procurement-Local Government
ROW CSJ 0543-02-056
CSJ 0543-02-047
Fort Bend County
FM 359: From West of Farmer Road to US 90A

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

Dear Mr. Hegemier:

Transmitted herewith please find triplicate copies of the Supplemental Contractual Agreement for Right of Way Procurement covering the above subject project for your execution. This supplemental agreement will authorize you to continue with acquisition of right of way for this highway project, and Texas Department of Transportation (TxDOT) agrees to reimburse Fort Bend County in accordance with the terms and provisions of the original contract when funding becomes available.

Upon receipt of the executed supplemental agreement, TxDOT will execute and return a copy for your files.

If additional information is needed, please contact Ms. Frances Willison, P. E., Director of District Right of Way at (713) 802-5681 or Ms. Brenda McKinney at (713) 802-5727.

Sincerely,

Gabriel Y. Johnson, P.E.
Director of Transportation
Planning and Development
Houston District

BM
Attachments
cc: Ms. Frances Willison, P.E.

SUPPLEMENTAL CONTRACTUAL AGREEMENT

FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

THE STATE OF TEXAS	§	County: Fort Bend
	§	
COUNTY OF ~~TRAVIS~~ Fort Bend	§	ROW CSJ No.: 0543-02-056
		Project CSJ 0543-02-047
		Highway: FM 359

This supplemental contractual agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Harris County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____ , 200___, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** previously entered into a Contractual Agreement for Right of Way Procurement-Local Government on October 3, 2006, (hereinafter referred to as "Original Contract") with regard to procurement of right of way on the following indicated highway project limits: FM 359

From West of Farmer Road

To US 90A

WHEREAS, the **State** is experiencing a decline in funding available for construction of new highway facilities and has determined that construction of this project will need to be indefinitely suspended;

WHEREAS, the **Local Government** is willing to continue acquisition of right of way for this project even though the **State** is currently unable to reimburse the **Local Government** for the **State's** share of the cost; and

WHEREAS, it is mutually desired by the **Local Government** and the **State** to modify said Original Contract in order to implement the above described objectives;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Original Contract is hereby modified as follows:

The **Local Government** acknowledges that construction of the project is indefinitely suspended and any additional acquisition of right of way is at the **Local Government's** risk. The **State** authorizes the **Local Government** to continue with acquisition of right of way for this highway project and agrees to reimburse the **Local Government** in accordance with the terms and provision of the Original Contract when the **State** reinstates this highway project and funding becomes available.

Except as specifically modified hereby, the provisions of the Original Contract shall continue in full force and effect.

LOCAL GOVERNMENT OF FORT BEND COUNTY , TEXAS

By: _____

Robert Hebert

Title: County Judge

Date: 3-3-09

EXECUTION RECOMMENDED:

By: _____

District Engineer

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

John P. Campbell, P.E.

Right of Way Division Director

Date: _____

Form ROW-RM-37
Replaces Form ROW-RM-37 and ROW-RM-38
(Rev. 4/2006)
GSD-EPC

(Modified)

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Fort Bend | Federal Project No: | ROW CSJ No: 0543-02-056
District: Houston | Highway: FM 359

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Fort Bend County ,Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 3rd day of Oct., 2006, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 359 from US 90A to Jones Creek, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as

otherwise specifically approved by the **State**. The **Local Government** will be responsible for providing relocation assistance services in accordance with all applicable Federal and State laws. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State.**

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State.** The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government.**

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State.** In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government.**

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State.** In the event the cost of the fencing is estimated to exceed

$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT FORT BEND COUNTY

By: _____
Robert Hebert
Title: County Judge

Date: October 3, 2006

EXECUTION RECOMMENDED:

_____
District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: 11/2/06

19C

AGENDA ITEM

19C

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: 02/24/2009	Submitted By:P.Batts
	Department: Engineering
Court Agenda Date: 03/03/09	Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on the Supplemental Contractual Agreement for Right of Way Procurement between Fort Bend County and Texas Department of Transportation regarding certain highway improvements on Highway FM1464 from Shiloh Lake Drive to SH99, Precinct 4.

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):

3-6-09 copy received

Texas Department of Transportation
P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

February 20, 2009

CONTACT: ROW

Supplemental Contractual Agreement
For Right of Way Procurement-Local Government
ROW CSJ 1415-02-041
CSJ 1415-02-040
Fort Bend County
FM 1464: From Shiloh Lake Drive to SH 99

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

Dear Mr. Hegemier:

Transmitted herewith please find triplicate copies of the Supplemental Contractual Agreement for Right of Way Procurement covering the above subject project for your execution. As discussed with Mr. Gabe Johnson, P. E., the Texas Department of Transportation (TxDOT) recommends that this supplement be utilized to allow Fort Bend County (County) to advance the right of way project to improve safety and mobility and complete construction on this corridor. TxDOT has recently completed this supplement on an important project with another Local Public Agency who recognizes the practicality of moving these types of transportation projects forward. This supplemental agreement will authorize you to continue with acquisition of right of way for this highway project, and TxDOT agrees to reimburse the County in accordance with the terms and provisions of the original contract when funding becomes available.

Upon receipt of the executed supplemental agreement, TxDOT will execute and return a copy for your files.

If additional information is needed, please contact Ms. Frances Willison, P. E., Director of District Right of Way at (713) 802-5681 or Ms. Brenda McKinney at (713) 802-5727.

Sincerely,

Gabriel Y. Johnson, P.E.
Director of Transportation
Planning and Development
Houston District

BM
Attachments
cc: Ms. Frances Willison, P.E.

SUPPLEMENTAL CONTRACTUAL AGREEMENT

FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

THE STATE OF TEXAS	§	County: Fort Bend
	§	
COUNTY OF ~~TRAVIS~~ FORT Bend	§	ROW CSJ No.: 1415-02-041
		Project CSJ 1415-02-040
		Highway: FM 1464

This supplemental contractual agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Harris County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____ , 200___, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** previously entered into a Contractual Agreement for Right of Way Procurement-Local Government on October 3, 2006, (hereinafter referred to as "Original Contract") with regard to procurement of right of way on the following indicated highway project limits: FM 1464

From Shiloh Lake Drive

To SH 99

WHEREAS, the **State** is experiencing a decline in funding available for construction of new highway facilities and has determined that construction of this project will need to be indefinitely suspended;

WHEREAS, the **Local Government** is willing to continue acquisition of right of way for this project even though the **State** is currently unable to reimburse the **Local Government** for the **State's** share of the cost; and

WHEREAS, it is mutually desired by the **Local Government** and the **State** to modify said Original Contract in order to implement the above described objectives;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Original Contract is hereby modified as follows:

The **Local Government** acknowledges that construction of the project is indefinitely suspended and any additional acquisition of right of way is at the **Local Government's** risk. The **State** authorizes the **Local Government** to continue with acquisition of right of way for this highway project and agrees to reimburse the **Local Government** in accordance with the terms and provision of the Original Contract when the **State** reinstates this highway project and funding becomes available.

Except as specifically modified hereby, the provisions of the Original Contract shall continue in full force and effect.

LOCAL GOVERNMENT OF FORT BEND COUNTY , TEXAS

By: _____
Robert Hebert

Title: County Judge

Date: 3-3-09

EXECUTION RECOMMENDED:

By: _____
District Engineer

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

John P. Campbell, P.E.

Right of Way Division Director

Date: _____

Form ROW-RM-37
Replaces Form ROW-RM-37 and ROW-RM-38
(Rev. 4/2006)
GSD-EPC

(Modified)

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Fort Bend | Federal Project No: | ROW CSJ No: 1415-02-041
District: Houston | Highway: FM 1464

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Fort Bend County ,Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 3rd day of Oct., 2006, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 1464 from Shiloh Lake Drive to SH 99, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel

involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. The **Local Government** will be responsible for providing relocation assistance services in accordance with all applicable Federal and State laws. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State.**

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government.**

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed

$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT FORT BEND COUNTY

By: _____
Robert Hebert
Title: County Judge

Date: October 3, 2006

EXECUTION RECOMMENDED:

_____
District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: 11/2/06

20A

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: February 25, 2009	**Submitted By: Laura Dougherty**
	Department: Facilities Management & Planning
Court Agenda Date: March 3, 2009	**Phone Number: 281-633-7017**

SUMMARY OF ITEM:
Approve Settlement and Agreement with Blackmon-Mooring, in an amount not to exceed $24,000.00, for services performed at the 5th Street Boys and Girls Club.

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

List Supporting Documents Attached: Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 100410101 Account Number: 63700
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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

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

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

RECOMMENDATION / ACTION REQUESTED:

COUNTY JUDGE
RECEIVED
FEB 25 2009

Special Handling Requested (specify): Please Approve

3-6-09 2 origs ret. to Laura at Facilities

FM 90123

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

SETTLEMENT AGREEMENT AND RELEASE

1. WHEREAS, Blackmon Mooring of Houston, Inc. provided services to Fort Bend County, Texas, on or about October 20, 2008 at the Boys and Girls Club, 3110 5th Street, Stafford, Texas; and,

2. WHEREAS, the Parties hereto desire to compromise and settle disputes and claims between themselves and are entering into this Settlement Agreement and Release (the "Agreement") for the purpose of compromising and settling their differences.

3. Now therefore and in consideration of the mutual covenants, representations and promises made herein, and other good and valuable consideration, which is hereby acknowledged and confessed, the Parties do hereby covenant and agree as follows:

   (a) All parties shall execute the Agreement;
   (b) Fort Bend County shall pay to Blackmon Mooring of Houston, Inc. the amount of $24,000.00 for all services provided at the Boys and Girls Club, 3110 5th Street, Stafford, Texas, from October 20, 2008 to the date of this Agreement.

4. In consideration of the agreements set forth below and in Paragraph 3 above and other good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, Blackmon Mooring of Houston, Inc. hereby DISMISSES, RELEASES and FOREVER DISCHARGES and by these presents for itself and its successors and assigns DISMISSES, RELEASES and FOREVER DISCHARGES Fort Bend County, Texas, all agents, servants, employees, officers, attorneys, successors and assigns and all other person, natural or corporate, in privity with them, or any of them from all claims, demands, debts, obligations, liabilities, suits, liens, bond claims, causes of action or actions at law or in equity under any state or federal statute or law, all actual, consequential and exemplary damages, expenses, costs (including reasonable attorney's fees) and all other damages of any kind whatsoever, as they relate to services provided at the Boys and Girls Club, 3110 5th Street, Stafford, Texas.

5. The Agreement is made in compromise and settlement of all disputed and undisputed claims as between the Parties and is made for the promises and consideration stated herein and for the reason that such parties may buy their peace without incurring the expense of litigation.

6. The Agreement has been made and executed in the State of Texas and shall in all respects be governed by the laws of the State of Texas. Venue of any dispute or action regarding the Agreement shall be in Fort Bend County, Texas. In the event that one or more of the provisions contained herein shall for any reason be held to be invalid, the Agreement shall be continued as if such invalid or unenforceable provision had never been contained herein.

7. The undersigned, each of whom executes the Agreement, represents that each has read the Agreement, and that each fully understands the same and that it is executed for the consideration herein expressed, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, and that each party who executes the Agreement in a representative capacity does so with full authority to do so.

8. The Agreement may be executed and delivered in counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same agreement.

Signed the 30 day of January, 2009.

BLACKMON MOORING OF HOUSTON, INC.

By: _____
Name: Andrew P. Durham
Title: Project Coordinator

This instrument was acknowledged before me on the 30th day of Jan., 2009, by Andrew P. Durham as authorized representative of Blackmon Mooring of Houston, Inc.

MARGARET ANN KUNZ
Notary Public, State of Texas
My Commission Expires
August 08, 2009

Margaret A Kunz
Notary Public in and for
The State of Texas

My Commission Expires: Aug 8, 2009

Fort Bend County, Texas

By: _____
Robert E. Hebert, County Judge

Date: 3-3-09

Attest: _____
Dianne Wilson, County Clerk

RECORDED ON 3-13-09
IN THE COMMISSIONER COURT
MINUTES OF 3-3-09

AGENDA ITEM

FORT BEND COUNTY FY 2009 20B

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted:	**02/26/2009**	**Submitted By: Mary Reveles**
		Department: FACILITIES
Court Agenda Date:	**03/03/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

FACILITIES MANAGEMENT & PLANNING

Take all appropriate action on the First Amendment to the Agreement for Professional Materials Testing Services between Fort Bend County and Paradigm Consultants, Inc. for geotechnical testing at the Sienna Branch Library, increasing the funding by $6000. (Fund: Facility Bond Project).

The amount is increasing from $49,070 to $55,070 for additional services as outlined in Exhibit A to the amendment.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ **(✓ when completed)**
If by E-Mail to gspindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
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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)
☒			☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-6-09 3 origs. ret. to Mary at Co Attorney

Fm 90154

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES

THIS FIRST AMENDMENT to the Agreement for Professional Materials Testing Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Paradigm Consultants, Inc., hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Consultant entered an agreement for the Project, Agreement for Professional Materials Testing Services dated August 26, 2008, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Consultant desire to amend said Agreement as set forth in Consultant's proposal dated January 24, 2009, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Consultant is hereby amended to read:

A. An additional amount not-to-exceed $6,000.00 (Six Thousand Dollars) shall be available for additional services provided by Consultant in connection with the Project as described in Exhibit A.

B. Section VII of the Agreement is amended as follows:

7.01 Prior to the execution of this Agreement, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $55,070.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $55,070.00 for described scope of work for the Project.

C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.

D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

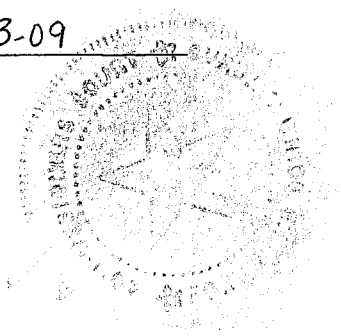
This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge — Date: 3-3-09

Attest:

Dianne Wilson, County Clerk



APPROVED:

By: Don Brady, County Facilities Management & Planning Director — Date: 2-27-09

CONSULTANT: Paradigm Consultants, Inc.

Thomas Lapsley, Principal — Date: 2/27/09

MER:Paradigm Materials Testing.Sienna Library.2479.AMEND(02262009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $55,070.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: January 24, 2009 Proposal from Consultant
Exhibit B: August 26, 2008 Agreement

FM 9007U

January 24, 2009
Proposal No.: 09-008

Paradigm Consultants, Inc.

2501 Central Parkway
Suite A3
Houston, Texas 77092

Tel: 713.686.6771
Fax: 713.686.6795
paradigmconsultants.com

Mr. Donald G. Brady
Fort Bend County Facilities & Planning Department
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Proposal for Additional Geotechnical Study
Fort Bend County Library
Sienna Plantation
Fort Bend County, Texas

Dear Mr. Brady:

Paradigm Consultants, Inc. (Paradigm) appreciates the opportunity to submit this proposal to perform the additional geotechnical study for the above referenced project. We prepared our proposal based on our meeting on November 25, 2008.

Project Description
Paradigm has been assisting Fort Bend County Facilities and Planning Department in the design and construction of a new library facility to be constructed off Sienna Springs Boulevard in the Sienna Plantation area of Fort Bend County, Texas. We performed a previous geotechnical study and presented our findings, recommendations, and construction considerations in Paradigm Report No. 05-1081, dated September 13, 2005.

Plans were to support the column loads on drilled-and-underreamed piers bearing at a depth of 12-ft from the existing ground surface. A shallow groundwater table and soft soils were encountered during construction. The design and construction team has evaluated various options to support these column loads on spread footings, drilled shafts, augered cast in-place piles, and Geo Piers (intermediate footings). Currently, plans are to support these column loads on geopier foundations per due diligence. We were requested to provide spread footing recommendations and deep foundation (ACIP or drilled shaft) recommendations that were considered in the due diligence process. The report will present our geotechnical recommendations for spread footings and deep foundation recommendations.

Scope of Services
Our scope of services will consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of foundations for the proposed building. The following subsections present details of our proposed scope of service.

Field Exploration. As requested, we will drill and sample a total of two 20 ft borings and two 35 ft borings for this project. Our soil technician will be present during the field

exploration activities to oversee the drilling operations, direct the sampling efforts, and log the boreholes in general accordance with applicable ASTM standards.

Cohesive soils will be sampled using a 3-in. diameter, thin-walled tube and granular soils will be sampled with a split-barrel sampler while performing a Standard Penetration Test (SPT). Soil sampling will be performed in general accordance with applicable ASTM standards. We will transport portions of the recovered samples to our soil mechanics laboratory for testing.

We will collect samples at 2-ft intervals to 12-ft depth with additional samples taken from 13 ft to 15 ft and at 5-ft intervals, thereafter, to the completion depth of borings. The boreholes will be dry augered to the depth where water is encountered or borehole instability occurs. If water is encountered, the water level will be allowed to stabilize for at least 15 minutes before we resume drilling with wet-rotary methods. We will take depth-to-water measurements within the open boreholes on the day of drilling. The open boreholes then will be filled with soil cuttings from our drilling operations.

Laboratory Testing
We will perform laboratory tests on selected samples to evaluate the physical and engineering properties of the recovered soils. We plan on performing soil classification tests including moisture content, Atterberg Limits (Liquid and Plastic Limits to determine the plasticity characteristics), fines content (percent passing No. 200 sieve), and strength tests including unconfined compression and/or unconsolidated-undrained triaxial compression tests. Laboratory tests will be performed using applicable ASTM standards.

Engineering Analyses and Reporting
The details of our field and laboratory programs, our findings, and our recommendations will be presented in our geotechnical report. Our geotechnical engineering recommendations will include design and construction recommendations for spread footings and deep foundations recommendations.

Fee and schedule
Our lump sum fee to provide mentioned scope of services for this project is **$6,000** with typical schedule for completion. Our typical schedule for field exploration (5 business days to schedule and drill), laboratory testing (5 business days), and reporting (5 business days) is about 3 weeks, weather permitting.

Please contact us if project needs cannot accommodate the typical schedule presented above. Additional fees, if any, for an expedited schedule will be provided upon request. Additionally, variations in the scope of the project may necessitate a change in the scope of services outlined and a change in fees. We will not proceed with a change in the scope of services without your approval.

Assumptions and Conditions
We assumed the borings are accessible to a truck mounted drill rig and one mob/demob for the project. Access, right-of-entry, and/or other permits will be provided by the client. Professional services (engineering recommendations) required/requested beyond the scope mentioned above will be provided on a time-and-materials basis.

Proposal Acceptance
To accept our proposal and authorize our services, please issue a purchase order for this project.

Closing
We appreciate having the opportunity to develop this proposal and look forward to working with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,
Paradigm Consultants, Inc.

Frank Ong, P.E.
Engineering Manager

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Paradigm Consultants, Inc., hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Consultant provide professional materials testing services for the construction of the proposed Sienna Branch Library, located in Fort Bend County, Texas, hereinafter called the "Project;" and,

WHEREAS, Consultant represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Consultant agrees to perform professional materials testing services in connection with the Project as stated herein and for having rendered such services, County agrees to pay to Consultant compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Consultant agrees to provide the services described Consultant's Proposal dated August 13, 2008, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

2.02 Consultant agrees to complete the services called for in Exhibit A within sixty (60) calendar days from the date of this Agreement.

SECTION III
CONSULTANT'S COMPENSATION

3.01 For and in consideration of the services rendered by Consultant, and subject to the limit of appropriation under Section VII, County shall pay to Consultant an amount not to exceed $49,070.00, including reimbursable expenses, if any.

3.02 Consultant shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive

evidence of performance by the Consultant to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Consultant.

4.02 Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSURANCE

Consultant shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Failure of Consultant to provide the appropriate insurance information shall invalidate this Agreement.

SECTION VI
NOTICE

6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Consultant at the addresses set forth below.

6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Consultant:

Paradigm Consultants, Inc.
Attn: Thomas Lapsley, Principal
2501 Central Parkway, Suite A3
Houston, Texas 77092
713-688-6795 - fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

Facilities Management and Planning
Don Brady, Director
1402 Band Road, Suite 100
Rosenberg, TX 77471

6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII
LIMIT OF APPROPRIATION

7.01 Prior to the execution of this Agreement, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $49,070.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $49,070.00 for described scope of work in Exhibit A.

SECTION VIII
SUCCESSORS AND ASSIGNS

8.01 County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

8.02 Neither County nor Consultant shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

9.02 Under no circumstances, whatsoever, shall Consultant release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Consultant shall render the services hereunder in accordance with highest accepted standards of Consultants practicing in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Consultant's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Consultant and his contractors or subcontractors (deliverables).

11.02 No reuse fees or royalty payments will be paid to the Consultant in connection with future reuse or adaptation of designs derived under this contract.

11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

11.04 Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.

11.05 The documents referenced in this Section are not intended or presented by Consultant to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.

11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

12.01 **CONSULTANT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS**

AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

12.02 **CONSULTANT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NELGIGENT ACTS, ERRORS OR OMISSIONS BY CONSULTANT, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV
MISCELLANEOUS

14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

14.03 Consultant agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Consultant and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XV
CLEAN-UP

15.01 Consultant shall at all times keep its work area in a neat, clean and safe condition and remove from County's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Consultant's operations. Upon completion of the services provided under this Agreement, Consultant shall promptly return unused materials furnished by County, if any, and remove from County's premises all of Consultant's

equipment, material, scaffolding and like items, leaving County's premises and the vicinity clean, safe and ready for use.

15.02 In the event Consultant shall fail to maintain its work area as described above and in a manner satisfactory to County, or to effect such clean-up or removal immediately after receipt of written notice to do so, County shall have the right without further notice to Consultant to perform such cleanup and remove such items on behalf of and at the risk of and at the expense of Consultant. County may store items removed at a place of its choosing on behalf of Consultant and at Consultant's risk and expense. County shall promptly notify Consultant of such place of storage. County may further deduct from any final payment owed to Consultant for the cost of any clean-up performed by County in which Consultant failed to perform.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS

W. A. Meyers — Date: 8-26-08
Commissioner, Precinct 3
Attest:

Dianne Wilson, County Clerk

APPROVED:

By: Don Brady, County Facilities Management & Planning Director — Date: 8-19-8

CONSULTANT: Paradigm Consultants, Inc.

Thomas Lapsley, Principal — Date: Aug. 18, 2008

MER:Paradigm Materials Testing.Sienna Library.2479(08132008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $49,070.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: August 13, 2008 Proposal from Consultant

Exhibit A



Paradigm
Consultants, Inc.

2501 Central Parkway
Suite A3
Houston, Texas 77092

Tel: 713.896.6771
Fax: 713.896.5795
paradigmconsultants.com

August 13, 2008
Proposal No.: 08-187

Mr. Don Brady
Director, Facilities Management & Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Proposal for Construction Materials Testing Services
Sienna Plantation Library
Missouri City, Texas

Dear Mr. Brady:

Paradigm Consultants, Inc., (PCI) appreciates the opportunity to submit this construction materials testing proposal for the Sienna Plantation Library project. We provided the geotechnical engineering for this project and look forward to continuing our involvement during construction. This testing proposal presents our scope of services, unit rates and conditions, and estimated cost of services and is based our review of the project documents. At the time of this proposal a construction schedule was had not been developed. We have proposed the same unit rates as used on the Fort Bend County Jail Expansion project last year.

Estimate Cost of Services
We estimate the cost of our services to be $49,070, as shown on the following cost summary and the enclosed Description of Services.

Earthwork Monitoring and Testing	$ 12,760
Foundation Monitoring	3,280
Concrete Monitoring and Testing	15,760
Structural Steel Inspection	11,540
Fireproofing Inspection	2,160
Project Management	3,570

We will invoice for on-site time only for typical inspection/testing trips. When off-site travel is required for sampling of materials, inspections, etc., the time required for those services will also be charged. We will also invoice one hour of project management for every fifteen hours of field technician and/or inspector services.

Proposal Acceptance
If this proposal meets with your approval please issue a Fort Bend County purchase order.

Closing
We appreciate the opportunity to submit this proposal. I will call you in a few days to answer any questions you have. If you need additional information prior to that time, please call.

Sincerely,
Paradigm Consultants, Inc.

Thomas Brent Lapsley
Principal

Cc: Gilbert Jalomo – via e-mail
Dave Morton – via e-mail

Enc. Fee Schedule CMT2008.02
Description of Services
Estimated Cost of Services

DESCRIPTION AND ESTIMATED COST OF SERVICES
SIENNA PLANTATION LIBRARY
Page 3 of 4

EARTHWORK MONITORING AND TESTING
Representative samples of the structural fill, utility trench fill, and stabilized subgrade will be obtained and tested in the laboratory for specification compliance and the optimum moisture/maximum dry density relations will be determined. Our engineering technician will perform in-place field density and moisture tests at the frequency required by the specifications on area fill, structural fill, utility trench fill, and stabilized subgrade. As required by Missouri City, we will perform testing at each density test in pavement areas to determine stabilization thickness after final grading.

FOUNDATION MONITORING
Construction Monitoring. An engineering technician will monitor the drilled pier installation on a full-time basis. He will observe the bearing surface of the foundation excavations and the reinforcing steel before concrete is placed while at the site for foundation concrete sampling. The technician will communicate with the geotechnical engineer when excavation begins to discuss the encountered conditions.

CONCRETE MONITORING AND TESTING
Field Services. An engineering technician will perform monitoring and testing of the fresh concrete. He will also mold standard test cylinders during the concrete placement and pickup the specimens in the field and deliver to our laboratory to test for strength specification compliance. We will cast a set of four (4) cylinders for every 50 cubic yards of foundations, 100 cubic yards of floor slabs and every 150 cubic yards of concrete pavement placed each day.

Laboratory Testing. One cylinder will be tested at 7 days, two at 28 days and one at 56 days for compressive strength. We will provide sample curing and testing in accordance with standard procedures. We will report the test results of cylinders cast in connection with field inspection.

STRUCTURAL STEEL INSPECTION
Weld Inspection. A Certified Welding Inspector will provide visual inspection of 100% of the field welds to determine compliance with applicable American Welding Society (AWS) D1.1 requirements. A daily report will be submitted outlining the areas inspected and identifying welds, which may fail to meet the AWS code. A Certified Ultrasonic Inspector will perform ultrasonic inspection of all full penetration welds and submit appropriate reports.

High-Strength Bolted Connection Testing. A Certified Welding Inspector will perform inspection of the high strength steel bolted connections during erection to verify specification compliance. At least 10% of the connections, with not less than two bolts per connection, will be selected at random for testing. If any bolt is found to be improperly tightened, all bolts in the connection will be checked. A report will be prepared presenting the findings of the examinations including identification of all connections examined, defects found, and disposition of each defect.

FIREPROOFING INSPECTION
A Certified Welding Inspector will measure thickness of applied fireproofing to determine compliance with project specifications. The contractor will be notified of any deficiencies. Formal reports will be issued presenting our findings.

PROJECT MANAGEMENT
The project manager will also attend progress meetings when testing is a regular topic of discussion and any special meetings that might be required. He will communicate immediately with appropriate project team members if tests or inspections fail to meet specification requirements to assist with an efficient resolution. He will process and submit technical reports to team members in a timely manner. A Senior Engineer will provide engineering consulting on an as-needed basis.

RECORDED ON 3-13-09
IN THE COMMISSIONER COURT
MINUTES OF 3-3-09

DESCRIPTION AND ESTIMATED COST OF SERVICES
SIENNA PLANTATION LIBRARY
Page 4 of 4

Description	Est. Quan.	Unit	Rate	Amount	
Earthwork Monitoring and Testing					
Atterberg Limits	10	Each	$44.00	$440	
Moisture/Density Relation	10	Each	$145.00	$1,450	
Percent Passing #200 Sieve	10	Each	$45.00	$450	
Comp. Test of Cement Treated Sand	2	Set of 4	$140.00	$280	
Engineering Technician, RT	120	Hour	$50.00	$6,000	
Engineering Technician, OT	20	Hour	$75.00	$1,500	
Trip Charge	22	Each	$120.00	$2,640	
Earthwork Subtotal					$12,760
Foundation Inspection					
Engineering Technician, RT	32	Hour	$50.00	$1,600	
Engineering Technician, OT	16	Hour	$75.00	$1,200	
Trip Charge	4	Each	$120.00	$480	
Foundation Subtotal					$3,280
Concrete Monitoring and Testing					
Compressive Strength Cylinders	160	Each	$13.50	$2,160	
Engineering Technician, RT	140	Hour	$50.00	$7,000	
Engineering Technician, OT	40	Hour	$75.00	$3,000	
Trip Charge	30	Each	$120.00	$3,600	
Concrete Subtotal					$15,760
Structural Steel Erection Inspection					
Certified Welding Inspector, RT	134	Hour	$70.00	$9,380	
Certified Welding Inspector, OT	0	Hour	$105.00	$0	
Trip Charge	18	Day	$120.00	$2,160	
Structural Steel Subtotal					$11,540
Fireproofing Inspection					
Certified Welding Inspector, RT	24	Hour	$70.00	$1,680	
Trip Charge	4	Day	$120.00	$480	
Fireproofing Subtotal					$2,160
Project Management					
Senior Engineer	4	Hour	$150.00	$600	
Project Manager	33	Hour	$90.00	$2,970	
Project Management Subtotal					$3,570
TOTAL ESTIMATED TESTING COST					$49,070

Paradigm Consultants, Inc. Proposal No. PCS-187

21

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

Date Submitted: Feb.25, 2009	**Submitted By: Nancy Drake, R.N.,Director**
	Department: Clinical Health Services
Court Agenda Date: March 3, 2009	**Phone Number: 281.238.3548**

SUMMARY OF ITEM: Approve and sign an Affiliation Agreement for a preceptorship of a Nursing student between Clinical Health Services and Angelo State University. (Signed copy to follow)

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

List Supporting Documents Attached: Student Clinical Experience Program Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO X

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

DESCRIPTION OF LAWSON ACCOUNT:

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-12-09 orig. ret. to Nancy Drake at Health

ANGELO STATE UNIVERSITY
Environmental Health, Safety and Risk Management

February 9, 2009

Fort Bend County
ATTN: Wyatt Scott
4520 Reading Road, Ste. A
Rosenberg, TX 77471

Mr. Wyatt Scott;:

This letter is offered in explanation of our self funded status.

While we cannot provide a certificate of insurance as requested, perhaps the following in addition to the attachment will suffice your needs.

1. Angelo State University is self-funded for Worker's Compensation benefits provided by Article 8309b, V.T.C.S and Texas Labor Code Chapter 501.

2. The Texas Tort Claims Act, Chapter 101, Section 101.021, V.T.C.A., Civil Practice and Remedies Code provide the protection for Angelo State University for personal injury and property damage. The limits of liability are $100,000 per person, $250,000 for the institution, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for damage to or destruction of property. Therefore, we do not purchase commercial liability insurance.

You may contact me if you have further questions.

Respectfully,

Skip Bolding,
Director,
Environmental Health, Safety and Risk Management

cc: Ms Jennifer Lennon, Angelo State University
Mr. Steve Bryant, Texas Tech University System

ASU Station #10912 | San Angelo, Texas 76909-0912
Phone: (325) 942-2180 | Fax: (325) 942-2149
Member Texas Tech University System | Equal Opportunity Employer

ANGELO STATE UNIVERSITY
Department *of* Nursing

February 25, 2009

AGENDA ITEM
3-3-09 #21

Mr. Wyatt Scott
Fort Bend County
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Dear Mr. Scott:

The enclosed **Clinical Program Agreement** has been reviewed and approved by our legal department. We are now returning both originals signed by our administration to you for your signature. Once signed, please return one original back to us for our files to my attention at the address below.

Please feel free to contact me if you need additional information. I can be reached at 325-942-2224 or ngrafa@angelo.edu.

Thank you for your assistance and support of nursing education.

Sincerely,

Nancy M. Grafa

Nancy M. Grafa, Office Coordinator
Department of Nursing

nmg

enclosure

RECEIVED
MAR - 9 2009
FBC CLINICAL HEALTH

ASU Station #10902 | San Angelo, Texas 76909-0902
Phone: (325) 942-2224 | Fax: (325) 942-2236 | www.angelo.edu/dept/nursing
Member, Texas Tech University System | Equal Opportunity Employer

STUDENT CLINICAL EXPERIENCE
PROGRAM AGREEMENT / INSTITUTIONAL AFFILIATION AGREEMENT

This agreement is made and entered by and between *Fort Bend County,* hereinafter called "*[AGENCY]*" and ANGELO STATE UNIVERSITY, COLLEGE OF NURSING AND ALLIED HEALTH, DEPARTMENT OF NURSING, San Angelo Texas, hereinafter called "SCHOOL".

WHEREAS, *[AGENCY]* operates accredited or licensed facilities at *Rosenberg, Texas*, and

WHEREAS, SCHOOL operates an accredited School of Nursing, and

WHEREAS, the Parties desire to advance Nursing education and aid in meeting the ever increasing demand in the State and Nation for trained health professionals, and to make available better health service to patients, and

WHEREAS, it is deemed advisable and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

ARTICLE I
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this agreement starts *January 1, 2009,* or upon execution by both parties, whichever is later, and ends *January 1, 2010.* Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned at *[AGENCY]*'s facilities when termination notice is given shall be permitted to complete their current clinical program at SCHOOL's option.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

[AGENCY] will:

1. Allow the use of its facilities for the clinical experience requirement of SCHOOL's students.

2. Provide clinical staff supervision by currently licensed professionals in the field of Nursing for SCHOOL's students.

3. Provide access for faculty and students to patients and patient medical records at its facilities as part of the students' clinical experience requirement.

4. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the clinical experience.

5. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.

6. Encourage its staff to participate in the educational activities of SCHOOL.

7. Participate, if requested by SCHOOL, in any annual program review activities of SCHOOL which are directed toward continuing program improvement.

8. Maintain authority and responsibility for care given to its patients.

9. Retain the right, in its sole discretion, to request the removal of any student or faculty member personnel from the clinical setting whose conduct or work may have a detrimental effect on its nursing staff or its patients.

SCHOOL will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within *[AGENCY]* facilities.

2. Inform its faculty and students of the requirement to comply with *[AGENCY]*'s policies and procedures, when in attendance at *[AGENCY]*'s facilities.

3. Instruct all faculty and students in the legal aspects of confidentiality only insofar as there is no conflict with the policies, rules, and regulations of SCHOOL or the laws and the Constitution of the State of Texas.

4. Provide faculty participation, if requested by *[AGENCY]*, and if available, on committees and task forces of *[AGENCY]*.

4. Maintain insurance in accordance with Article III during the term of this agreement and any extensions thereof, as well as documentation showing proof of completing a background check for faculty and students utilizing the facilities.

5. Inform all faculty and students that they are not employees of *[AGENCY]* and have no claim against *[AGENCY]* for any employment benefits. All services provided pursuant to this agreement will be provided a no cost to *[AGENCY]*. The salaries and expenses of any faculty member and/or staff of SCHOOL will be paid by SCHOOL.

6. Require all faculty and students utilizing the facilities to sign a Release of Liability that fully releases the County of any and all future claims with respect to illness or injuries sustained while engaged in activities pursuant to this agreement. SCHOOL will provide County with original signed Releases of Liability before faculty or students may access the facilities.

7. Ensure that clinical experiences occur only after a student has received applicable theory and clinical experiences necessary to safely provide care to patients.

8. Assure student compliance with standards on immunization, screening, OSHA standards, CPR, and current liability coverage, as appropriate.

9. Report all incidents which in any way would jeopardize the well being or safety of a patient, student, *[AGENCY]* employee, and/or faculty member.

10. In the event of a professional liability claim involving a student and/or faculty member, cooperate with *[AGENCY]* in claims investigation procedures.

ARTICLE III
INSURANCE

Prior to commencement of the Services, SCHOOL shall furnish *[AGENCY]* with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to *[AGENCY]*. SCHOOL shall provide certified copies of insurance endorsements and/or policies if requested by *[AGENCY]*. SCHOOL shall maintain such insurance coverage from the time the agreement commences until the agreement is terminated and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to termination of the agreement. SCHOOL shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance in accordance with the laws of the State of Texas or evidence of self-funded program as provided by Article 8309b, V.T.C.S. and Texas Labor Code Chapter 501.

2. Professional Liability insurance with limits not less than $1,000,000, for each occurrence and $3,000,000 annual aggregate.

ARTICLE IV
SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE V
AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

ARTICLE VI
VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

ARTICLE VII
ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of the other party.

ARTICLE VIII
INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

ANGELO STATE UNIVERSITY

Signature
Dr. Leslie M. Mayrand, Dean
College of Nursing & Allied Health

2/25/09
Date

FORT BEND COUNTY

Signature
Robert E. Hebert
County Judge

March 3, 2009
Date

ATTEST

Dianne Wilson, County Clerk

EXPLANATION OF INDEMNIFICATION LIMITATIONS

The State of Texas is immune from liability and from suit with respect to most causes of action against it under the doctrine of sovereign immunity. This means that the State of Texas cannot be sued in its own courts without its legislature's consent. *Walsh v. The University of Texas*, 196 S.W.2d 993 (Texas Civ. App. - El Paso 1942, writ ref'd). The Texas Constitution provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. Article 3, Sections 50-52, Texas Constitution. Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies to the putative indemnitee.

The Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code) provides a waiver of the State of Texas' sovereign immunity with respect to liability and suits against governmental units like Angelo State University for property damage and personal injury (including death) proximately caused by the wrongful act or omission or the negligence of an employee acting within the scope of his or her employment. But, the property damage, injury, or death must have arisen out of the operation or use of a motor vehicle or motor-driven equipment or the condition or use of other personal or real property. Section 101.021. In cases falling within the parameters of the Texas Tort Claims Act, Texas has in effect consented to be liable and to be sued for the negligence of its employees and thus, the University can indemnify third parties against costs they may incur proximately caused by such negligence in the operation, condition or use of property. The limits of this liability are: (i) $100,000 each person, $250,000 for the institution for bodily injury or death, up to $500,000 per occurrence, and (ii) $100,000 per occurrence for damage to or destruction of property.

INSURANCE

GENERAL LIABILITY

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above.
One exception to the above stated policy of the state authorizes agencies and institutions of the state to acquire commercial automobile insurance for the use and benefit of their employees who operate state owned, motorized vehicles and special equipment.

WORKER'S COMPENSATION

Employees of Angelo State University are provided Worker's Compensation coverage under Texas Labor Code, Chapter 501.

RECORDED ON 3-13-04
IN THE COMMISSIONER COURT
MINUTES OF 3-3-04

MEMORANDUM OF INSURANCE

Date Issued: 10/1/2008

Producer:

Bill Beatty Insurance Agency, Inc.
1202 Richardson Dr., Suite 100
Richardson, Texas 75080
(800) 451-8358

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Chicago Insurance Company

Insured:

Students of Angelo State University
P.O. Box 10902
San Angelo, Texas 76909

COPY

Covered Person

Nursing Students

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate/Policy Number	Effective Date	Expiration Date	Limits	
Professional Liability Student Blanket Medical Liability Insurance	AHC 2000922	09/01/2008	09/01/2009	Each incident Annual aggregate	$ 1,000,000. $ 3,000,000.
General Liability	N/A			Per occurrence Aggregate	$ $

POLICY INCLUDES COVERAGE FOR THE STUDENTS LISTED ON THE APPLICATION AND THE POLICY.

Memorandum Holder

EVIDENCE OF INSURANCE

Angelo State University
Department of Nursing
P.O. Box 10902
San Angelo, Texas 76909

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative:

Judith W. Simmons

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: 2/25/09	**Submitted By: Charles Cook**
	Department: I.T.
Court Agenda Date: 3/3/09	**Phone Number: 281-341-4570**

SUMMARY OF ITEM:
Take all appropriate action to reclassify position 5031-0018, Project Manager, Grade 14 of the Professional Management Policy group, to Project Development Analyst, Grade 13 of the Professional Management Policy group, effective March 7, 2009.

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

List Supporting Documents Attached: N/A

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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: Human Resources		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approval of reclassification.

Special Handling Requested (specify):

23 A,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:	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 3-3-09	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

1. Authorize County Judge to accept and execute the terms and conditions letter from the George Foundation for matching funds to be received from the George Foundation not to exceed $126,677. Funds to be used to match federal funds received by Fort Bend County under the New Freedom Grant Programs.

2. Take all appropriate action to execute Contract Amendment No 1 for Section 5311 Rural Transportation Program Contract No. 51812F7259, State Project No. RPT 0805(12)30, to amend project budget with no additional local match.

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

List Supporting Documents Attached: *1) George Foundation Local Match Letter*
2) TxDOT Contract Amendment

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ **NO** ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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

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☒	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): TxDOT Amendments due by March 4, 2009.

3-6-09 A - 2 origs. ret. to Yvette at Transp.
B - copy received

23 A

TheGeorgeFoundation

Est. 1945

January 27, 2009

Robert Hebert, County Judge
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Organization Code:	F0025
Grant ID:	2009-0009
Grant Date:	02/24/2009
Purpose:	To provide match for rural and urban grants increasing transportation access to Fort Bend County residents.

Dear Judge Hebert:

Enclosed are two originals of the terms and conditions letter for your completion. **Return one fully executed original to The George Foundation.** The **second** original is for your files.

Please note the following:

- **Please use the Code and Grant ID on ALL correspondence submitted to The George Foundation.**
- **Please refer to the terms and conditions letter for grant reporting requirements. Required reports, along with expenditure documentation, must be received by the Foundation to complete your grant file and ensure that your organization remains in compliance with the terms and conditions of the grant.**
- **To meet the final report requirement, use the report forms found on the Foundation's website (www.thegeorgefoundation.org) under Grants/Reporting.**

Should you have any questions, please feel free to contact using the information listed below:

Sincerely,
THE GEORGE FOUNDATION

Dee Koch, Grant Officer

2009-0009_TCLtrTrans_022409

TheGeorgeFoundation

Est. 1945

Grant Terms and Conditions

Date: February 24, 2009 **Organization Code:** F0025

To: Robert Hebert, County Judge
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Grant Date: February 24, 2009

Grant ID: 2009-0009

Grant Amount: $126,676

Funds to be disbursed in two payments: $76,214 in July 2009; and $50,462 in July 2010.

Grant Terms: Executed terms and conditions letter must be on file prior to disbursement of grant funds.

Grant Time Frame: August 2009 through December 31, 2011

Grant Purpose: To provide match for rural and urban grants increasing transportation access to Fort Bend County residents.

Final Report Due: Quarterly reports of TXDOT and Metro billings will serve as documentation of disbursement of funds.

Final report detailing accomplishment of transportation initiative is due 12/31/2011.

Grantee is an organization described in Section 170(c) of the Internal Revenue Code of 1986 (hereafter all section references are to Internal Code of 1986 or corresponding provisions of subsequent Federal tax laws), and the Grant will be used exclusively for public purposes.

The Grant will not affect adversely Grantee's status as an organization described in Section 170(c).

Grantee must furnish the Foundation with any information concerning a proposed change in Grantee's status as an organization described in Section 170(c).

If Grantee's status under 170(c) changes and the Foundation requests, Grantee agrees to return the amount of the Grant to the Foundation.
Grantee agrees to keep its financial records so that they adequately show that the funds were used exclusively for the Grant's purpose. Any funds not used for the purpose of the Grant are to be returned to the Foundation.

Reporting terms listed above. The final narrative report should be made in accordance with report form found on the Foundation's website (www.thegeorgefoundation.org). Required financial reporting is covered by required quarterly reports listed above.

To document the progress of the Grant, the Foundation may schedule a phone interview or a site visit prior to the end of the grant period.

No changes or modifications may be made to the Grant without the Foundation's knowledge and approval. For further questions concerning the Grant, please contact Dee Koch at dkoch@thegeorgefoundation.org or by phone at 281.342.6109 x 112.

Grantee may release information regarding the receipt of the Grant without prior approval of the Foundation provided compliance with all the applicable terms and conditions of this letter have been met. Copies of such new releases or other written materials including grant information should be furnished to the Foundation.

Any violation of the terms and conditions as set forth in this letter will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this Grant or any other approved grant from the Foundation regardless of whether such distributions have been previously promised or pledged.

The George Foundation:

Roland Adamson, Executive Director

A duly authorized officer of Grantee shall make acknowledgement of Grantee's agreement to the terms and conditions set forth in this letter by signature as provided below.

For Fort Bend County:

Robert Hebert
Title: County Judge

Date Signed: 3-3-09

Subrecipient: **Fort Bend County**
State/Local Public Transportation
Section 5311 Grant agreement
Project Grant Agreement: RPT 0805(12) 30
State Project: 51812F7259

STATE/LOCAL PUBLIC TRANSPORTATION GRANT AGREEMENT
PROJECT GRANT AGREEMENT AMENDMENT # 1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the **Fort Bend County**, hereinafter called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a Grant Agreement on October 10, 2008, which provided for the expenditure of funds pursuant to the provisions of the *Transportation Code*, Chapter 455, which authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code*, Chapter 456; and,

WHEREAS, it has become necessary to amend that grant agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Subrecipient do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Subrecipient has requested budget changes from the capital, and operating line items and the State has agreed to allow the budget changes. Attachment B, hereto attached, is the revised project budget and shall replace the budget page as amended and is included with the above-mentioned Grant Agreement. The maximum Federal amount payable under this grant ($ 63,205.00) remains unchanged.

All other provisions of the original grant agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement.

SUBRECIPIENT

Fort Bend County
Name of Subrecipient

By: _____
Signature

Robert E. Hebert
Printed Name

Title: County Judge

Date: 3-3-09

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.

By: _____
Signature

Elvia R. Cardinal, P.E.
Typed, Printed or Stamped Name

for: Delvin L. Dennis, P.E., District Engineer, Houston District

Title: Director of Advanced Transportation Planning

Date: _____

Fort Bend County

Public Transportation Budget-Attachment B

FY 2008

Legend	Federal Share Calculator
Totals	
DropDowns	
Locked Cell	
Data Entry	
Title Cells	

Original Budget																				
				Original Budget		OTHER		Original Budget		OTHER		Original Budget		OTHER		Original Budget		OTHER		
				Other	State	Local		Other	State	Local		Other	State	Local		Other	State	Local		
				11 Discretionary Fu		TDC's		11 Discretionary Fu		Other										
			Project #	RPT 0803(123		RPT 0803(123		RPT 0805(123												
			Grant #	51812F7098		51812F7098		51812F7259												
			Start Date	02/05/08		02/05/08														
			End Date	08/31/09		08/31/09														
			Revision Date																	
Original Budget			Total of All Programs	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Capital Description	ALI Code	Fuel Type		11 Discretionary Funds		TDC's		§5311 Discretionary Funds		Other										
Replace- Bus <30'	11.12.04		92,891	65,000		11,050	76,050													
Acquisition- Acquisitioned Hardware	11.42.07		249																	
Acquisition- Acquisitioned Software	11.42.08		77																	
Build Park & Ride Lot	11.33.04		13,838																	
3rd Party Contract			7,688																	
Acquisition - Miscellaneous Equipm	11.42.20		463																	
Acquisitions- Communications Syst	11.62.02																			
Preventive Maintenance	11.7A.00																			
Purchase of Service	11.71.13		117,563					33,138		8,284	41,422									
Preventive Maintenance-5310	11.7A.00																			
Purchase of Service-5310	11.71.13		251,095																	
ALL 5310 Capital																				
Capital Subtotal			483,864	65,000		11,050	76,050	33,138		8,284	41,422									
Original Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Administration Costs			31,248																	
Planning Costs																				
Total Admin/Planning Costs			31,248																	
Original Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Gross Operating			144,668					30,067		30,067	60,134									
Farebox Revenue			14,914																	
Net Operating			129,754					30,067		30,067	60,134									
Original Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
			Total	Discretionary Funds		TDC's		§5311 Discretionary Funds		Other										
Total Transit Budget			644,856	65,000	-	11,050	76,050	63,205	-	38,351	101,556	-	-	-	-	-	-	-	-	

Revisions				Revisions				Revisions				Revisions				Revisions				
On Line 47, Select either the Amend Number or the Revision Number, as appropriate.			Amend/Revision #					Amend. 1		Amend. 1										
			Start Date	02/05/08		02/05/08		07/01/08		07/01/08										
			End Date	08/31/09		08/31/09		08/31/09		08/31/09										
			Revision Date					02/13/09		02/13/09										
		Quantity &	Total of All Programs	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Capital Description	ALI	Fuel Type		11 Discretionary Funds		TDC's		§5311 Discretionary Funds		Other										
Replace- Bus <30'	11.12.04		62,188					63,205		15,801	79,006									
Acquisition- Acquisitioned Hardware	11.42.07		3,041																	
Acquisition- Acquisitioned Software	11.42.08		739																	
Build Park & Ride Lot	11.33.04		(3,075)																	
3rd Party Contract			(7,688)																	
Acquisition - Miscellaneous Equipm	11.42.20		(2)																	
Acquisitions- Communications Syst	11.62.02		761																	
Preventive Maintenance	11.7A.00																			
Purchase of Service	11.71.13		(43,671)					(33,138)		(8,284)	(41,422)									
Preventive Maintenance-5310	11.7A.00																			
Purchase of Service-5310	11.71.13		251,095																	
ALL 5310 Capital																				
Capital Subtotal			263,365					30,067		7,517	37,584									
Revisions				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Administration Costs			47,426																	
Planning Costs																				
Total Admin/Planning Costs			47,426																	
Revisions				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Gross Operating			(58,311)					-30,067		-30,067	-60,134									
Farebox Revenue			(417)																	
Net Operating			(57,894)					-30,067		-30,067	-30,067									
				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
			Total	Discretionary Funds				§5311 Discretionary Funds												
Total Transit Budget			262,897	-	-	-		30,067		30,067	60,134	-								

Revised Budget				Revised Budget				Revised Budget				Revised Budget				Revised Budget				
			Start Date	02/05/08		02/05/08		07/01/08		07/01/08										
			End Date	08/31/09		08/31/09		08/31/09		08/31/09										
			Revision Date					02/13/09		02/13/09										
			Total of All Programs	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Capital Description	ALI Code	Fuel Type																		
Replace- Bus <30'	11.12.04		155,056	65,000		11,050	76,050	63,205		15,801	79,006									
Acquisition- Acquisitioned Hardware	11.42.07		3,290																	
Acquisition- Acquisitioned Software	11.42.08		816																	
Build Park & Ride Lot	11.33.04		10,763																	
3rd Party Contract																				
Acquisition - Miscellaneous Equipm	11.42.20		461																	
Acquisitions- Communications Syst	11.62.02		761																	
Preventive Maintenance	11.7A.00																			
Purchase of Service	11.71.13		73,882																	
Preventive Maintenance-5310	11.7A.00																			
Purchase of Service-5310	11.71.13		251,095																	
ALL 5310 Capital																				
Capital Subtotal			495,124	65,000		11,050	76,050	63,205		15,801	79,006									
Revised Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Administration Costs			78,674																	
Planning Costs																				
Total Admin/Planning Costs			78,674																	
Revised Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
Gross Operating			86,357				-				-				-				-	
Farebox Revenue			14,497				-				-				-				-	
Net Operating			71,860				-				-				-				-	
Revised Budget				Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	Other	State	Local	Total	
			Total																	
Total Transit Budget			646,658	65,000	-	11,050	76,050	63,205	-	15,801	79,006	-	-	-		-	-	-		

AS PER ORIGINAL

24

Office of County Purchasing Agent
Gilbert D. Jalomo, Jr., CPPB

4520 Reading Road
Rosenberg TX 77471

Office (281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 3, 2009

Consent Agenda:

Authorize advertising for bids for trucking services for road material.

Regular Agenda:

1. Take all appropriate action to approve amendment to consulting services agreement with K. R. Moore for compensation review services. 24A

2. Take all appropriate action on the following:

   a. Bid 09-043 – Purchase and installation of Carpet; 24E1
   b. Bid 09-044 – Elevator maintenance at Jail.; 24E2
   c. Bid 09-045 – Toner and ink cartridges; 24E3
   d. Bid 09-046 – Purchase of culverts; ~~(Debbie will distribute backup)~~ 24E4
   e. Bid 09-047 – Purchase of bridge materials; 24E5
   f. Bid 09-048 – Purchase of Earthen type road materials; 24E6
   g. Bid 09-049 – Purchase of Chemical type road materials; 24E7
   h. Bid 09-051 – Ambulance modules; 24E8
   i. Bid 09-052 – Fasteners and miscellaneous shop supplies. 24E9

3. Taka all appropriate action to approve oil, gas and mineral lease pursuant to RFP 09-018. 24B

4. Take all appropriate action to authorize contract negotiations on design/build four story parking garage project pursuant to SOQ 09-042. (Gilbert will distribute backup) 24C

24A

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and K.R. Moore & Associates, (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

THAT WHEREAS, the parties have executed and accepted that certain Consulting Services Agreement, (hereinafter "Agreement"), on January 21, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement to remove the insurance requirements contained in Article IX.

NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement:

1. The insurance requirements contained in Article IX of the Agreement are hereby deleted.

Except at provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 3-3-09

ATTEST:

By: _____
Dianne Wilson, County Clerk

Date: 3-3-09

3-6-09 orig. ret. to Cheryl at Purchasing

K.R. Moore & Associates

By: _____
Authorized Representative

Date: 2/21/04

EXHIBIT A

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and K.R. Moore & Associates, (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain Consultant to provide compensation review services (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for professional services and therefore exempt from competitive bidding under Chapter 262 of the Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Consultant shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty-seven thousand and no/100 ($27,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in

advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Consultant by County based on the following procedures: Upon completion of each task identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed, setting forth work accomplished under this Agreement, accompanied by a progress report indicating the percent complete for the tasks included in the Scope of Services, in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.4 All reimbursable expenses shall be paid in accordance with the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end on May 1, 2009. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Article VII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to the County on request.

Article VIII. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article IX. Insurance

9.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

9.1.2 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.4 Professional Liability insurance with limits not less than $1,000,000.

9.1.5 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.2 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

9.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article X. Indemnity

10.1 **CONSULTANT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

10.2 Under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving Consultant or its representatives harmless for any reason in the attached Exhibit A are hereby deleted.

Article XI. Confidential and Proprietary Information

11.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential

Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

11.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

11.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

12.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Human Resources Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, or at such other place or places as it may from time to time designate by written notice delivered to Consultant. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to Consultant under this Agreement shall be delivered to K.R. Moore & Associates, 4747 Research Forest Drive, Suite 180-154, The Woodlands, Texas 77381, Attention: Kimberly R. Moore, or such other place or places as Consultant may designate by written notice delivered to County.

Article XIV. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XVIII. Publicity

Consultant shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XIX. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21 day of January, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

January 27, 2009

CONSULTANT

ATTEST:

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 27,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

AS PER ORIGINAL

K.R.MOORE & Associates

January 12, 2009

Kent Edwards – Director, Human Resources
Fort Bend County Human Resources Team
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

RE: Salary Review Project for FY2010

Dear Kent:

It was a pleasure to see you and Lewis again in December, and review the Ft. Bend County's (the County) request to review the appropriateness of your current salary structure and programs across six pay program groups currently defined by your organization.

We are pleased to assist HR in this important effort to update and refine its salary programs and tools to enable the County to optimally administer clear, consistent, equitable and affordable compensation.

This proposal outlines our suggested approach to assist you in reviewing your current pay practice using a Benchmark Study approach, which matches a representative group of the County's positions across all groups and salary grade levels to pay for similar positions in your defined peer group of Cities and Counties (Peer Survey Group -PSG).

Background and Our Understanding of Your Request

The Hay Group conducted a thorough compensation study in 2003 with recommendations implemented in 2004. As an initial step, based on the Hay Group point evaluations, positions were placed in the new policy groups at the closest step/grade to current pay that would avoid any potential pay reduction. A secondary recommendation was made which the County did not implement: modifying the initial step/grade placement to reflect each employee's years of experience. Based on the projected cost to address the magnitude of salary compression surfacing in this step, the County elected not to implement this phase and as a result has struggled to maintain the integrity of its compensation program.

Specific challenges in current programs include:

- Because salaries may not reflect experience, in some cases new hires must be brought in at a higher rate than current employees with similar experience
- Current salary guidelines restrict promotions to 5%-7% of current pay while new employees may be hired at a higher rate
- Job Duties are inflated to gain reclassification at a higher grade
- Inflation of actual job duties in order to get the job
- Decreased incentive for top performers since employees get the same level increase regardless of competency or performance

4747 Research Forest Drive
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The Woodlands, TX 77381

713.817.5500 (phone)
801.888.4529 (fax)

kim@krmoore.com
www.krmoore.com

K.R.MOORE & Associates

Some position type are also problematic for recruiting and retention, and the County would like this study to focus on both private and public sector pay for key positions in Emergency Medical Service and Information Technology.

In light of this background and the County's desire to regularly review and refine its full time pay programs, you have requested that KRMoore conduct a Benchmark Market Study, review your current step/grade structure and 6 pay policy groups to determine:

- current pay competiveness for the Benchmark positions;
- appropriateness of the step/grade/position placement; and
- the cost of any modifications needed to allow position and step/grade placement to deliver pay in an effective and competitive manner and aligned with the County's overall compensation philosophy.

Proposed Steps and Targeted Completion Dates

Step	Details	2009
Step 1	• **Benchmark Position Selection and CMG Contact Review** – KRMoore will select from a Census File of the County's positions the group of Benchmark positions for inclusion in the custom market study. • In addition the public sector data, KRMoore will match up to 6 IT positions and 3 EMS positions to private market sector data, using current data provided by Salary.com, an aggregated market survey provider. • The County will provide KRMoore with digital copies of all policy group pay programs, and census files showing ee name, ID, hire date, point evaluation, current step/grade/pay, department and reporting manager for roll up purposes.	**January – February**
Step 2	• ***Custom Survey Development, Communication and Distribution***- KRMoore will develop and distribute a pay survey for all Benchmark positions, to include pay design components for Law Enforcement and EMS positions. HR will review and approve the Benchmark positions, the survey and all City and County contact information for the CMG. • The County will send a pre-survey communication requesting the support and participation of CMG participants within the 3 week time frame defined by the survey parameters, updating all contact information, as needed. • KRMoore will email the survey to all defined participants and follow up with each to verify receipt and answer any questions. Final participation will be based on the CMG survey respondents – however, KRMoore will make weekly calls and emails to encourage the highest response rate and most thorough data.	**February - March**

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K.R.MOORE & Associates

Step 3	• **Market Data Analysis** - KRMoore will analyze CMG and private sector data to develop a range of pay for Benchmark positions.	**March – April**
Step 4	• **Summary Report and Recommendations** – KRMoore will provide 3 printed copies and email a digital copy its Summary Findings and Recommendations regarding competitive pay, step/grade placement and cost to address outstanding compression issues and supporting files. • **Presentations** – KRMoore is available for a presentation/discussion with the County of its findings as requested.	**By May 1**

Estimated Fees, Payment Terms and Evidence of Agreement

The fees estimated for delivering this project are $27,000.

The fee estimate and terms expire within 30 days, after which time the project scope, suggested process and estimated fees will be revised, if needed, by KRMoore.

Payment Terms

Upon our receipt of a signed agreement to this proposal, the project fees* are due and will be electronically invoiced according to the following schedule or step implementation by KRMoore:

1. **$9,000.00 – upon project approval to begin Survey Development**
2. **$9,000.00 – upon Survey Closure and Commencement of Data Analysis**
3. **$9,000.00 – upon Provision of Final Summary Report of Findings and Recommendations**

*Project expenses will be invoiced with the fee invoices shown above; the entire amount is due and payable upon receipt, with net 30 day payment terms.

Our fees include two on-site meetings with you and/or County decision makers/functional leaders at your offices. If additional meetings with key decision makers/functional leaders are requested, they will be billed at $1250 per day, in addition to related travel expenses. Fees also include up to 3 color copies of all Final Reports.

Reimbursable expenses incurred for lodging, travel, car rental and meals incurred as a result of travel to/from your office, and printing related to intermediate meetings will be invoiced at cost (auto mileage at .55 cents/mile or current IRS rate at the time of invoice). Expansion in the project parameters and any adjustment in fees or expenses mutually agreed as needed, will be addressed throughout the project.

Important Considerations

It is understood that the County is responsible for the impact of decisions made by the officers or employees within its organization. The recommendations of KRMoore or its representatives are based on sound methodology and compensation expertise. However, they are recommendations that still must be considered and reviewed by the County's stakeholders, applying the appropriate internal protocol and

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K.R.MOORE & Associates

due diligence in relation to the organization's internal review and approval process for consultant recommendations. All final decisions made by the County, and their impact will be the County's responsibility.

Fort Bend County agrees to hold KRMoore and its representatives harmless from legal actions brought against KRMoore or its representatives by any party related to the County with respect to this project. Unless KRMoore or its representatives is found to be negligent, the County also agrees to bear expenses in relation to legal events or actions that may become associated with this project.

Evidence of Proposal Agreement and Written Notifications

Upon your signed agreement and our receipt of a fax copy of this Letter Proposal, and the initial project payment, KRMoore's engagement will formally commence. If either party elects to terminate this agreement, written notification is required and any unpaid fees and accrued expenses incurred to date will be invoiced and are immediately payable and due.

Kent, we appreciate the opportunity to work with you and your team again on this project.

Sincerely,

KRMoore

Kimberly R. Moore, Principal
KRMoore & Associates Inc.

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AS PER ORIGINAL

K.R.MOORE & Associates

EVIDENCE OF AGREEMENT – RE: Fort Bend County – Salary Review Project

Agreed to by KRMoore:

Kimberly Moore *01/12/09*

Signature and Date

Kimberly Moore, Owner and Senior Consultant, 01/12/09

Printed Name, Title and Date

Agreed to by authorized party representing Fort Bend County:

Signature and Date

Printed Name, Title and Date

Please provide contact information for emailing invoices if different than addressee:

Name and Title:
Mailing Address:
Email and Telephone Contact:

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24B

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.

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, dated March 3, 2009, is made and entered into this day between **Fort Bend County**, as Lessor (whether one or more), whose address is 301 Jackson Street, Suite 728, Richmond, Texas 77469 and **FULSHEAR OIL & GAS PARTNERS, LP**, hereinafter called "Lessee," whose address is 712 Main Street, Suite 1900, Houston TX 77002-3220.

1. Lessor, in consideration of ten and no/100's and other valuable consideration Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing and owning oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in **Fort Bend County, Texas**, to wit:

> Tract 1: 1.080 acres of land, more or less, in the William Stanley Survey, Abstract 599, Fort Bend County, Texas and being more particularly described in that certain Special Warranty Deed dated November 4, 2003, from Ted R. Turicchi and LaVonne Turicchi, husband and wife, to Fort Bend County Toll Road Authority, as recorded under Clerks File No. 2003157193 of the Official Public Records of Fort Bend County, Texas and to which deed reference is herein made for a more complete description.
>
> Tract 2: 1.080 acres of land, more or less, in the William Stanley Survey, Abstract 599, Fort Bend County, Texas and being more particularly described in that certain Warranty Deed dated January 15, 2004, from Earl J. and Peggy L. Miles to Fort Bend County Toll Road Authority, as recorded under Clerks File No. 2004012572 of the Official Public Records of Fort Bend County, Texas.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **2.16 (Tract 1 & Tract 2)** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) YEARS (called "primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times surrender this Lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

4. The royalties to be paid by Lessee are: (a) to deliver in kind to Lessor, at the well, or to the credit of Lessor into the pipeline or storage tank to which the well may be connected, the 3/16ths part of all oil (including condensate) produced and saved from the leased premises. In lieu thereof, Lessee shall have the option, at any time, to sell Lessor's oil, in which case Lessor's royalty shall be based on Lessee's net proceeds at the lease, or to purchase Lessor's oil for the value of such oil at the lease. In any event, Lessor's interest shall be free of all costs of production, but shall bear its proportionate part of production and similar taxes, and shall share proportionately with Lessee in any costs to market, transport, or condition the oil; (b) to pay Lessor for gas, (including casinghead gas, all gaseous substances, and all constituents thereof) produced and sold from the leased premises, 3/16ths part of the net proceeds at the lease from the sale of such gas, after deducting Lessor's proportionate part of production, and other similar taxes; Lessor's interest to be free of all costs of production, but to bear proportionately with Lessee any costs incurred by Lessee to market the gas, to deliver the gas to a market off the leased premises, or to dehydrate, compress, process, treat, or otherwise place such gas marketable condition; (c) on gas, including casinghead gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 3/16ths of the gas so used off said land; (d) on all minerals mined and marketed, 3/16ths, either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled

3-6-09 orig. recorded in property records at to clerk and ret. to Cheryl at purchasing

therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling, completion, or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling, completion or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from said land or land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than ninety (90) days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land,

Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or for a period of four (4) months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below thirty six (36") inches below the surface, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, successors and assigns, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall be counted against Lessee, unless agreed upon by the written consent of Lessor. All express or implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated hereinabove as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named hereinabove as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. Lessee or its assigns shall reimburse Lessor or the surface owner for the reasonable value of any improvements to include agricultural crops destroyed or damaged by Lessee's operations hereunder.

Moreover, Lessee or its assigns shall also reimburse Lessor or the surface owner for the reasonable value of damages to the surface of the leased premises, which damages have been caused by negligence thereon or as a result of Lessee's operations on adjoining or contiguous lands.

14. It is understood and agreed that iron ore, coal, lignite, gravel and all fissionable minerals or materials are excepted and not included in this lease.

15. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, it is agreed that all of the land described herein will be included in said unit.

16. Lessee agrees to indemnify Lessor and hold the Lessor and or surface harmless from any claims arising from damage to the property or any person or the personal injury or death of any person on or off the leased premises as a result of the performance of any terms of this lease agreement or any actions that might result therefrom.

17. Lessor's royalty provided for herein shall not be charged directly or indirectly with any of the following: expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating or marketing of gas, oil, or any liquefiable hydrocarbons extracted therefrom. Royalty due on gas sold to a third party in an arms-length transaction shall be based on the gross proceeds received by Lessee at the point of sale. In computing the dollar value of Lessor's royalty due and payable under this lease, the term "amount realized" as used in this lease does not contemplate or allow Lessee to deduct any post production costs from the gross sales price of the oil or gas produced and sold from this lease. This shall apply to royalty payments made under this despite the holding in **Heritage Resources, Inc. v NationsBank, 939SW2d 118.**

18. Lessor hereby warrants and agrees to defend title to said land by, through and under Lessor, but not otherwise.

19. Before building any pipelines upon the lease premises, Lessee is required o secure Lessor's approval as to the location and route of same and such approval will not be unreasonably withheld. It is the intention of the Lessor in selecting the route that will cause the least amount of damage or interruption to the Lessor's use of said land.

20. This lease shall not be maintained solely by the payment of shut in gas royalty for a period longer than two (2) years in the aggregate after the expiration of the primary term.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

LESSOR:

FORT BEND COUNTY

BY: _____
Robert E. Hebert, County Judge

Date: 3-3-09

ATTEST: _____
Dianne Wilson, County Clerk

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 3 day of March, 2009 by Robert E. Hebert, County Judge on behalf of FORT BEND COUNTY.

_____
Notary Public Signature

D'NEAL KRISCH
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 04-02-2011

Fort Bend County Tabulation
Bid 09-043
Term Contract for Purchase and Installation of Carpet

Term: April 1, 2009 through March 31, 2010

Recommendation: Gomez Floor Covering

Low bidder determined by carpet usage during BY2008

Item	Lawson No.	Carpet Depot Houston	Evans Construction Sugar Land	Gomez Floor Covering San Antonio	Gomez Floor Covering San Antonio	Rosenberg Carpet Rosenberg	Tiles in Style Naperville IL
26 oz		$ 21.24	$ 18.00	$ 18.79	$ 16.85	$ 19.35	$ 18.97
28 oz		$ 23.24	$ 20.50	$ 24.85	$ 23.50	$ 19.35	$ 27.99
30 oz		$ 25.24	$ 15.50	$ 18.90	$ 20.70	$ 19.35	$ 18.87
Base Cover		$ 1.50	$ 2.00	$ 1.25	$ 1.25	$ 1.50	$ 1.97
Removal of Existing Carpet		$ 2.50	$ 1.75	$ 2.50	$ 2.50	$ 3.00	$ 0.21
Comments		Did not submit required workers compensation insurance			Bidding substitute approved by Facilities		Did not submit required workers compensation insurance or references

AS PER ORIGINAL 345 1

AS PER ORIGINAL 24E2

Fort Bend County Tabulation
Bid 09-044
Term Contract for Elevator Maintenance at Jail

Term: April 1, 2009 through March 31, 2010

Recommendation: A & F Elevator @ $2300 month for 24/7 service

5 Elevators in existing Jail	Lawson No.	A & F Elevator Company Garland TX
8:00 am to 5:00 pm, 7 days per week, per month		$ 2,200.00
Overtime Work, per hour		$ 125.00
24 hours per day, 7 days per week, per month	6680	$ 2,300.00

AS PER ORIGINAL 24E3

Fort Bend County Tabulation
Bid 09-045
Term Contract fo Toner and Ink Cartridges

Term: 1 April 2009 through 31 March 2010

Recommondation: All Sections to M & B Supplies, Inc.

Company	Section 1: OEM Color and Photo Ink	Section 2: OEM Black Ink	Section 3: OEM Color Toner	Section 4: OEM Black Toner
Affordable Computer Products Dallas TX	Disqualified: Did not bid all items in section	Disqualified: Did not bid all items in section	$ 6,499.73	$ 64,099.94
Cartridge Supply Network Spring TX	$ 52,710.00	$ 44,088.00	$ 6,045.00	$ 63,363.00
CDW Government, Inc Vernon Hills IL	Disqualified: Altered terms and conditions.			
Corporate Express Imaging and Computer Graphic Supplies Houston TX	$ 51,738.76	$ 41,966.70	$ 6,024.81	$ 60,786.29
Finest Inks, LLC Galveston TX	Disqualified: Did not bid all items in section	Disqualified: Did not bid all items in section	$ 5,765.65	$ 65,571.60
Genco Wholesale Office Supplies Naples FL	$ 56,311.68	$ 44,767.22	$ 6,731.99	$ 68,743.93
Global Associates Computers Margate FL	$ 50,248.58	$ 40,596.72	$ 5,937.81	$ 61,126.66
Global Government Education Solutions Fletcher OH	$ 50,177.87	$ 42,088.05	$ 5,940.76	$ 61,266.38
Green Image Solutions Tampa FL	Vendor withdrew bid on 2/23/09			
Inkjet Superstore Bell CA	$ 59,512.14	$ 49,395.93	$ 6,444.17	$ 70,124.14
M & B Supplies Monroe NY	**$ 41,527.50**	**$ 33,415.56**	**$ 4,312.68**	**$ 49,128.41**

AS PER ORIGINAL

Company	Section 1: OEM Color and Photo Ink	Section 2: OEM Black Ink	Section 3: OEM Color Toner	Section 4: OEM Black Toner
Office 2000 Chula Vista CA	$ 47,502.56	$ 37,073.09	$ 5,237.75	$ 58,449.24
Office Depot Houston TX	$ 48,229.15	$ 39,422.23	$ 6,083.56	$ 62,008.72
One Source Imaging Eau Claire WI	$ 49,797.96	$ 41,621.39	$ 5,872.73	$ 60,638.22
Quill Corporation Lincolnshire IL	$ 48,573.10	$ 41,135.14	$ 6,064.00	$ 59,532.90
SDF Profressional Computers Greenville NC	$ 54,408.58	$ 49,329.08	$ 6,076.56	$ 62,648.08
Supplies Now Dayton OH	$ 47,565.59	$ 39,654.32	$ 5,649.73	$ 58,262.81
TEICC Houston TX	$ 54,958.09	$ 86,595.91	$ 6,227.84	$ 64,211.58
The Tree House, Inc. Newton Centre MA	$ 46,763.61	$ 40,341.29	$ 5,658.94	$ 58,338.48
Tip Top Products, Inc. West Berlin NJ	$ 49,052.60	$ 40,791.13	$ 5,110.50	$ 59,744.39
Toner Plus Southwest Austin TX	Disqualified: Did not bid all items in section	Disqualified: Did not bid all items in section	$ 6,204.07	$ 64,088.77
Triplenetpricing, LLC Gaithersburg MD	$ 46,819.13	$ 39,354.30	$ 5,649.73	$ 56,471.41

AS PER ORIGINAL

Fort Bend County Tabulation
Bid 09-045
Term Contract for Toner and Ink Cartridges

Term: 1 April 2009 through 31 March 2010

Recommendation: All Sections: M & B Supplies, Inc.

Lawson #	Description	Price per Each
	Section 1: OEM Color and Photo Ink Cartridges ***Vendor: M & B Supplies, Inc.***	
6689	Epson T029201 Tri-color	$ 19.85
6690	Epson T041020 Tri-color	$ 21.11
1000	HP - 51625A Tri-color	$ 30.51
1004	HP - 51640C Cyan	$ 30.51
1005	HP - 51641A Tri-color	$ 26.04
1008	HP - 51649A Tri-color	$ 23.80
1011	HP - C1823D Tri-color	$ 28.70
1019	HP - C4836AN Cyan	$ 24.60
1020	HP - C4837AN Magenta	$ 24.60
1021	HP - C4838 AN Yellow	$ 24.60
1010	HP - C4842A Yellow	$ 25.24
1012	HP - C4843A Magenta	$ 25.24
1045	HP - C5010DN Tri-color	$ 22.07
1013	HP - C6578DN Tri-color	$ 24.90
6691	HP - C6625A Tri-color	$ 23.15
1022	HP - C6657AN Tri-color	$ 24.93
1023	HP - C6658AN Photo	$ 17.43
1044	HP - C8766WN Tri-color	$ 18.80
1043	HP - C9363WN Tri-color	$ 23.98
1024	HP - C9721A Cyan	$ 156.84
1028	HP - C9722A Yellow	$ 156.84
1038	HP - C9723A Magenta	$ 156.84
6692	HP - C9731A Cyan	$ 232.65
6693	HP - C9732A Yellow	$ 232.65
6694	HP - C9733A Magenta	$ 232.65
6695	HP - Q2671A Yellow	$ 97.71
6696	HP - Q2672A Cyan	$ 97.71
6697	HP - Q2673A Magenta	$ 97.71
6698	Ricoh GC21CH Cyan	$ 58.50
6699	Ricoh GC21MH Magenta	$ 58.50
6700	Ricoh GC21YH Yellow	$ 58.50

AS PER ORIGINAL

Lawson #	Description	Price per Each
	Section 2: OEM Black Ink Cartridges ***Vendor: M & B Supplies, Inc.***	
1029	Epson S015091	$ 20.32
6701	Epson S189108	$ 18.12
6702	Epson S187093	$ 16.48
1033	Epson T028201	$ 20.30
1034	Epson T040120	$ 21.11
1001	HP - 51626A	$ 22.94
1002	HP - 51629A	$ 22.95
1003	HP - 51633M	$ 26.99
1006	HP - 51645A	$ 22.11
1007	HP - 6656AN	$ 14.90
1009	HP - C4844A	$ 24.60
6703	HP - C5011DN	$ 16.62
1014	HP - C6615DN	$ 21.03
6704	HP - C7115X	$ 60.63
1017	HP - C8061X	$ 91.00
1068	HP - C8543X	$ 204.07
6705	HP - C8721WN	$ 14.00
1066	HP - C8765WN	$ 14.33
1065	HP - C8767WN	$ 22.48
6706	HP - C9730A	$ 169.74
6707	HP - Q2670A	$ 97.71
6708	HP - Q5942A	$ 113.25
6709	HP - Q7551A	$ 102.34
6710	Ricoh GC21KH	$ 54.00
	Section 3: OEM Color Toner Cartridges ***Vendor: M & B Supplies, Inc.***	
1056	HP - C4150A Cyan	$ 125.40
1057	HP - C4151A Magenta	$ 125.40
1058	HP - C4152A Yellow	$ 125.40
1052	HP - C4192A Cyan	$ 78.56
1053	HP - C4193A Magenta	$ 78.56
1054	HP - C4194A Yellow	$ 78.56
1060	HP - C9701A Cyan	$ 76.20
1061	HP - C9702A Yellow	$ 76.20
1062	HP - C9703A Magenta	$ 76.20

AS PER ORIGINAL

Lawson #	Description	Price per Each
	Section 4: OEM Black Toner Cartridges ***Vendor: M & B Supplies, Inc.***	
1016	HP - 92274A	$ 56.30
1038	HP - 92298A	$ 71.29
1040	HP - C3903A	$ 67.00
1041	HP - C3906A	$ 42.92
1046	HP - C3909A	$ 122.99
1042	HP - C4092A	$ 44.20
1047	HP - C4096A	$ 73.99
1049	HP - C4127X	$ 91.00
1048	HP - C4129X	$ 119.99
1055	HP - C4149A	$ 80.98
1050	HP - C4182X	$ 138.99
1051	HP - C4191A	$ 63.46
6711	HP-C8543X	$ 204.07
1059	HP - C9700A	$ 63.85
1063	HP - C9720A	$ 115.93
1071	HP-C9730A	$ 169.74
1069	HP-Q1339A	$ 151.99
1070	HP-Q2610A	$ 90.71
1037	LEXMARK 12A1970	$ 23.75
1036	LEXMARK 12A6835	$ 236.61
1064	LEXMARK 1382920	$ 156.42

Fort Bend County Tabulation
Bid 09-046
Term Contract for Purchase of Culverts

Term: 1 April 2009 through 31 March 2010

Recommendation: Low Bidder per Section as indicated

2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanizaed, Conforms to AASHTO M218, 16 ga. (price per foot)								
Materials Description	Lawson # Riveted	Lawson # Spiral	Contech Houston Spiral Pipe	HD Supply Houston	Hanson Pipe Houston	Keeling Company Little Rock AR	MDN Ent New Caney Riveted Pipe	Wyatt Resources Fulshear Riveted Pipe
18"	1072	7347	9.75				13.58	12.90
24"	1073	7348	12.35				17.91	17.01
30"	1074	7349	15.60				22.58	21.45
36"	1075	7350	18.85				27.01	25.66
42"	1076	7351	22.10				31.39	29.82
48"	1077	7352	24.70				36.06	34.26

2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanizaed, Conforms to AASHTO M218, 14 ga. (price per foot)								
Materials Description	Lawson # Riveted	Lawson # Spiral	Contech Spiral Pipe	HD Supply	Hanson Pipe	Keeling Company	MDN Enterprises	Wyatt Resources Riveted Pipe
18"	1078	7353	11.70				16.73	15.89
24"	1079	7354	15.60				22.34	21.22
30"	1080	7355	19.50				28.03	26.63
36"	1081	7356	23.40				33.42	31.75
42"	1082	7357	27.30				38.91	36.96
48"	1083	7358	31.20				44.54	42.31
54"	1084	7359	35.10				50.74	48.20
60"	1085						57.06	54.21

AS PER ORIGINAL

2-2/3" X 1/2" Corrugation Full Circle Pipe, Galvanizaed, Conforms to AASHTO M218, 12 ga. (price per foot)								
Materials Description	**Lawson # Riveted**	**Lawson # Spiral**	**Contech Spiral Pipe**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources Riveted Pipe**
18"	1086	7361	16.85				23.42	22.25
24"	1087	7362	21.45				31.10	29.54
30"	1088	7363	26.65				38.86	36.92
36"	1089	7364	31.85				46.26	43.95
42"	1090	7365	37.15				53.94	51.24
48"	1091	7366	42.25				61.75	58.66
54"	1092	7367	47.45				69.98	66.48
60"	1093	7368	52.65				78.48	74.56
66"	1094	7369	57.85				86.37	82.05
2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 and M246, 16 ga. (price per foot)								
Materials Description	**Lawson # Riveted**	**Lawson # Spiral**	**Contech Spiral Pipe**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources Riveted Pipe**
18"	1095	7370	13.50				19.96	18.96
24"	1096	7371	17.10				26.40	25.08
30"	1097	7372	21.60				33.26	31.59
36"	1098	7373	26.10				39.76	37.77
42"	1099	7374	30.60				46.22	43.91
48"	1100	7375	34.20				53.07	50.42

AS PER ORIGINAL

2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 and M246, 14 ga. (price per foot)								
Materials Description	Lawson # Riveted	Lawson # Spiral	Contech Spiral Pipe	HD Supply	Hanson Pipe	Keeling Company	MDN Enterprises	Wyatt Resources Riveted Pipe
18"	1101	7376	16.20				23.62	22.44
24"	1102	7377	21.60				31.52	29.95
30"	1103	7378	27.00				39.58	37.60
36"	1104	7379	32.40				47.20	44.84
42"	1105	7380	37.80				54.94	52.19
48"	1106	7381	43.20				62.91	59.77
54"	1107	7382	48.60				71.51	67.93
2-2/3" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 and M246, 12 ga. (price per foot)								
Materials Description	Lawson # Riveted	Lawson # Spiral	Contech Spiral Pipe	HD Supply	Hanson Pipe	Keeling Company	MDN Enterprises	Wyatt Resources Riveted Pipe
18"	1108	7383	22.50				32.32	30.70
24"	1109	7384	29.70				42.94	40.79
30"	1110	7385	36.90				53.73	51.04
36"	1111	7386	44.10				63.99	60.79
42"	1112	7387	51.30				74.57	70.84
48"	1113	7388	58.50				85.40	81.13
54"	1114	7389	65.70				96.68	91.85
2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 and M274, 16 ga. (price per foot)								
Materials Description	Lawson # Riveted	Lawson # Spiral	Contech Spiral Pipe	HD Supply	Hanson Pipe	Keeling Company	MDN Enterprises	Wyatt Resources Riveted Pipe
18"	1115	7390	10.50				17.67	16.79
24"	1116	7391	13.30				22.67	21.54
30"	1117	7392	16.80				27.94	26.54
36"	1118	7393	20.30				33.14	31.48
42"	1119	7394	23.80				38.80	36.86
48"	1120	7395	26.60				44.38	42.16

AS PER ORIGINAL

2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 and M274, 14 ga. (price per foot)								
Materials Description	**Lawson # Riveted**	**Lawson # Spiral**	**Contech Spiral Pipe**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources Riveted Pipe**
18"	1124	7396	12.60				19.41	18.44
24"	1125	7397	16.80				24.97	23.72
30"	1126	7398	21.00				30.83	29.29
36"	1127	7399	25.20				36.59	34.76
42"	1128	7400	29.40				42.80	40.66
48"	1129	7401	33.60				48.98	46.53
54"	1130	7402	37.80				55.04	52.29
2-2/3" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M36 and M274, 12 ga. (price per foot)								
Materials Description	**Lawson # Riveted**	**Lawson # Spiral**	**Contech Spiral Pipe**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources Riveted Pipe**
18"	1133	7403	17.50				30.12	28.61
24"	1134	7404	23.10				39.11	37.15
30"	1135	7405	28.70				48.58	46.15
36"	1136	7406	34.30				57.77	54.88
42"	1137	7407	39.90				67.62	64.24
48"	1138	7408	45.50				77.42	73.55
54"	1139	7409	51.10				86.89	82.55
60"	1140	7410	56.70				97.73	92.84
66"	1141	7411	62.30				108.65	103.22

AS PER ORIGINAL

Metal Flared End Section with Hardware to Fit Corrugated Pipe, AASHTO M218 (price per section)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
12"	1142						56.84	54.00
15"	1143						70.53	67.00
18"	1144						87.37	83.00
24"	1145						124.21	118.00
30"	1146						232.63	221.00
36"	1147						306.32	291.00
42"	1148						507.37	482.00
48"	1149						628.42	597.00
54"	1150						740.00	703.00
60"	1151						857.89	815.00
66"	1152						1,296.84	1,232.00
72"	1153						1,469.47	1,396.00
78"	1154						1,606.32	1,526.00

AS PER ORIGINAL

T & G Reinforced Concrete Pipe Culverts THD #464 (price per foot)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
18"	1155				16.57		18.50	
24"	1156				21.58		24.10	
30"	1157				29.90		33.39	
36"	1158				45.28		50.56	
42"	1159				59.20		66.11	
48"	1160				70.88		79.16	
54"	1161				86.39		96.48	
60"	1162				105.73		118.07	
66"	1163				127.84		142.76	
72"	1164				149.82		167.30	
78"	1165				177.87		198.63	
84"	1166				202.99		226.67	
Minimum Order					$200 >36,000#			
Rubber Gasketed Reinforced Concrete Pipe THD #464 (price per foot)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
18"	1167				19.70		22.01	
24"	1168				25.08		28.01	
30"	1169				34.75		38.81	
36"	1170				52.67		58.82	
42"	1171				68.81		76.84	
48"	1172				82.43		92.06	
54"	1173				96.82		108.12	
60"	1174				121.90		136.13	
66"	1175				144.51		161.37	
72"	1176				171.01		190.96	
78"	1177				197.87		220.96	
84"	1178				223.34		249.40	
Minimum Order					$200 >36,000#			

AS PER ORIGINAL

Railroad Tank Culverts (price per each)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
6' x 28'								
6'6" x 32'								
7'3" x 28'								
7'3" x 32'								
8' x 32'								
8'6" x 32'								
8'8" x 32'								
9' x 40'								
Corrugated Polyethylene Pipe (price per foot)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
8" x 20'	1184			3.18		3.178	3.21	
10" x 20'	1185			4.52		4.521	4.57	
12" x 20'	1186			4.88		4.875	4.93	
15" x 20'	1187			6.57		6.573	6.65	
18" x 20'	1188			9.25		9.250	9.35	
24" x 20'	1189			14.48		14.480	14.64	
30" x 20'	1190			23.28		23.282	23.53	
36" x 20'	1191			28.52		28.521	28.83	
42" x 20'	1192			39.72		39.719	40.14	
48" x 20'	1193			47.63		47.625	48.13	
60" x 20'	1194			84.96		84.959	85.86	

Recommendation: Award to HD Supply based on usage from BY2008 until present
Couplers below must go with same company as pipe

AS PER ORIGINAL

Corrugated Polyethylene Pipe Couplings (price per each)								
Materials Description	**Lawson #**		**Contech**	**HD Supply**	**Hanson Pipe**	**Keeling Company**	**MDN Enterprises**	**Wyatt Resources**
8" x 20'	1195			3.74		3.740	3.78	
10" x 20'	1196			10.04		10.042	10.15	
12" x 20'	1197			11.48		11.480	11.60	
15" x 20'	1198			20.08		20.084	20.30	
18" x 20'	1199			23.91		23.907	24.16	
24" x 20'	1200			33.47		33.469	33.83	
30" x 20'	1201			80.32		80.323	81.17	
36" x 20'	1202			109.97		109.969	111.13	
42" x 20'	1203			129.09		135.344	130.46	
48" x 20'	1204			148.22		148.219	149.78	
60" x 20'	1205			224.72		224.719	226.00	

AS PER ORIGINAL

AS PER ORIGINAL 24 E5

Fort Bend County Tabulation
Bid 09-047
Term Contract for the Purchase of Bridge Materials
Term: 1 April 2009 through 31 March 2010

Recommendation: Conroe Wood Producuts based on current usage

Materials Description	Item	Conroe Wood Products Conroe	International Forest Products Houston
Southern Yellow Pine Bridge Piling 8" Top: 12 lb. Creosote			
50' PILING 12" BUTT	1549	$ 437.83	$ 483.59
45' PILING 12" BUTT	1550	$ 429.19	$ 442.98
40' PILING 12" BUTT	1551	$ 350.04	$ 384.71
35' PILING 12" BUTT	1552	$ 327.73	$ 354.61
30' PILING 12" BUTT	1553	$ 269.39	$ 295.86
25' PILING 12" BUTT	1554	$ 237.01	$ 259.52
20' PILING 12" BUTT	1555	$ 215.95	$ 234.38
30' PILING 8" TOP	1556	$ 237.23	$ 258.55
25' PILING 8" TOP	2133	$ 195.17	$ 213.53
20' PILING 8" TOP	2134	$ 152.80	$ 192.61
18' PILING 8" TOP	1557	$ 95.40	$ 172.25
16' PILING 8" TOP	2135	$ 80.34	$ 163.25
14' PILING 8" TOP	1558	$ 68.82	$ 144.18
12' PILING 8" TOP	1559	$ 56.24	$ 129.66
Southern Yellow Pine Bridge Piling 8" Top: 12 lb. Creosote Tested and Certified to AWPA Standards			
50' PILING 12" BUTT	1560	$ 446.59	$ 492.61
45' PILING 12" BUTT	1561	$ 437.77	$ 449.98
40' PILING 12" BUTT	1562	$ 357.04	$ 391.27
35' PILING 12" BUTT	1563	$ 334.28	$ 360.64
30' PILING 12" BUTT	1564	$ 274.78	$ 301.29
25' PILING 12" BUTT	1565	$ 241.75	$ 264.25
20' PILING 12" BUTT	1566	$ 220.27	$ 238.36
30' PILING 8" TOP	1567	$ 241.97	$ 262.98
25' PILING 8" TOP	1568	$ 199.07	$ 217.04
20' PILING 8" TOP	2136	$ 155.86	$ 195.27
18' PILING 8" TOP	1569	$ 97.31	$ 174.58
16' PILING 8" TOP	2137	$ 81.95	$ 165.36
14' PILING 8" TOP	2138	$ 70.20	$ 145.91
12' PILING 8" TOP	2139	$ 57.36	$ 131.12
No. 2 or better Southern Yellow Pine Rough Bridge Timber 8 lb. Creosote			
8" X 8"-16'	1481	$ 101.55	$ 129.51
8" X10"-16'	1482	$ 132.27	$ 161.89
10"X10"-14'	1483	$ 144.67	$ 177.07
10"X10"-24'	1484	$ 283.00	$ 326.54
10"X10"-26'	1485	$ 317.42	$ 391.10
10"X10"-28'	1486	$ 353.49	$ 461.42
10"X12"-14'	1487	$ 180.60	$ 212.48
10"X12"-16'	2140	$ 206.40	$ 242.84
10"X12"-24'	1488	$ 357.60	$ 419.43
10"X12"-26'	1489	$ 400.40	$ 469.33
10"X12"-28'	1490	$ 445.20	$ 537.61
12"X12"-16'	1491	$ 247.68	$ 313.47

No. 2 or better Southern Yellow Pine Rough Bridge Timber 8 lb. Creosote (cont'd)			
12"X12"-20'	1492	$ 333.60	$ 391.84
12"X12"-24'	1493	$ 429.12	$ 486.77
12"X12"-26'	1494	$ 480.48	$ 563.19
12"X12"-28'	1495	$ 534.24	$ 703.07
6" X16"-14'	1496	$ 152.88	$ 189.29
6" X16"-16'	1497	$ 174.72	$ 216.34
6" X16"-18'	1498	$ 200.16	$ 243.38
Southern Yellow Pine S1S1E Bridge Timber 8# Creosote: #2 or better			
4" X12"-14'	1499	$ 68.04	$ 91.43
4" X12"-16'	2141	$ 77.76	$ 104.49
4" X12"-18'	2142	$ 91.08	$ 117.55
2" X4"-20'	2143	$ 16.53	$ 21.79
2" X8"-12'	1500	$ 19.84	$ 26.12
2" X8"-14'	1501	$ 23.15	$ 30.47
2" X8"-16'	6289	$ 26.45	$ 34.83
2" X8"-20'	1502	$ 34.40	$ 43.53
2" X8"-24'	1503	$ 42.88	$ 52.24
3" X8"-12'	1504	$ 27.96	$ 39.18
3" X8"-14'	1505	$ 32.62	$ 45.71
3" X8"-16'	1506	$ 37.28	$ 52.24
3" X8"-18'	1507	$ 42.84	$ 58.77
3" X8"-20'	1508	$ 49.60	$ 65.30
3" X8"-22'	1509	$ 56.76	$ 71.83
3" X8"-24'	2145	$ 64.32	$ 83.88
3" X8"-26'	1510	$ 72.28	$ 93.86
3" X8"-28'	1511	$ 80.64	$ 107.52
Southern Yellow Pine S1S1E Bridge Timber 8# Creosote: #1 Dense			
4" X12"-14'	1512	$ 77.84	$ 130.05
4" X12"-16'	1513	$ 92.16	$ 148.63
4" X12"-18'	1514	$ 107.28	$ 167.21
3" X12"-14'	1515	$ 58.38	$ 97.53
3" X12"-16'	1516	$ 66.72	$ 111.47
3" X12"-18'	1517	$ 77.76	$ 125.40
0.60 CCA Treated Materials - Rough Bridge Timber			
10" X12"-16'	2146	$ 143.20	$ 170.40
4" X12"-14'	6290	$ 50.12	$ 54.67
4" X12"-16'	2147	$ 57.28	$ 64.48
4" X4"-12'	2148	$ 14.32	$ 15.12
3" X8"-16'	1518	$ 27.04	$ 31.24
2" X8"-16'	2149	$ 19.62	$ 20.16
2" X4"-20'	2150	$ 13.20	$ 13.02
ACQ treated materials, No 2 or better S4S (where applicable) southern yellow pine 0.4 ACQ			
2" X8"-16'	1519	$ 13.41	$ 15.98
2" X6"-16'	2151	$ 10.24	$ 12.23
2" X6"-12'	1520	$ 7.74	$ 9.27
2" X6"-20'	1521	$ 15.15	$ 15.45
2" X4"-12'	1522	$ 5.03	$ 6.18
2" X4"-16'	2152	$ 7.19	$ 8.65
2" X4"-18'	1523	$ 7.88	$ 9.45
2" X4"-20'	1524	$ 9.13	$ 11.02

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0.40 CCA treated materials, No 2 or better S4S (where applicable) southern yellow pine 0.40 CCA			
6-1/2' POST - 3-1/2"-4" TOP	2153	$ 3.45	$ 3.44
8' POST - 6" TOP	2154	$ 12.41	$ 13.31
8' POST - 7" TOP	1525	$ 15.81	$ 17.31
8' POST - 8" TOP	2155	$ 20.54	$ 23.01
10' POST - 8" TOP	6681	$ 25.77	$ 29.83
0.80 CCA Treated Materials - No. 2 or better			
50' PILING 12" BUTT	1526	$ 373.87	$ 358.76
45' PILING 12" BUTT	1527	$ 315.34	$ 278.39
40' PILING 12" BUTT	1528	$ 263.98	$ 248.54
35' PILING 12" BUTT	1529	$ 245.99	$ 222.24
30' PILING 12" BUTT	1530	$ 200.54	$ 200.62
25' PILING 12" BUTT	1531	$ 175.14	$ 159.48
30' PILING 8" TOP	1532	$ 175.27	$ 158.77
25' PILING 8" TOP	2156	$ 130.28	$ 111.84
20' PILING 8" TOP	1533	$ 112.76	$ 87.92
18' PILING 8" TOP	1534	$ 82.63	$ 69.56
16' PILING 8" TOP	2157	$ 65.82	$ 59.37
14' PILING 8" TOP	2158	$ 57.07	$ 50.11
12' PILING 8" TOP	1535	$ 48.57	$ 43.65
0.80 CCA Treated Materials - No. 2 or better Tested and certified to AWPA standards			
50' PILING 12" BUTT	1536	$ 381.35	$ 367.78
45' PILING 12" BUTT	1537	$ 321.65	$ 285.39
40' PILING 12" BUTT	1538	$ 269.26	$ 255.09
35' PILING 12" BUTT	1539	$ 250.91	$ 228.26
30' PILING 12" BUTT	1540	$ 204.55	$ 206.04
25' PILING 12" BUTT	1541	$ 178.64	$ 164.21
30' PILING 8" TOP	1542	$ 178.78	$ 163.20
25' PILING 8" TOP	1543	$ 132.89	$ 115.34
20' PILING 8" TOP	1544	$ 115.02	$ 87.57
18' PILING 8" TOP	1545	$ 84.28	$ 71.89
16' PILING 8" TOP	1546	$ 67.14	$ 61.40
14' PILING 8" TOP	1547	$ 58.21	$ 51.84
12' PILING 8" TOP	1548	$ 49.54	$ 45.10

Fort Bend County Tabulation
Bid 09-048
Term Contract for Purchase and Hauling of Earthen Type Road Materials

Term: 1 April 2009 through 31 March 2010

Recommendation: Award to all bidders meeting specifications

Asphalt Stabilized Base, THD #292, Black Base without RAP, Price Per Ton											
Lawson 6712-material Lawson 6713-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed Concrete**	**Durwood Greene**	**Gulf Coast Stabilized Materials**	**Headwaters Resources**	**Martin Marietta Materials**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	37.00	38.25								39.90	
Plant		35.25									
Plant		38.25									
Plant to Jobsite-1st mile	2.5	2.50								2.50	
Each add'l mile	0.15	0.20								0.25	
Laydown		No Bid		15.00					25.00		
Plant Location	Mo City	Katy, Rosenberg, Arcola								Rosenberg	
Minimum									800 tons		
Asphalt Stabilized Base, THD #292, Black Base with RAP, Price Per Ton											
Lawson 6714-material Lawson 6715-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	31.50	35.25								37.90	
Plant		32.25									
Plant		35.25									
Plant to Jobsite-1st mile	2.5	2.50								2.50	
Each add'l mile	0.15	0.20								0.25	
Laydown		No Bid		15.00					25.00		
Plant Location	Mo City	Katy, Rosenberg, Arcola								Rosenberg	
Minimum									800 tons		

AS PER ORIGINAL 24 E

Cement Stabilized Sand, THD & PT #400.5 Portland Cement, Type I, 1-1/2 sack, Price Per Ton											
Lawson 6716-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant					14.00						
Plant to Jobsite-1st mile					2.68						
Each add'l mile					0.25						
Laydown					No bid						
Plant Location					Madden Rd Fulshear Gaston Rd						
Per 1/2 sack cement					2.50						
Cement Stabilized Sand, THD & PT #400.5 Portland Cement, Type I, 2 sack minimum, Price Per Ton											
Lawson 6717-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant					16.50						
Plant to Jobsite-1st mile					2.68						
Each add'l mile					0.25						
Laydown					No bid						
Plant Location					Madden Rd Fulshear Gaston Rd						
Per 1/2 sack cement					2.50						
Drystone Coverstone (lightweight), THD #303 - Grade 3 mod, Price Per Yard											
Lawson 6719-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Laydown									35.00		
Plant Location											
Minimum									300 yards		

AS PER ORIGINAL

Drystone Coverstone (lightweight), THD #303 - Grade 4 & 5 mod, Price Per Yard											
Lawson 6721-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Laydown									35.00		
Plant Location											
Minimum									300 yards		
Flexible Base, THD #247, Type A, Grade "2, Price Per Ton											
Lawson 6722-material Lawson 6723-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant					23.00		16.09				16.97
Plant to Jobsite-1st mile					2.68		1.95				3.19
Each add'l mile					0.25		0.15				0.19
Laydown					No bid		No bid		40.00		No bid
Plant Location					Madden Rd		Rosenberg				Rosenberg
Minimum									500 tons		
Flexible Base, THD #247, Type A, Grade "2" w/ 5% Cement, Pugmill Mixed, Price Per Ton											
Lawson 6724-material Lawson 6725-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant					31.00						27.75
Plant to Jobsite-1st mile					2.68						3.19
Each add'l mile					0.25						0.19
Laydown					No bid				40.00		No bid
Plant Location					Madden Rd						Houston
Minimum									500 tons		
Flexible Base, THD #247, Type B, Grade "2", Price Per Ton											
Lawson 6726-material Lawson 6727-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											16.97
Plant to Jobsite-1st mile											3.19
Each add'l mile											0.19
Laydown									40.00		No bid
Plant Location											Rosenberg
Minimum									500 tons		

AS PER ORIGINAL

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 6728-material Lawson 6729-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	11.35		10.19								
Plant to Jobsite-1st mile	2.50		1.50								
Each add'l mile	0.25		0.19								
Laydown	No bid		No bid						40.00		
Plant Location	Mo City		Fresno Houston								
Minimum									500 tons		
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 6730-material Lawson 6731-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant			17.50								
Plant to Jobsite-1st mile			1.50								
Each add'l mile			0.10								
Laydown			No bid						40.00		
Plant Location			Fresno								
Minimum									500 tons		
Gravel, River Washed, 5/8" Diameter Maximum, Price Per Yard											
	American Materials	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Plant Location											
Gravel, River Unwashed, 5/8" Diameter Maximum, Price Per Yard											
Lawson 6732-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant							14.75				
Plant to Jobsite-1st mile							1.95				
Each add'l mile							0.15				
Plant Location							Garwood				

AS PER ORIGINAL

Hot Mix Asphaltic Concrete Pavement, THD #340, Type D without RAP, Price Per Ton											
Lawson 6733-material Lawson 6734-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	37.75	38.25								40.90	
Plant		37.00									
Plant		41.00									
Plant to Jobsite-1st mile	2.5	2.50								2.50	
Each add'l mile	0.15	0.20								0.25	
Laydown	No bid	No bid		15.00					25.00		
Plant Location	Mo City	Katy, Rosenberg, Arcola								Rosenberg	
Minimum									800 tons		
Hot Mix Asphaltic Concrete Pavement, THD #340, Type D with RAP, Price Per Ton											
Lawson 6735-material Lawson 6736-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	35.50	35.25								38.90	
Plant		34.00									
Plant		38.00									
Plant to Jobsite-1st mile	2.5	2.50								2.50	
Each add'l mile	0.15	0.20								0.25	
Laydown	No bid	No bid		15.00					25.00		
Plant Location	Mo City	Katy, Rosenberg, Arcola								Rosenberg	
Minimum									800 tons		
Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D, THD #350, Price Per Ton											
Lawson 6737-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant										68.90	
Plant to Jobsite-1st mile										2.50	
Each add'l mile										0.25	
Laydown											
Plant Location										Rosenberg	
Minimum											

AS PER ORIGINAL

Limestone Base Material "Georgetown Variety", Price Per Ton											
Lawson 6739-material Lawson 6740-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											16.97
Plant to Jobsite-1st mile											3.19
Each add'l mile											0.19
Laydown									40.00		No bid
Plant Location											Rosenberg
Minimum									500 tons		
Precoated Coverstone, PB-3, Price Per Ton											
Lawson 6741-material Lawson 6742-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant		33.00								35.90	
Plant		34.00									
Plant to Jobsite-1st mile		2.50								2.50	
Each add'l mile		0.20								0.25	
Laydown		No bid							30.00		
Plant Location		Rosenberg Arcola								Rosenberg	
Minimum									500 tons		
Precoated Coverstone, PB-4 & PB-5, Price Per Ton											
Lawson 6743-material Lawson 6744-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant		33.00								35.90	
Plant		34.00									
Plant to Jobsite-1st mile		2.50								2.50	
Each add'l mile		0.20								0.25	
Laydown		No bid							30.00		
Plant Location		Rosenberg Arcola								Rosenberg	
Minimum									500 tons		

AS PER ORIGINAL

Recycled Asphalt, Screened, 3" Diameter Maximum, Price Per Ton											
	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Laydown											
Plant Location											
Minimum											

Type A Hydrated Lime, THD #264, 90.0% Ca(OH) 2 Min., Delivered in Closed Tankers, Price Per Ton											
	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Delivered and applied											

Pulverizing Existing Asphalt and/or Base Road , Price Per Foot											
Lawson number beside each item	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Up to 2" Depth **6745**				1.75					2.50		
Up to 4" Depth **6746**				2.70					3.50		
Up to 6" Depth **6747**				3.70					4.50		
Up to 8" Depth **6748**				4.70					5.50		
Up to 10" Depth **6749**				5.70					7.00		
Up to 12" Depth **6750**				6.70					8.00		
Up to14" Depth **6751**				7.70					9.50		
Pulverizing existing **6752**				4.20					5.00		
Transported by FBC **6753**				30.00							
Transported by Contractors vehicles **6754**				10.00							

Field Sand, Price Per Ton											
Lawson 6755-material	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Plant											3.50
Plant to Jobsite-1st mile											3.19
Each add'l mile											0.19
Plant Location											Wallis

AS PER ORIGINAL

Fly Ash, Price Per Ton											
Lawson 6756-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant						32.00					
Plant to Jobsite-1st mile						5.27					
Each add'l mile						5.27					
Plant Location						Bremond					
Installation											
Minimum											
Asphaltic Surface Treatment Aggregate-Expanded Clay:Size 3, Price Per Yard											
	American Materials	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Laydown											
Plant Location											
Per 1/2 sack cement											
Texas QPR 2000 Cold Mix, Price Per Ton											
Lawson 6757-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant		85.85						80.00			
Delivered to jobsite								84.00			
Plant to Jobsite-1st mile		2.25									
Each add'l mile		0.15									
Laydown		No bid						No bid			
Plant Location		Houston						Hempstead			
Brand		UPM									
Lime and Lime Slurry - #264, Price Per Ton											
	American Materials	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											
Plant to Jobsite-1st mile											
Each add'l mile											
Laydown											
Plant Location											
% dry solid											
Fly Ash Stabilized Road Mix 50/50, Price Per Ton											

AS PER ORIGINAL

Lawson 6758-material	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Plant						5.00					
Plant to Jobsite-1st mile											
Each add'l mile											
Plant Location						Thompsons					
Installation											
Minimum											
Asphalt Aggregate, limestone Type D, 7/16" by #4 Graduation, Price Per Ton											
Lawson 6759-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant							27.00			34.90	21.50
Plant to Jobsite-1st mile							1.95			2.50	3.19
Each add'l mile							0.15			0.25	0.19
Plant Location							Rosenberg			Rosenberg	Rosenberg
Installation							No bid				
Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A Aggregates with PG7622 Oil, Price Per Ton											
Lawson 6760-material Lawson 6761-laydown	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant	47.50	47.00								52.90	
Plant		49.00									
Plant to Jobsite-1st mile	2.50	2.50								2.50	
Each add'l mile	0.15	0.20								0.25	
Laydown	No bid	No bid		15.00					25.00	Rosenberg	
Plant Location	Mo City	Rosenberg Arcola									
Minimum									800 tons		
623 Traprock, Grade 3, THD #302, Price Per Ton											
Lawson 6762-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant											34.50
Plant to Jobsite-1st mile											3.19
Each add'l mile											0.19
Laydown											Rosenberg
Plant Location											
Minimum											

623 Traprock, Grade 5, THD #302, Price Per Ton

AS PER ORIGINAL

Lawson 6763-material	American Materials	Century Asphalt	Cherry Crushed	Durwood Greene	Gulf Coast Stabilized	Headwaters Resources	Martin Marietta	Proline Materials	Silva	Tarmac Materials	Vulcan Materials
Plant											34.50
Plant to Jobsite-1st mile											3.19
Each add'l mile											0.19
Laydown											Rosenberg
Plant Location											
Minimum											
Bullrock, 3" x 5", Price Per Ton											
Lawson 6764-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant			16.00				27.00				27.50
Plant to Jobsite-1st mile			1.50				1.95				3.19
Each add'l mile			0.19				0.15				0.19
Laydown			No bid				No bid				Rosenberg
Plant Location			Fresno Houston				Rosenberg				
Minimum											
Rip Rap, Grade 1, 12" to 18", Price Per Ton											
Lawson 6765-material	**American Materials**	**Century Asphalt**	**Cherry Crushed**	**Durwood Greene**	**Gulf Coast Stabilized**	**Headwaters Resources**	**Martin Marietta**	**Proline Materials**	**Silva**	**Tarmac Materials**	**Vulcan Materials**
Plant			25.25				45.00				
Plant to Jobsite-1st mile			2.00				2.95				
Each add'l mile			0.20				0.25				
Laydown			No bid				No bid				
Plant Location			Fresno Houston				Rosenberg				
Minimum											

AS PER ORIGINAL

Fort Bend County Tabulation
Bid 09-049
Term Contract for Purchase and Hauling of Chemical Type Road Materials

Term: 1 April 2009 through 31 March 2010

Recommendation: Award to all bidders meeting specifications

AC-10, Asphalt Cement, THD #300 (price per gallon)			**Lawson # 6682**	
County Stockpile Deilvery Points	**Cleveland Asphalt Shepherd**	**P Squared Emulsion Elm Mott**	**Performance Grade Asphalt Hitchcock**	**Silva Contracting Richmond**
Minimum	5000 gallons		3000 gallons	5000 gallons
Rosenberg	2.9853		2.05	
Crabb	2.9853		2.05	
Fresno	2.9853		2.05	
Fulshear	2.9853		2.05	
Missouri City	2.9853		2.05	
Needville	2.9853		2.05	
Richmond	2.9853		2.05	
Plant	2.8500		2.00	
Plant to Jobsite-1st mile	No bid		Delivered Price	
Plant to Jobsite-each add'l mile	No bid			
Restocking Fee	N/C		0.10	
Laydown Charge	N/C		0.03	1.50
Demurrage Charge	80.00/hr after 2 hrs			
Plant Location	Shepherd		Hitchcock	

AC-20, Asphalt Cement, THD #300 (price per gallon)	**Lawson # 6683**

AS PER ORIGINAL

County Stockpile Deilvery Points	Cleveland Asphalt Shepherd	P Squared Emulsion Elm Mott	Performance Grade Asphalt Hitchcock	Silva Contracting Richmond
Minimum	5000 gallons		3000 gallons	5000 gallons
Rosenberg	2.9853		2.05	
Crabb	2.9853		2.05	
Fresno	2.9853		2.05	
Fulshear	2.9853		2.05	
Missouri City	2.9853		2.05	
Needville	2.9853		2.05	
Richmond	2.9853		2.05	
Plant	2.8500		2.00	
Plant to Jobsite-1st mile	No bid		Delivered Price	
Plant to Jobsite-each add'l mile	No bid			
Restocking Fee	N/C		0.10	
Laydown Charge	N/C		0.03	1.50
Demurrage Charge	80.00/hr after 2 hrs			
Plant Location	Shepherd		Hitchcock	

CRS-2, Cationic Emulsion, Rapid Setting, THD #300 (price per gallon) **Lawson # 6684**

AS PER ORIGINAL

County Stockpile Deilvery Points	Cleveland Asphalt Shepherd	P Squared Emulsion Elm Mott	Performance Grade Asphalt Hitchcock	Silva Contracting Richmond
Minimum	5000 gallons		3000 gallons	5000 gallons
Rosenberg	2.1353		1.65	
Crabb	2.1353		1.65	
Fresno	2.1353		1.65	
Fulshear	2.1353		1.65	
Missouri City	2.1353		1.65	
Needville	2.1353		1.65	
Richmond	2.1353		1.65	
Plant	2.0000		1.60	
Plant to Jobsite-1st mile	No bid		Delivered Price	
Plant to Jobsite-each add'l mile	No bid			
Restocking Fee	N/C		0.10	
Laydown Charge	N/C		0.03	1.50
Demurrage Charge	80.00/hr after 2 hrs			
Plant Location	Shepherd		Hitchcock	

MC-30, Medium Curing Type Cutback Asphalt, THD #300 (price per gallon) Lawson # 6685

AS PER ORIGINAL

County Stockpile Deilvery Points	Cleveland Asphalt Shepherd	P Squared Emulsion Elm Mott	Performance Grade Asphalt Hitchcock	Silva Contracting Richmond
Minimum	5000 gallons		3000 gallons	5000 gallons
Rosenberg	3.3353		2.65	
Crabb	3.3353		2.65	
Fresno	3.3353		2.65	
Fulshear	3.3353		2.65	
Missouri City	3.3353		2.65	
Needville	3.3353		2.65	
Richmond	3.3353		2.65	
Plant	3.2000		2.60	
Plant to Jobsite-1st mile	No bid		Delivered Price	
Plant to Jobsite-each add'l mile	No bid			
Restocking Fee	N/C		0.10	
Laydown Charge	N/C		0.03	1.50
Demurrage Charge	80.00/hr after 2 hrs			
Plant Location	Shepherd		Hitchcock	
Prime Seal/Dust Control (price per gallon)			**Lawson # 6686**	
County Stockpile Deilvery Points	**Cleveland Asphalt Shepherd**	**P Squared Emulsion Elm Mott**	**Performance Grade Asphalt Hitchcock**	**Silva Contracting Richmond**
Undiluted Delivered		1.47	1.65	
Diluted 12:1 Delivered		0.75	0.38	
Demurrage Charge		70.00/hr after 2 hrs		
Pump Charge		70.00		

SS-1 Emulsion used for dust control (price per gallon)	**Lawson # 6687**

AS PER ORIGINAL

County Stockpile Deilvery Points	Cleveland Asphalt Shepherd	P Squared Emulsion Elm Mott	Performance Grade Asphalt Hitchcock	Silva Contracting Richmond
Minimum	5000 gallons		3000 gallons	
Rosenberg	1.9853		1.65	
Crabb	1.9853		1.65	
Fresno	1.9853		1.65	
Fulshear	1.9853		1.65	
Missouri City	1.9853		1.65	
Needville	1.9853		1.65	
Richmond	1.9853		1.65	
Plant	1.8500		1.60	
Plant to Jobsite-1st mile	No bid		Delivered Price	
Plant to Jobsite-each add'l mile	No bid			
Restocking Fee	N/C		0.10	
Demurrage Charge				
Plant Location	Shepherd		Hitchcock	

Road Stabilizer (price per gallon)	Lawson # 6688

AS PER ORIGINAL

County Stockpile Deilvery Points	Cleveland Asphalt Shepherd	P Squared Emulsion Elm Mott	Performance Grade Asphalt Hitchcock	Silva Contracting Richmond
Minimum		5000 gallons	3000 gallons	
Rosenberg		2.45	1.85	
Crabb		2.45	1.85	
Fresno		2.45	1.85	
Fulshear		2.45	1.85	
Missouri City		2.45	1.85	
Needville		2.45	1.85	
Richmond		2.45	1.85	
Plant		2.20	1.80	
Plant to Jobsite-1st mile		No bid	Delivered Price	
Plant to Jobsite-each add'l mile		No bid		
Restocking Fee		2.45	0.10	
Demurrage Charge		70.00/hr after 2 hrs		
Plant Location		Elm Mott	Hitchcock	
Pump Charge		60.00		

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AS PER ORIGINAL

Fort Bend County Tabulation
Bid 09-051
Ambulance Module

Recommendation: Frazer, Inc. x 4 each = $315,800.00
Funding: EMS 100540100 64500

Company	Unit Bid Price
Frazer, Inc. Houston	$78,950.00

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AS PER ORIGINAL

Fort Bend County Tabulation
Bid 09-052
Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies

Term: 1 April 2009 through 31 March 2010

Recommondation: Section I: Sunbelt Fasteners and Section II: Grayson Industries

Section	Champion Fastener Houston	Grayson Industries Plantation FL	Sunbelt Fasteners Houston
Section I: Fasteners	$ 8,927.76	$ 11,641.89	$ 7,714.94
Section II: Terminals and Cable Ties	$ 2,019.40	$ 1,656.85	$ 1,965.94

Fort Bend County Tabulation
Bid 09-052
Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies

Term: 1 April 2009 through 31 March 2010

Recommondation: Section I: Sunbelt Fasteners and Section II: Grayson Industries

Vendor: Sunbelt Fasteners			
Lawson #	**Description**	**Unit**	**Price**
Section I: Fasteners			
A: Grade C Steel Locknuts, SAE Thread (stover nut), Plated			
6766	Steel Locknuts, 1/4-28		$ 0.072
6767	Steel Locknuts, 5/16-24		$ 0.077
6768	Steel Locknuts, 3/8-24		$ 0.098
6769	Steel Locknuts, 7/16-20		$ 0.139
6770	Steel Locknuts, 1/2-20		$ 0.160
6771	Steel Locknuts, 9/16-18		$ 0.250
6772	Steel Locknuts, 5/8-18		$ 0.340
6773	Steel Locknuts, 3/4-16		$ 0.630
B: Grade 8 Cap Screws, SAE Thread, Plated, Hex Head, Standard Height			
6774	Cap Screw, 1/4 X 1/2		$ 0.050
6775	Cap Screw, 1/4 X 3/4		$ 0.050
6776	Cap Screw, 1/4 X 1		$ 0.050
6777	Cap Screw, 1/4 X 1-1/4		$ 0.080
6778	Cap Screw, 1/4 X 1-1/2		$ 0.080
6779	Cap Screw, 1/4 X 1-3/4		$ 0.110
6780	Cap Screw, 1/4 X 2		$ 0.110
6781	Cap Screw, 1/4 X 2-1/2		$ 0.120
6782	Cap Screw, 1/4 X 3		$ 0.200
6783	Cap Screw, 1/4 X 3-1/2		$ 0.240
6784	Cap Screw, 1/4 X 4		$ 0.350
6785	Cap Screw, 1/4 X 4-1/2		$ 0.400
6786	Cap Screw, 1/4 X 5		$ 0.550
6787	Cap Screw, 5/16 X 1/2		$ 0.080
6788	Cap Screw, 5/16 X 3/4		$ 0.080
6789	Cap Screw, 5/16 X 1		$ 0.090
6790	Cap Screw, 5/16 X 1-1/4		$ 0.110
6791	Cap Screw, 5/16 X 1-1/2		$ 0.120
6792	Cap Screw, 5/16 X 1-3/4		$ 0.140
6793	Cap Screw, 5/16 X 2		$ 0.150
6794	Cap Screw, 5/16 X 2-1/2		$ 0.180
6795	Cap Screw, 5/16 X 3		$ 0.260

B: Grade 8 Cap Screws, SAE Thread, Plated, Hex Head, Standard Height (cont'd)				
6796	Cap Screw, 5/16 X 3-1/2		$	0.340
6797	Cap Screw, 5/16 X 4		$	0.510
6798	Cap Screw, 5/16 X 4-1/2		$	0.660
6799	Cap Screw, 5/16 X 5		$	0.530
6800	Cap Screw, 3/8 X 3/4		$	0.100
6801	Cap Screw, 3/8 X 1		$	0.120
6802	Cap Screw, 3/8 X 1-1/4		$	0.140
6803	Cap Screw, 3/8 X 1-1/2		$	0.160
6804	Cap Screw, 3/8 X 1-3/4		$	0.180
6805	Cap Screw, 3/8 X 2		$	0.200
6806	Cap Screw, 3/8 X 2-1/2		$	0.250
6807	Cap Screw, 3/8 X 2-3/4		$	0.330
6808	Cap Screw, 3/8 X 3		$	0.290
6809	Cap Screw, 3/8 X 3-1/2		$	0.350
6810	Cap Screw, 3/8 X 4		$	0.400
6811	Cap Screw, 3/8 X 5		$	0.790
6812	Cap Screw, 3/8 X 6		$	0.900
6813	Cap Screw, 7/16 X 3/4		$	0.210
6814	Cap Screw, 7/16 X 1		$	0.220
6815	Cap Screw, 7/16 X 1-1/4		$	0.230
6816	Cap Screw, 7/16 X 1-1/2		$	0.250
6817	Cap Screw, 7/16 X 1-3/4		$	0.260
6818	Cap Screw, 7/16 X 2		$	0.290
6819	Cap Screw, 7/16 X 2-1/4		$	0.320
6820	Cap Screw, 7/16 X 2-1/2		$	0.370
6821	Cap Screw, 7/16 X 2-3/4		$	0.460
6822	Cap Screw, 7/16 X 3		$	0.430
6823	Cap Screw, 7/16 X 3-1/2		$	0.500
6824	Cap Screw, 7/16 X 4		$	0.560
6825	Cap Screw, 7/16 X 4-1/2		$	0.840
6826	Cap Screw, 7/16 X 5		$	1.080
6827	Cap Screw, 7/16 X 6		$	1.250
6828	Cap Screw, 1/2 X 1		$	0.260
6829	Cap Screw, 1/2 X 1-1/4		$	0.290
6830	Cap Screw, 1/2 X 1-1/2		$	0.330
6831	Cap Screw, 1/2 X 1-3/4		$	0.370
6832	Cap Screw, 1/2 X 2		$	0.400
6833	Cap Screw, 1/2 X 2-1/2		$	0.480
6834	Cap Screw, 1/2 X 3		$	0.550
6835	Cap Screw, 1/2 X 3-1/2		$	0.620
6836	Cap Screw, 1/2 X 4		$	0.690
6837	Cap Screw, 1/2 X 4-1/2		$	0.740
6838	Cap Screw, 1/2 X 5		$	1.100

B: Grade 8 Cap Screws, SAE Thread, Plated, Hex Head, Standard Height (cont'd)				
6839	Cap Screw, 1/2 X 5-1/2		$	1.260
6840	Cap Screw, 1/2 X 6		$	1.320
6841	Cap Screw, 9/16 X 1		$	0.390
6842	Cap Screw, 9/16 X 1-1/2		$	0.450
6843	Cap Screw, 9/16 X 2		$	0.530
6844	Cap Screw, 9/16 X 2-1/2		$	0.670
6845	Cap Screw, 9/16 X 3		$	0.760
6846	Cap Screw, 9/16 X 3-1/2		$	0.960
6847	Cap Screw, 9/16 X 4		$	0.970
6848	Cap Screw, 9/16 X 4-1/2		$	1.280
6849	Cap Screw, 9/16 X 5		$	1.370
6850	Cap Screw, 9/16 X 5-1/2		$	1.480
6851	Cap Screw, 9/16 X 6		$	1.550
6852	Cap Screw, 5/8 X 1		$	0.560
6853	Cap Screw, 5/8 X 1-1/2		$	0.570
6854	Cap Screw, 5/8 X 2		$	0.670
6855	Cap Screw, 5/8 X 2-1/4		$	0.690
6856	Cap Screw, 5/8 X 2-1/2		$	0.780
6857	Cap Screw, 5/8 X 3		$	0.910
6858	Cap Screw, 5/8 X 3-1/2		$	1.090
6859	Cap Screw, 5/8 X 4		$	1.150
6860	Cap Screw, 5/8 X 4-1/2		$	1.500
6861	Cap Screw, 5/8 X 5		$	1.620
6862	Cap Screw, 5/8 X 5-1/2		$	1.740
6863	Cap Screw, 5/8 X 6		$	1.960
6864	Cap Screw, 3/4 X 1-1/2		$	0.950
6865	Cap Screw, 3/4 X 2		$	1.070
6866	Cap Screw, 3/4 X 2-1/2		$	1.220
6867	Cap Screw, 3/4 X 3		$	1.380
6868	Cap Screw, 3/4 X 3-1/2		$	1.590
6869	Cap Screw, 3/4 X 4		$	1.740
6870	Cap Screw, 3/4 X 4-1/2		$	2.290
6871	Cap Screw, 3/4 X 5		$	2.490
6872	Cap Screw, 3/4 X 5-1/2		$	2.790
6873	Cap Screw, 3/4 X 6		$	3.120

C: Grade 8 Hex Nut, SAE Thread, Plated, Standard Height				
6874	Hex Nut, 1/4		$	0.020
6875	Hex Nut, 5/16		$	0.030
6876	Hex Nut, 3/8		$	0.040
6877	Hex Nut, 7/16		$	0.090
6878	Hex Nut, 1/2		$	0.110
6879	Hex Nut, 9/16		$	0.110
6880	Hex Nut, 5/8		$	0.220
6881	Hex Nut, 3/4		$	0.300
D: Grade 8 Alloy Flat Washers, USS Thread, Plated				
6882	Flat Washer,1/4		$	0.028
6883	Flat Washer,5/16		$	0.046
6884	Flat Washer,3/8		$	0.060
6885	Flat Washer,7/16		$	0.100
6886	Flat Washer,1/2		$	0.126
6887	Flat Washer,9/16		$	0.180
6888	Flat Washer,5/8		$	0.290
6889	Flat Washer,3/4		$	0.400
E: Grade 8 Alloy Lock Washers, Plated, Split Type 9				
6890	Lock Washer,1/4		$	0.020
6891	Lock Washer,5/16		$	0.030
6892	Lock Washer,3/8		$	0.040
6893	Lock Washer,7/16		$	0.050
6894	Lock Washer,1/2		$	0.080
6895	Lock Washer,9/16		$	0.100
6896	Lock Washer,5/8		$	0.140
6897	Lock Washer,3/4		$	0.230
F: Grade C Steel Locknuts (Stover nuts), USS Thread, Plated				
6898	Locknut,1/4-20		$	0.030
6899	Locknut,5/16-18		$	0.040
6900	Locknut,3/6-16		$	0.060
6901	Locknut,7/16-14		$	0.080
6902	Locknut,1/2-13		$	0.100
6903	Locknut,9/16-12		$	0.190
6904	Locknut,5/8-11		$	0.260
6905	Locknut,3/4-10		$	0.460
G: Grade 8 Cap Screws, USS Thread, Plated, Hex Head Bolts, Standard Height				
6906	Cap Screw, 1/4 X 1/2		$	0.040
6907	Cap Screw, 1/4 X 3/4		$	0.045
6908	Cap Screw, 1/4 X 1		$	0.050
6909	Cap Screw, 1/4 X 1-1/4		$	0.060
6910	Cap Screw, 1/4 X 1-1/2		$	0.080
6911	Cap Screw, 1/4 X 1-3/4		$	0.090
6912	Cap Screw, 1/4 X 2		$	0.090

G: Grade 8 Cap Screws, USS Thread, Plated, Hex Head Bolts, Standard Height(cont'd)				
6913	Cap Screw, 1/4 X 2-1/2		$	0.110
6914	Cap Screw, 1/4 X 3		$	0.160
6915	Cap Screw, 1/4 X 3-1/2		$	0.170
6916	Cap Screw, 1/4 X 4		$	0.190
6917	Cap Screw, 5/16 X 1/2		$	0.040
6918	Cap Screw, 5/16 X 3/4		$	0.070
6919	Cap Screw, 5/16 X 1		$	0.080
6920	Cap Screw, 5/16 X 1-1/4		$	0.100
6921	Cap Screw, 5/16 X 1-1/2		$	0.110
6922	Cap Screw, 5/16 X 1-3/4		$	0.130
6923	Cap Screw, 5/16 X 2		$	0.150
6924	Cap Screw, 5/16 X 2-1/2		$	0.170
6925	Cap Screw, 5/16 X 3		$	0.210
6926	Cap Screw, 5/16 X 3-1/2		$	0.260
6927	Cap Screw, 5/16 X 4		$	0.290
6928	Cap Screw, 5/16 X 5		$	0.510
6929	Cap Screw, 3/8 X 1/2		$	0.095
6930	Cap Screw, 3/8 X 3/4		$	0.095
6931	Cap Screw, 3/8 X 1		$	0.110
6932	Cap Screw, 3/8 X 1-1/4		$	0.130
6933	Cap Screw, 3/8 X 1-1/2		$	0.140
6934	Cap Screw, 3/8 X 1-3/4		$	0.180
6935	Cap Screw, 3/8 X 2		$	0.190
6936	Cap Screw, 3/8 X 2-1/2		$	0.240
6937	Cap Screw, 3/8 X 3		$	0.280
6938	Cap Screw, 3/8 X 3-1/2		$	0.340
6939	Cap Screw, 3/8 X 4		$	0.380
6940	Cap Screw, 3/8 X 5		$	0.630
6941	Cap Screw, 3/8 X 6		$	0.690
6942	Cap Screw, 7/16 X 3/4		$	0.150
6943	Cap Screw, 7/16 X 1		$	0.160
6944	Cap Screw, 7/16 X 1-1/4		$	0.180
6945	Cap Screw, 7/16 X 1-1/2		$	0.210
6946	Cap Screw, 7/16 X 1-3/4		$	0.250
6947	Cap Screw, 7/16 X 2		$	0.270
6948	Cap Screw, 7/16 X 2-1/4		$	0.300
6949	Cap Screw, 7/16 X 2-1/2		$	0.350
6950	Cap Screw, 7/16 X 3		$	0.410
6951	Cap Screw, 7/16 X 3-1/2		$	0.470
6952	Cap Screw, 7/16 X 4		$	0.530
6953	Cap Screw, 7/16 X 5		$	0.840
6954	Cap Screw, 7/16 X 6		$	0.970
6955	Cap Screw, 1/2 X 3/4		$	0.240

G: Grade 8 Cap Screws, USS Thread, Plated, Hex Head Bolts, Standard Height(cont'd)				
6956	Cap Screw, 1/2 X 1		$	0.250
6957	Cap Screw, 1/2 X 1-1/2		$	0.300
6958	Cap Screw, 1/2 X 1-3/4		$	0.330
6959	Cap Screw, 1/2 X 2		$	0.360
6960	Cap Screw, 1/2 X 2-1/2		$	0.450
6961	Cap Screw, 1/2 X 2-3/4		$	0.490
6962	Cap Screw, 1/2 X 3		$	0.520
6963	Cap Screw, 1/2 X 3-1/2		$	0.610
6964	Cap Screw, 1/2 X 4		$	0.680
6965	Cap Screw, 1/2 X 4-1/2		$	0.910
6966	Cap Screw, 1/2 X 5		$	0.980
6967	Cap Screw, 1/2 X 6		$	1.310
6968	Cap Screw, 9/16 X 1		$	0.350
6969	Cap Screw, 9/16 X 1-1/2		$	0.380
6970	Cap Screw, 9/16 X 2		$	0.460
6971	Cap Screw, 9/16 X 2-1/2		$	0.570
6972	Cap Screw, 9/16 X 3		$	0.710
6973	Cap Screw, 9/16 X 3-1/4		$	0.750
6974	Cap Screw, 9/16X3-1/2		$	0.750
6975	Cap Screw, 9/16 X 4		$	0.840
6976	Cap Screw, 9/16 X 4-1/2		$	1.140
6977	Cap Screw, 9/16 X 5		$	1.230
6978	Cap Screw, 5/8 X 1		$	0.470
6979	Cap Screw, 5/8 X 1-1/2		$	0.480
6980	Cap Screw, 5/8 X 2		$	0.580
6981	Cap Screw, 5/8 X 2-1/2		$	0.680
6982	Cap Screw, 5/8 X 3		$	0.830
6983	Cap Screw, 5/8 X 3-1/2		$	0.950
6984	Cap Screw, 5/8 X 4		$	1.070
6985	Cap Screw, 5/8 X 4-1/2		$	1.410
6986	Cap Screw, 5/8 X 5		$	1.450
6987	Cap Screw, 5/8 X 5-1/2		$	1.680
6988	Cap Screw, 5/8 X 6		$	1.720
6989	Cap Screw, 3/4 X 1-1/2		$	0.910
6990	Cap Screw, 3/4 X 2		$	0.970
6991	Cap Screw, 3/4 X 3		$	1.290
6992	Cap Screw, 3/4 X 3-1/2		$	1.520
6993	Cap Screw, 3/4 X 4		$	1.680
6994	Cap Screw, 3/4 X 4-1/2		$	1.830
6995	Cap Screw, 3/4 X 5		$	1.980
6996	Cap Screw, 3/4 X 5-1/2		$	2.310
6997	Cap Screw, 3/4 X 6		$	2.320
6998	Cap Screw, 3/4 X 7		$	3.520

H: Grade 8 Hex Nut, USS Thread, Plated, Standard Height				
6999	Hex Nut, 1/4		$	0.030
7000	Hex Nut, 5/16		$	0.035
7001	Hex Nut, 3/8		$	0.045
7002	Hex Nut, 7/16		$	0.080
7003	Hex Nut, 1/2		$	0.110
7004	Hex Nut, 9/16		$	0.170
7005	Hex Nut, 5/8		$	0.220
7006	Hex Nut, 3/4		$	0.360
I: External Lock Washers				
7007	Lock Washer, 6		$	0.015
7008	Lock Washer, 8		$	0.015
7009	Lock Washer, 10		$	0.015
7010	Lock Washer, 12		$	0.026
J: Internal Lock Washers				
7011	Lock Washer, 6		$	0.015
7012	Lock Washer, 8		$	0.015
7013	Lock Washer, 10		$	0.015
7014	Lock Washer, 12		$	0.020
K: Flat Washers, SAE				
7015	Flat Washer,6		$	0.019
7016	Flat Washer,8		$	0.019
7017	Flat Washer,10		$	0.019
7018	Flat Washer,12		$	0.019
L: Lock Washers, Regular				
7019	Lock Washer,6		$	0.017
7020	Lock Washer,8		$	0.017
7021	Lock Washer,12		$	0.017
M: Machine Screw Nuts				
7022	Machine Screw Nut,6-32		$	0.015
7023	Machine Screw Nut,8-32		$	0.015
7024	Machine Screw Nut,10-32		$	0.015
7025	Machine Screw Nut,10-24		$	0.015
7026	Machine Screw Nut,12-24		$	0.015
N: Machine Screws Pan Head Slotted				
7027	Slotted Pan 6-32X1/4		$	0.015
7028	Slotted Pan 6-32X3/8		$	0.015
7029	Slotted Pan 6-32X1/2		$	0.015
7030	Slotted Pan 6-32X5/8		$	0.016
7031	Slotted Pan 6-32X3/4		$	0.017
7032	Slotted Pan 6-32X7/8		$	0.020
7033	Slotted Pan 6-32X1		$	0.020
7034	Slotted Pan 6-32X1-1/4		$	0.021
7035	Slotted Pan 6-32X1-1/2		$	0.022

N: Machine Screws Pan Head Slotted (cont'd)				
7036	Slotted Pan 8-32X3/8		$	0.017
7037	Slotted Pan 8-32X3/8		$	0.017
7038	Slotted Pan 8-32X1/2		$	0.018
7039	Slotted Pan 8-32X5/8		$	0.019
7040	Slotted Pan 8-32X3/4		$	0.020
7041	Slotted Pan 8-32X1		$	0.024
7042	Slotted Pan 8-32X1-1/4		$	0.026
7043	Slotted Pan 8-32X1-1/2		$	0.030
7044	Slotted Pan 10-32X3/8		$	0.020
7045	Slotted Pan 10-32X1/2		$	0.021
7046	Slotted Pan 10-32X5/8		$	0.022
7047	Slotted Pan 10-32X3/4		$	0.023
7048	Slotted Pan 10-32X1		$	0.024
7049	Slotted Pan 10-32X1-1/4		$	0.027
7050	Slotted Pan 10-32X1-1/2		$	0.032
7051	Slotted Pan 10-24X1/2		$	0.021
7052	Slotted Pan 10-24X5/8		$	0.022
7053	Slotted Pan 10-24X3/4		$	0.023
7054	Slotted Pan 10-24X1		$	0.024
7055	Slotted Pan 10-24X1-1/4		$	0.027
7056	Slotted Pan 10-24X1-1/2		$	0.032
7057	Slotted Pan 12-24X1/2		$	0.040
7058	Slotted Pan 12-24X3/4		$	0.058
7059	Slotted Pan 12-24X1		$	0.065
7060	Slotted Pan 12-24X1-1/4		$	0.110
7061	Slotted Pan 12-24X1-1/2		$	0.130
7062	Slotted Pan 12-24X2		$	0.150
O: Nylon Insert Lock Nuts, USS				
7063	Locknut,6-32		$	0.025
7064	Locknut,8-32		$	0.025
7065	Locknut,12-24		$	0.120
7066	Locknut,10-24		$	0.026
P: Machine Screws Pan Head Phillip				
7067	Phillip Pan 6-32X1/4		$	0.018
7068	Phillip Pan 6-32X3/8		$	0.015
7069	Phillip Pan 6-32X1/2		$	0.016
7070	Phillip Pan 6-32X5/8		$	0.018
7071	Phillip Pan 6-32X3/4		$	0.018
7072	Phillip Pan 6-32X7/8		$	0.020
7073	Phillip Pan 6-32X1		$	0.020
7074	Phillip Pan 6-32X1-1/4		$	0.028
7075	Phillip Pan 6-32X1-1/2		$	0.037
7076	Phillip Pan 8-32X1/4		$	0.016

P: Machine Screws Pan Head Phillip (cont'd)				
7077	Phillip Pan 8-32X3/8		$	0.017
7078	Phillip Pan 8-32X1/2		$	0.018
7079	Phillip Pan 8-32X5/8		$	0.019
7080	Phillip Pan 8-32X3/4		$	0.020
7081	Phillip Pan 8-32X1		$	0.020
7082	Phillip Pan 8-32X1-1/4		$	0.025
7083	Phillip Pan 8-32X1-1/2		$	0.047
7084	Phillip Pan 10-32X1/4		$	0.020
7085	Phillip Pan 10-32X3/8		$	0.020
7086	Phillip Pan 10-32X1/2		$	0.020
7087	Phillip Pan 10-32X5/8		$	0.022
7088	Phillip Pan 10-32X3/4		$	0.022
7089	Phillip Pan 10-32X7/8		$	0.027
7090	Phillip Pan 10-32X1		$	0.027
7091	Phillip Pan 10-32X1-1/4		$	0.032
7092	Phillip Pan 10-32X1-1/2		$	0.038
7093	Phillip Pan 10-32X2		$	0.059
7094	Phillip Pan 10-24X1/4		$	0.018
7095	Phillip Pan 10-24X3/8		$	0.019
7096	Phillip Pan 10-24X1/2		$	0.020
7097	Phillip Pan 10-24X5/8		$	0.020
7098	Phillip Pan 10-24X3/4		$	0.022
7099	Phillip Pan 10-24X7/8		$	0.027
7100	Phillip Pan 10-24X1		$	0.027
7101	Phillip Pan 10-24X1-1/4		$	0.032
7102	Phillip Pan 10-24X1-1/2		$	0.038
7103	Phillip Pan 10-24X2		$	0.090
Q: Tek Screws Hex Head Self-Drilling Self-Tapping Plated				
7104	Tek Screw, 8X 1/2		$	0.014
7105	Tek Screw, 8X 5/8		$	0.015
7106	Tek Screw, 8X 3/4		$	0.016
7107	Tek Screw, 8X 1		$	0.017
7108	Tek Screw, 8X 1-1/4		$	0.020
7109	Tek Screw, 10X 1/2		$	0.016
7110	Tek Screw, 10X 5/8		$	0.017
7111	Tek Screw, 10X 3/4		$	0.020
7112	Tek Screw, 10X 1		$	0.026
7113	Tek Screw, 10X 1-1/4		$	0.027
7114	Tek Screw, 10X 1-1/2		$	0.032
7115	Tek Screw, 10X 2		$	0.038
7116	Tek Screw, 12X 3/4		$	0.029
7117	Tek Screw, 12X 1		$	0.033
7118	Tek Screw, 12X 1-1/4		$	0.034

Q: Tek Screws Hex Head Self-Drilling Self-Tapping Plated (cont'd)				
7119	Tek Screw, 12X 1-1/2		$	0.040
7120	Tek Screw, 12X 2		$	0.054
7121	Tek Screw, 12X 2-1/2		$	0.059
7122	Tek Screw, 14X 3/4		$	0.038
7123	Tek Screw, 14X 1		$	0.047
7124	Tek Screw, 14X 1-1/4		$	0.048
7125	Tek Screw, 14X 1-1/2		$	0.065
7126	Tek Screw, 14X 2		$	0.074
7127	Tek Screw, 14X 2-1/2		$	0.058
7128	Tek Screw, 14X 3		$	0.100
R: Metric Alloy Flat Washers 10.9 Plated				
7129	Metric Flat Washer,6MM		$	0.080
7130	Metric Flat Washer,8MM		$	0.150
7131	Metric Flat Washer,10MM		$	0.240
7132	Metric Flat Washer,12MM		$	0.350
7133	Metric Flat Washer,16MM		$	0.470
7134	Metric Flat Washer,20MM		$	1.170
7135	Metric Flat Washer,24MM		$	2.570
S: Metric Alloy Lock Washers 10.9 Plated				
7136	Metric Lock Washer,6MM		$	0.030
7137	Metric Lock Washer,8MM		$	0.030
7138	Metric Lock Washer,10MM		$	0.030
7139	Metric Lock Washer,12MM		$	0.045
7140	Metric Lock Washer,16MM		$	0.090
7141	Metric Lock Washer,20MM		$	0.170
T: Metric Alloy Nuts 10.9 Course Plated				
7142	Metric Nut, 6MM		$	0.030
7143	Metric Nut, 8MM		$	0.045
7144	Metric Nut,10MM		$	0.078
7145	Metric Nut,12MM		$	0.120
7146	Metric Nut,16MM		$	0.240
7147	Metric Nut,20MM		$	0.430
7148	Metric Nut,24MM		$	0.970
U: Metric Cap Screws 10.9 Course Plated				
7149	Cap Screw, 6 X 16		$	0.033
7150	Cap Screw, 6 X 20		$	0.080
7151	Cap Screw, 6 X 25		$	0.067
7152	Cap Screw, 6 X 30		$	0.098
7153	Cap Screw, 6 X 35		$	0.120
7154	Cap Screw, 6 X 40		$	0.130
7155	Cap Screw, 6 X 45		$	0.090
7156	Cap Screw, 6 X 50		$	0.110
7157	Cap Screw, 6 X 60		$	0.130

U: Metric Cap Screws 10.9 Course Plated (cont'd)				
7158	Cap Screw, 8 X 16		$	0.100
7159	Cap Screw, 8 X 20		$	0.100
7160	Cap Screw, 8 X 25		$	0.105
7161	Cap Screw, 8 X 30		$	0.110
7162	Cap Screw, 8 X 35		$	0.140
7163	Cap Screw, 8 X 40		$	0.200
7164	Cap Screw, 8 X 45		$	0.180
7165	Cap Screw, 8 X 50		$	0.195
7166	Cap Screw, 8 X 60		$	0.240
7167	Cap Screw, 8 X 70		$	0.240
7168	Cap Screw, 10 X 16		$	0.220
7169	Cap Screw, 10 X 20		$	0.160
7170	Cap Screw, 10 X 25		$	0.210
7171	Cap Screw, 10 X 30		$	0.210
7172	Cap Screw, 10 X 35		$	0.240
7173	Cap Screw, 10 X 40		$	0.250
7174	Cap Screw, 10 X 45		$	0.325
7175	Cap Screw, 10 X 50		$	0.300
7176	Cap Screw, 10 X 55		$	0.330
7177	Cap Screw, 10X 60		$	0.360
7178	Cap Screw, 10 X 70		$	0.390
7179	Cap Screw, 10 X 80		$	0.490
7180	Cap Screw, 10 X 100		$	0.580
7181	Cap Screw, 12 X 20		$	0.260
7182	Cap Screw, 12 X 25		$	0.270
7183	Cap Screw, 12 X 30		$	0.320
7184	Cap Screw, 12 X 35		$	0.330
7185	Cap Screw, 12 X 40		$	0.360
7186	Cap Screw, 12 X 45		$	0.400
7187	Cap Screw, 12 X 50		$	0.530
7188	Cap Screw, 12 X 55		$	0.480
7189	Cap Screw, 12 X 60		$	0.510
7190	Cap Screw, 12 X 70		$	0.570
7191	Cap Screw, 12 X 80		$	0.690
7192	Cap Screw, 12 X 100		$	0.850
7193	Cap Screw, 12 X 120		$	1.000
7194	Cap Screw, 16 X 30		$	0.660
7195	Cap Screw, 16 X 40		$	0.740
7196	Cap Screw, 16 X 50		$	0.820
7197	Cap Screw, 16 X 60		$	1.150
7198	Cap Screw, 16 X 70		$	1.020
7199	Cap Screw, 16 X 80		$	1.160
7200	Cap Screw, 16 X 100		$	1.420

U: Metric Cap Screws 10.9 Course Plated (cont'd)				
7201	Cap Screw, 16 X 120		$	1.700
7202	Cap Screw, 20 X 40		$	1.290
7203	Cap Screw, 20 X 50		$	2.560
7204	Cap Screw, 20 X 60		$	1.500
7205	Cap Screw, 20 X 70		$	2.760
7206	Cap Screw, 20 X 80		$	3.210
7207	Cap Screw, 20 X 100		$	1.950
7208	Cap Screw, 20 X 120		$	4.000
V: Carriage Bolts, ASTM A307, Grade A, Plated				
7209	Carriage Bolt, 1/4 X 2		$	0.040
7210	Carriage Bolt, 1/4 X ¾		$	0.040
7211	Carriage Bolt, 1/4 X 1		$	0.040
7212	Carriage Bolt, 1/4 X 1-1/2		$	0.060
7213	Carriage Bolt, 1/4 X 2		$	0.070
7214	Carriage Bolt, 1/4 X 2-1/2		$	0.080
7215	Carriage Bolt, 1/4 X 3		$	0.100
7216	Carriage Bolt, 1/4 X 3-1/2		$	0.110
7217	Carriage Bolt, 1/4 X 4		$	0.130
7218	Carriage Bolt, 1/4 X 4-1/2		$	0.140
7219	Carriage Bolt, 1/4 X 5		$	0.150
7220	Carriage Bolt, 1/4 X 6		$	0.190
7221	Carriage Bolt, 5/16 X 2		$	0.060
7222	Carriage Bolt, 5/16 X 3/4		$	0.060
7223	Carriage Bolt, 5/16 X 1		$	0.070
7224	Carriage Bolt, 5/16X1-1/2		$	0.090
7225	Carriage Bolt, 5/16 X 2		$	0.110
7226	Carriage Bolt, 5/16X2-1/2		$	0.130
7227	Carriage Bolt, 5/16 X 3		$	0.160
7228	Carriage Bolt, 5/16X3-1/2		$	0.190
7229	Carriage Bolt, 5/16 X 4		$	0.210
7230	Carriage Bolt, 5/16X4-1/2		$	0.230
7231	Carriage Bolt, 5/16 X 5		$	0.250
7232	Carriage Bolt, 5/16 X 6		$	0.290
7233	Carriage Bolt, 3/8 X 3/4		$	0.100
7234	Carriage Bolt, 3/8 X 1		$	0.110
7235	Carriage Bolt, 3/8 X 1-1/2		$	0.130
7236	Carriage Bolt, 3/8 X 2		$	0.160
7237	Carriage Bolt, 3/8 X 2-1/2		$	0.200
7238	Carriage Bolt, 3/8 X 3		$	0.230
7239	Carriage Bolt, 3/8 X 3-1/2		$	0.260
7240	Carriage Bolt, 3/8 X 4		$	0.290
7241	Carriage Bolt, 3/8 X 4-1/2		$	0.320
7242	Carriage Bolt, 3/8 X 5		$	0.350

V: Carriage Bolts, ASTM A307, Grade A, Plated				
7243	Carriage Bolt, 3/8 X 6		$	0.420
7244	Carriage Bolt, 7/16 X 3/4		$	0.190
7245	Carriage Bolt, 7/16 X 1		$	0.190
7246	Carriage Bolt, 7/16X1-1/2		$	0.230
7247	Carriage Bolt, 7/16 X 2		$	0.270
7248	Carriage Bolt, 7/16X2-1/2		$	0.320
7249	Carriage Bolt, 7/16 X 3		$	0.360
7250	Carriage Bolt, 7/16X3-1/2		$	0.430
7251	Carriage Bolt, 7/16 X 4		$	0.460
7252	Carriage Bolt, 7/16X4-1/2		$	0.530
7253	Carriage Bolt, 7/16 X 5		$	0.570
7254	Carriage Bolt, 7/16 X 6		$	0.660
7255	Carriage Bolt, 2 X 3/4		$	0.220
7256	Carriage Bolt, 2 X 1		$	0.220
7257	Carriage Bolt, 2 X 1-1/2		$	0.270
7258	Carriage Bolt, 2 X 2		$	0.320
7259	Carriage Bolt, 2 X 2-1/2		$	0.370
7260	Carriage Bolt, 2 X 3		$	0.420
7261	Carriage Bolt, 2 X 3-1/2		$	0.480
7262	Carriage Bolt, 2 X 4		$	0.530
7263	Carriage Bolt, 2 X 4-1/2		$	0.590
7264	Carriage Bolt, 2 X 5		$	0.640
7265	Carriage Bolt, 2 X 6		$	0.760
Vendor: Grayson Industries				
Lawson #	**Description**	**Unit**		**Price**
Section II: Terminals (self-extinguishing nylon insulated copper), Cable Ties, Made in USA				
A: Ring Terminals				
7266	Ring Term, 22-18 4-6		$	0.1080
7267	Ring Term, 22-18 6-8		$	0.1080
7268	Ring Term, 22-18 8-10		$	0.1080
7269	Ring Term, 22-18 12-1/4		$	0.1360
7270	Ring Term, 22-18 1/4-5/16		$	0.1362
7271	Ring Term, 22-18 5/16-3/8		$	0.1500
7272	Ring Term, 16-14 4-6		$	0.1080
7273	Ring Term, 16-14STUD #6		$	0.1080
7274	Ring Term, 16-14 8-10		$	0.1242
7275	Ring Term, 16-14 12/1/4		$	0.1340
7276	Ring Term, 16-14 1/4-5/16		$	0.1342
7277	Ring Term, 16-14 5/16-3/8		$	0.1520
7278	Ring Term, 12-10 4-6		$	0.1362
7279	Ring Term, 12-10 6-8		$	0.1364
7280	Ring Term, 12-10 8-10		$	0.1365

A: Ring Terminals (cont'd)				
7281	Ring Term, 12-10 12-1/4		$	0.1440
7282	Ring Term, 12-10 1/4-5/16		$	0.1442
7283	Ring Term, 12-10 1/4-5/16 LG		$	0.3600
7284	Ring Term, 12-10 5/16-3/8		$	0.1565
7285	Ring Term, 12-10 3/8-7/16		$	0.1950
7286	Ring Term, 12-10 7/16-1/2		$	0.1952
B: Block Spade Terminals				
7287	Block Spade Term, 22-18		$	0.1080
7288	Block Spade Term, 16-14		$	0.1080
7289	Block Spade Term, 12-10		$	0.1360
C: Quick Slide Terminals .250 Tab Fully Insulated				
7290	Male Quick Slide, 22-18		$	0.0995
7291	Male Quick Slide, 16-14		$	0.0995
7292	Male Quick Slide, 12-10		$	0.1050
7293	Female Quick Slide, 22-18		$	0.0965
7294	Female Quick Slide, 16-14		$	0.0965
7295	Female Quick Slide, 12-10		$	0.0965
D: Butt Connectors				
7296	Butt Connectors, 22-18		$	0.2510
7297	Butt Connectors, 16-14		$	0.3250
7298	Butt Connectors, 12-10		$	0.3795
7299	Butt Connectors, #6		$	0.4860
E: Wire Primary Plastic 100 Ft Rolls 1 Conductor				
7300	18 GA Red		$	6.7500
7301	18 GA Green		$	6.7500
7302	18 GA Yellow		$	6.7500
7303	18 GA Brown		$	6.7500
7304	18 GA Orange		$	6.7500
7305	18 GA Blue		$	6.7500
7306	18 GA White		$	6.7500
7307	18 GA Black		$	6.7500
7308	16 GA Red		$	8.5000
7309	16 GA Green		$	8.5000
7310	16 GA Yellow		$	8.5000
7311	16 GA Brown		$	8.5000
7312	16 GA Orange		$	8.5000
7313	16 GA Blue		$	8.5000
7314	16 GA White		$	8.5000
7315	16 GA Black		$	8.5000
7316	14 GA Red		$	13.2500
7317	14 GA Green		$	13.2500
7318	14 GA Yellow		$	13.2500
7319	14 GA Brown		$	13.2500

E: Wire Primary Plastic 100 Ft Rolls 1 Conductor (cont'd)				
7320	14 GA Orange		$	13.2500
7321	14 GA Blue		$	13.2500
7322	14 GA White		$	13.2500
7323	14 GA Black		$	13.2500
7324	12 GA Red		$	17.8000
7325	12 GA Green		$	17.8000
7326	12 GA Yellow		$	17.8000
7327	12 GA Brown		$	17.8000
7328	12 GA Orange		$	17.8000
7329	12 GA Blue		$	17.8000
7330	12 GA White		$	17.8000
7331	12 GA Black		$	17.8000
7332	10 GA Red		$	28.0000
7333	10 GA Green		$	28.0000
7334	10 GA Yellow		$	28.0000
7335	10 GA Brown		$	28.0000
7336	10 GA Orange		$	28.0000
7337	10 GA Blue		$	28.0000
7338	10 GA White		$	28.0000
7339	10 GA Black		$	28.0000
F: Cable Ties Nylon Black				
7340	Cable Ties 4" 18 LB		$	0.0260
7341	Cable Ties 8" 18 LB		$	0.0600
7342	Cable Ties 7" 50 LB		$	0.0750
7343	Cable Ties 9" 50 LB		$	0.0700
7344	Cable Ties 11" 50 LB		$	0.0925
7345	Cable Ties 14" 50 LB		$	0.1100
7346	Cable Ties 14" 120 LB		$	0.1978

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

25

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

Date Submitted:	**02/26/2009**	**Submitted By:**	**Mary Reveles**
		Department:	**R&B**
Court Agenda Date:	**03/03/2009**	**Phone Number:**	**341-4554**

SUMMARY OF ITEM:

Road & Bridge:

Take all appropriate action on easement between Fort Bend County (Grantor) and CenterPoint Energy Houston Electric, LLC (Grantee) to provide power to the proposed Bulk Fuel Facility under construction at the Fort Bend Count Fairgrounds.

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

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

3-4-09 1 orig. recorded in property records at Co. Clerk and ret. to Mary R. at Co. Attorney
2 origs. ret. to Scott W. at Road & Bridge

Job 48457187-1
Map 4347C
S/C Fort Bend

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT

STATE OF TEXAS }
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND}

THAT, Fort Bend County, Texas, a body corporate and politic and a political subdivision of the State of Texas, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR ($1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, an easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution and communication facilities (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, located within the following described lands owned by Grantor, to wit:

> That certain 4.791 acre tract of land situated in the S.A. Stone Survey, Abstract No. 392, Fort Bend County, Texas, being the same property described as Tract C in a deed from Rosenberg Texas Assembly Hall of Jehovah's Witnesses, Inc. to Fort Bend County, Texas, dated May 21, 1995

and filed for record under County Clerk's File No. 9530027 in the Official Public Records of said County and State;

AND

The residue of that certain 66.9852 acre tract of land situated in said survey and abstract, Fort Bend County, Texas, being the same property described in a deed from NBC Bank – Houston, National Association to Fort Bend County, Texas, dated August 31, 1989 and filed for record in Volume 2154, Page 2217 of the Official Records of said County and State;

AND

The residue of that certain 159.309 acre tract of land situated in the S.A. Stone Survey, Abstract No. 392, Fort Bend County, Texas, being the same property described as Tract A in a deed from Raymond Wleczyk, etal. to County of Fort Bend, dated September 18, 1998 and filed for record under County Clerk's File No. 9877354 in the Official Public Records of said County and State.

The Easement Area herein granted is described as follows:

1) An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch No. 08-677A, hereto attached and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

2) An easement ten (10) feet wide, the location of which is shown by the crosshatched area on said attached Sketch No. 08-677A, together with an unobstructed aerial easement eleven (11) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located northwesterly of and adjoining said ten (10) foot wide easement.

Sketch No. 08-677 is attached hereto and incorporated herein for continuity and informational purposes.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such Laws and Codes apply to Grantor, its successors or assigns,

Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Area falls within Residential Developments.

Notwithstanding the description of the Easement Area set forth in the exhibits, the parties intend that the Easement Area granted herein shall run to the edge of Grantor's property so that the exteriors of all ground or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without any gaps in the property granted.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and land immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its

Job 48457187-1
Map 4347C
S/C Fort Bend

successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

EXECUTED this 3 day of March, 20 09

Fort Bend County, Texas

BY: _____
Signature

Robert Hebert
Name typed or printed

County Judge
Title

Attest:

Dianne Wilson, County Clerk

J:\JOB FILES\B2008\48457187\48457187-1.DOC
01/06/09 jmc

Job 48457187-1
Map 4347C
S/C Fort Bend

STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on March 3, 2011, by Robert Hebert, Co. Judge of Fort Bend County, Texas, a body corporate and politic and a political subdivision of the State of Texas, on behalf of said political subdivision.

D'neal Krisch
Notary's Signature

D'NEAL KRISCH
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 04-02-2011

D'Neal Krisch
Name typed or printed

4-2-2011
Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

STATE OF TEXAS
REGISTERED
MICHAEL I. ODOM
4899
PROFESSIONAL
LAND SURVEYOR

SHEET 1 of 2

S.A. STONE SURVEY, A-392

2003177580 F.B.C.O.P.R.
Tract 1
Residue of 50.962 Ac.

COTTONWOOD SEC. 1
20040171 F.B.C.P.R.

COTTONWOOD SEC. 2
20050236 F.B.C.P.R.

S/D Line

COTTONWOOD SEC. 1
20040171 F.B.C.P.R.

S/D Line

CENTEX HOMES
2003177580 F.B.C.O.P.R.
Tract 2
Residue of 50.337 Ac.

N

Match Line
08-677A

COTTONWOOD SCHOOL ROAD

LEGEND
• = Call & Fnd. 5/8" I.R.
stamped "1535-4035"
Unless Otherwise Noted.

N 47°19'42" W

2440.32' (2440.34')

COUNTY OF FORT BEND
9877354 F.B.C.O.P.R.
Tract A
Residue of 159.309 Ac.

Bearing Basis:
Texas Coordinate System of
1983, South Central Zone
(TXSC Zone 4204); NAD 83

100 0 100 200 300
SCALE IN FEET

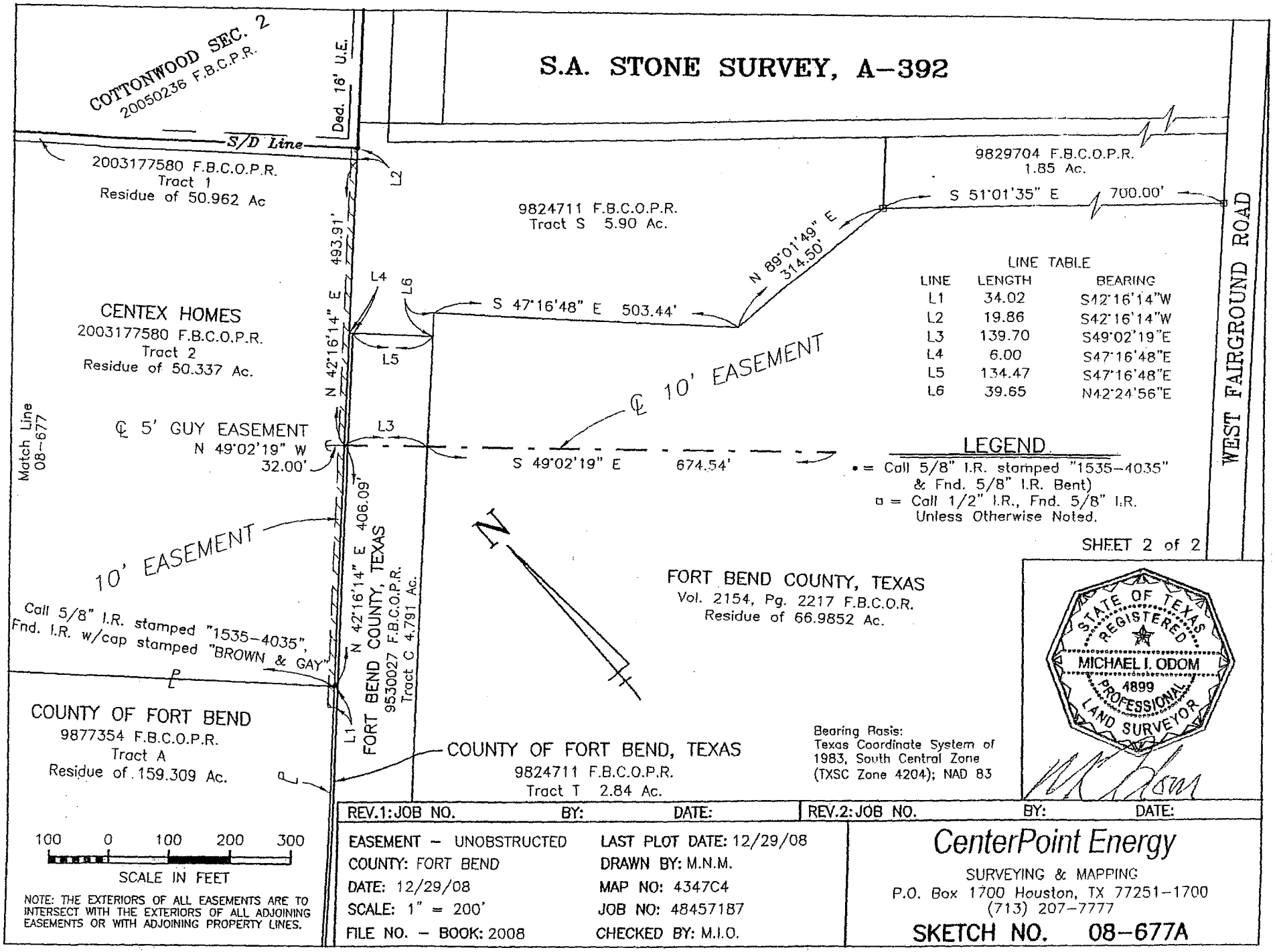
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:

EASEMENT – UNOBSTRUCTED	LAST PLOT DATE: 12/29/08
COUNTY: FORT BEND	DRAWN BY: M.N.M.
DATE: 12/29/08	MAP NO: 4347C4
SCALE: 1" = 200'	JOB NO: 48457187
FILE NO. – BOOK: 2008	CHECKED BY: M.I.O.

CenterPoint Energy
SURVEYING & MAPPING
P.O. Box 1700 Houston, TX 77251-1700
(713) 207-7777

SKETCH NO. 08-677



REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:

EASEMENT – UNOBSTRUCTED	LAST PLOT DATE: 12/29/08
COUNTY: FORT BEND	DRAWN BY: M.N.M.
DATE: 12/29/08	MAP NO: 4347C4
SCALE: 1" = 200'	JOB NO: 48457187
FILE NO. – BOOK: 2008	CHECKED BY: M.I.O.

CenterPoint Energy
SURVEYING & MAPPING
P.O. Box 1700 Houston, TX 77251-1700
(713) 207-7777

SKETCH NO. 08-677A

AGENDA ITEM

26

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: February 23, 2009 **Submitted By: Milton Wright**
Department: Sheriff's Office
Court Agenda Date: March 3, 2009 **Phone Number: (281) 341-4700**

SUMMARY OF ITEM: Requesting reclassification of position 5601-0093 (grade 9/Step 1) Medical Officer I (in public health group) to HR Clerk Grade 6/Step 8 (in Admin/Clerical policy group).

RENEWAL AGREEMENT/APPOINTMENT YES NO XX
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO XX
List Supporting Documents Attached: ***None ; position -0093 will be modified for usage by the HR division at the Sheriff's Office to help with the processing of applicants to staff the new jail tower currently under construction.***

FINANCIAL SUMMARY:

BUDGETED ITEM: YES XX NO

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

DESCRIPTION OF LAWSON ACCOUNT: _____

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☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-8077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AGENDA ITEM

27

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

Date Submitted: February 23, 2009	**Submitted By: J. C. Whitten**
	Department: Special Services
Court Agenda Date: March 3, 2009	**Phone Number: 281-344-3950**

SUMMARY OF ITEM: AUTHORIZE THE SUBMISSION BY RESOLUTION AND TAKE ALL APPROPRIATE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE ANY REQUIRED DOCUMENTS FOR A GRANT APPLICATION FROM THE U. S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE FOR A JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM IN THE AMOUNT OF $250,000 OVER A 30 MONTH PERIOD, WITH A 20% MATCH REQUIREMENT. (Funding: Sheriff & Texana Center)

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): **Sheriff and Texana Center in-kind matching funds**

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: Sheriff; CSCD		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

This Fort Bend County Criminal Justice/Mental Health Initiative has been researched and assembled by a collaborative Team including Sheriff's detention unit, C.S.C.D., and TEXANA Center. The funds would be used in conjunction with planning, hiring a mental health screening/assessment professional of Masters Level, and improving the identification and care of individuals that are incarcerated. The program will directly identify mental health conditions assisting the Psychiatrist and nursing personnel in timely treatment and potentially reduce recidivism and assist the Judiciary in their Mental Health dockets. The submission deadline is March 12th, 2009. To be awarded in October, 2009.

3-6-09 orig. ret. to JC Whitten at Sp. Services

FORT BEND COUNTY
County Judge's Office

J.C. Whitten
Special Services Director

MEMORANDUM

Date: February 26, 2009

To: Commissioners Court
Auditor
Budget Officer
County Attorney
County Auditor

From: J. C. Whitten

Re: Agenda Item for Criminal Justice/Mental Health Grant

Attached you will find preliminary information regarding an application for a grant from the U. S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance for a Justice and Mental Health Collaboration Program in the amount of $250,000.00 for a period of 30 months.

The Agenda item and the proposed Resolution are attached with the partial (yet to be completed) narrative that is required with the submission. The final narrative and the budget details are being finalized by the committee and not complete at this time.

If you have any questions, please call me.

Respectfully submitted,

J. C. Whitten

301 Jackson • Richmond, Texas 77469
(281) 344-3950 • (281) 450-3693 (Cell)
Fax (281) 238-3322

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION

WHEREAS, The Fort Bend County Commissioners Court finds it in the best interest of the citizens of Fort Bend County, that the application for the Department of Justice, Office of Justice Programs Bureau of Justice Assistance grant be applied for fiscal years 2010 through 2012, in furtherance of the Fort Bend County Criminal Justice/Mental Health Collaboration Program, and

WHEREAS, The Fort Bend County Commissioners Court has agreed to provide applicable matching funds for the said project, as required by the BJA-2009-2039 grant application, and

WHEREAS, The Fort Bend County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Fort Bend County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full, and

WHEREAS, The Fort Bend County Commissioners Court has authorized the County Judge, Robert Hebert to apply for the grant, and has further authorized the County Judge to accept, reject, alter, or terminate the grant on behalf of the grant applicant.

NOW THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court approves submission of the Grant application for the **FORT BEND COUNTY CRIMINAL JUSTICE/MENTAL HEALTH COLLABORATION PROGRAM** to the Department of Justice, Office of Justice Programs Bureau of Justice Assistance not to exceed $250,000.00 with a 20% local match required.

PASSED, APPROVED AND RESOLVED ON THIS 3 DAY OF March, 2009.

Robert Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

Fort Bend Criminal Justice / Mental Health Initiative

ABSTRACT:

Fort Bend County Texas, located Southwest of Harris County (Houston), has a population of 509,802 (U.S. Census Bureau, 2007), and has grown by 44% from 2000 to 2007. During this same period of time the Texas population increased by 14.6%. Fort Bend County's population is approximately 40% White, 23% Hispanic, 21% Black and 15% Asian. The population is projected to increase to 761,473 by 2020 creating tremendous pressures on county services, especially those dealing with the Criminal Justice services. TEXANA Center is the local mental health authority and provider for Fort Bend County and five rural counties (Austin, Colorado, Matagorda, Waller and Wharton counties). The County has a 763 bed Jail and is scheduled to open a new addition adding 1,008 beds in June 2009. Within the new facility, a 40 bed dedicated pod for housing the mental health population has been added.

Fort Bend County is applying for Category II, Planning and Implementation grant. The funds will be used to further our development of a local mechanism to coordinate the implementation of criminal justice/ mental health initiative and to develop a County Blueprint for the implementation of the initiative. The funds will also be used to develop and streamline the post-booking (pre-trial)) screening and assessment of incarcerated individuals to identify individuals with mental illness and co-occurring disorders during the early stages of the adjudication process. We believe that early identification will enable Criminal Justice/Mental Health professionals to address treatment during incarceration, coordinate needed services following incarceration and ultimately reduce recidivism. Our proposal will also address the coordination of substance abuse and mental health services as well s the development of specialized services for female offenders.

NARRATIVE:

1. Statement of the Problem

Fort Bend County is located southwest of Harris County (Houston), and has a [population of 509,802 (U.S. Census Bureau, 2007) and grew by 44% from 2000 to 2007. Fort Bend population is approximately 40% white, 23% Hispanic, 15% Asian, and 21% Black. According to the county plan, the population in the county is projected to increase to 761,473 by 2020 creating tremendous pressures on county services. (Fort Bend County, Community Plan 2007-2008, December 2007).

The Fort Bend Community Supervision and Corrections Department (CSCD) supervise 4,734 offenders with 2,051 offenders placed on supervision in 2007. As of August, 2008, 1,647 felons and 1,633 misdemeanor offenders were under the direct supervision of 52 Community Supervision officers. An additional 442 offenders were on Pre-Trial supervision.

Fort Bend County Judicial functions operate under six District Court Judges, 4 County Courts-at-Law Judges, and 5 Justice of the Peace Judges. In FY 2007, Fort Bend had 207 felony revocations. There were 360 offenders admitted to prison from Fort Bend and 129 offenders admitted to State Jails in FY 2007. As of August 31, 2007, 955 offenders from Fort Bend were incarcerated in Texas prisons and 55 offenders were in State Jails. During FY 2007, 291 offenders convicted in Fort Bend were released from prison and 123 from State Jails. The Fort Bend local jail has a capacity of 763 beds and an average daily population of 876, and about 250 inmates housed on contract outside the county jail. A jail expansion of 1,008 direct supervision

beds is expected to be completed by June 2009 and will include a pod dedicated for housing the mental health population.

The Ft. Bend County Community Plan highlights the lack of mental health services as one of the pressing needs in the county. The county does not have a traditional public health care delivery system or a transportation system that can assist persons in accessing medical care. The County Health Department does not provide primary health care services. In-patient treatment is unavailable in the county and the county has to rely on state facilities outside the county to provide these services. The primary mental health services provider to indigent residents is the Texana Center and this center treated roughly 3% of the estimated 56,000 adults with mental illness in the county. Persons seeking outpatient services face a waiting list of 4 to 6 weeks. County residents also face limited access to substance abuse treatment, with the county not having in-patient treatment and only two funded outpatient, brief-stay treatment providers to address a growing population (Ft. Bend County, Community Plan 2007-2008, December 2007). Therefore, as in other parts of the state and nation, many untreated mentally ill persons, who also tend to have substance abuse problems, end up committing misdemeanors and felonies and the county jail and probation systems become the main provider of services for this population.

Approximately 225 felons and 500 misdemeanants are identified at booking yearly as having a mentally illness, representing 7% of the bookings. This number may be an underestimate given that the present screening process is not done with validated screening instruments and may miss a portion of the population. Approximately, 11% of the jail beds in Ft. Bend County at any point in time are occupied by mentally ill persons (about 100 beds of 700 beds) at a significant cost to the county. This financial pressure and the increased awareness

by the county's judicial and probation officials of the problems of this population led the county to start a Mental Health Justice Initiative directed at relieving jail space and intervening more successfully with mentally ill persons involved in the county's criminal justice system.

Figure 1. Goals of Criminal Justice/Mental Health Initiative

IDENTIFY
EARLY IDENTIFICATION OF MENTAL HEALTH OFFENDER'S IN JAIL
INTERVENE
PROVIDE MENTAL HEALTH SERVICES AS NEEDED IMMEDIATELY AFTER ARREST
PROCESS CASES EXPEDIENTLY, INCLUDING RELEASING IN COLLECTIONS WITH CCP 17.32.4
DECREASE JAIL TIME ON APPROPRIATE CASES
TREAT AND SUPERVISE
PROVIDE SUPERVISION OF MENTAL HEALTH CASES VIA THE MENTAL HEALTH COURTS DURING CASE PROCESSING AND DURING PROBATION SUPERVISION
REDUCE RECIDIVISM

2. Project Design and Implementation

Ft. Bend criminal justice and mental health officials met in November 2007 to discuss how to address the mental health needs of persons in the criminal justice system. Representatives from the Ft. Bend Community Supervision and Corrections Department, Ft. Bend Judiciary, Ft. Bend District Attorney's Office, Criminal Defense attorneys, Texana MHMR, Ft. Bend Sheriff's Office, Ft. Bend County Jail, Oak Bend Medical Center, and Ft. Bend Commissioners Court attended the meeting. The goals of the initiative is directed at early identification of mentally ill offenders entering the jail, providing the mental health services that

are immediately needed after arrest in jail, expedite the processing of offenders identified as needing mental health treatment, including their consideration for pretrial release to decrease jail time as appropriate, and provide specialized interventions with a Mental Health Court, specialized probation caseload and treatment to reduce recidivism. The court dockets at this time are designed to serve 60 Misdemeanants a year with another 60 felons in a planned new docket.

The goals of Mental Health Initiative sought the assistance of the Director of Research of the Justice Center to assist in developing a long-range program for Fort Bend County.

1. Program development: For the Justice Center to provide immediate program development technical assistance with its experts in criminal justice program development, evaluations and mental health programs.
2. Implementation Assistance and Evaluation: For the Justice Center to assist in the development and implementation assistance plan and conduct process and outcome evaluations of the program.

The Justice Center and the Ft. Bend CSCD assistance meeting with the Ft. Bend County criminal justice mental health planning team. The cost of the site visit was covered by the Ft. Bend CSCD but the Justice Center provided in-kind contributions equivalent to one-third of the cost of the site visit and subsequent report development.

The site visit was conducted on December 1 and 2, 2008. Facilitators of this meeting Was Dr. Tony Fabelo, Director of Research of the Justice Center, Dr. Erik Roskes, Senior Consultant for the Justice Center on mental health issues and Mike Eisenberg, Research Manager for the Justice Center. Participants included local judicial, treatment and probation Officials. Including District Judge Elliott, County Court at Law Judge Childers, Associate Judge

Ruiz, J. C. Whitten (Director of Special Services for Fort Bend County and a Texana Center Board Member), George Patterson (C.E.O. for Texana Center), Shena Timberlake (Operations Director of Texana Mental Health Services), local consultant Dr. Connie Almeida, Lt. Daniel Quam and Major Jim Leach (representing the Sheriff's Office), Natalie Sarafin (the Assistant District Attorney in-charge of mental health cases), Anthony Mayshack and Director Leighton Iles (CSCD Probation Department), and Dr. Seth Silverman, the part-time jail psychiatrist recently hired to enhance mental health services in the jail. The site visit also included a visit to the jail to review their treatment model.

Preparation for the meeting included conference calls and a completion of a "self-assessment" survey. The survey asked for information covering a general overview of the Ft. Bend MH initiative, target population, screening and assessment procedures, program model, Mental Health Court model, probation, sanctioning model and data and evaluation issues. The last section allowed local stakeholders to identify areas requiring technical assistance.

The self-assessment survey elicited a systematic response that assisted the technical assistance team in the development of the big picture framework that was used to structure the discussions during the site visit.

3. Capabilities and Competencies

Figures 2 and 3 summarize the local collaborations that have led to early implementation accomplishments. The Sherriff and County Commissioners have been supportive of expanding mental health services in the jail. The judiciary, on the other hand, has established mental health courts and two specialized probation caseloads for mentally ill offenders participating in the initiative and Texana MHMR, the treatment provider, started offering additional screening resources in the jail when requested even though they are not required to do this. The above

activities have been supported with county funding for a district attorney dedicated to cases involving mental illness and a community corrections department coordinator dedicated to supporting the initiative. The county has also created a defense counsel selection "wheel" with assigned counsels with expertise in mental health. Other resources have included state funding (Community Justice Assistance Division of the Texas Department of Criminal Justice) for some residential capacity for mentally ill persons on probation, the use of federal block grants to pay for a local planner and the Community Supervision and Corrections Department collaboration with the Justice Center of the Council of State Governments to share the cost of the implementation planning technical assistance site visit.

Figure 2. Sheriff and County Commissioners Collaboration and Judiciary Collaboration related to early Implementation Accomplishments

SHERIFF and COUNTY COMMISSIONERS
February 2008: Fort Bend Sheriff initiates plans to dedicate up to 40 beds for a Mental Health pod in the new Fort Bend Jail Tower
County funds jail psychiatrist for 1.5 days/week to provide treatment to the inmates in the Fort Bend jail requiring psychiatric treatment
County funds additional psychiatric services and medications for mentally ill offenders treated by jail psychiatrist
JUDICIARY
March 2008: Judge Brady Elliott starts felony probation Mental Health Court
December 2008: Judge Bud Childers starts misdemeanor probation Mental Health Court
CSCD dedicated two specialized probation caseloads to supervise mentally ill offenders participating in the initiative
TEXANA CENTER and SUBSTANCE ABUSE PROVIDERS
Texana provides screenings in jail to identify mentally ill offenders when requested
Texana request additional funding from the Texas Correctional Office of Offenders with Medical and Mental Impairments (TCOOMMI) to address a growing need for treatment and case management of mentally ill offenders
Established coordination for delivery of substance abuse treatment services for mentally ill offenders between Mental Health Court and Fort Bend Regional Council

Fort Bend County
Criminal Justice Mental Health Initiative

Budget Narrative

A. Personnel

This grant will cover the following personnel expenses:

Clinical Staff (1.0 FTE): The licensed master clinician will be responsible for the assessment and coordination of treatment services for all offenders with non-violent offenses entering the Fort Bend County jail. This person will triage and coordinate needed treatment services while incarcerated and develop reentry plans upon release. This person will communicate with probation, district attorney's office, defense attorneys , and jail staff.
Special training in gender issues.

This person will be an employ of Texana Center, the local mental health authority, and mental health partner in this initiative. He/ she will be collocated in the jail and work closely with jail medical staff.

Salary 56,000 (annual)
Benefits (20%)

Total cost 67,200

Year 2 -- Grant covers 80 or 100% of this position

Year 3 – grants covers 60% of this position

B. Services

Transition housing services --- ??

Specialized services for female offenders ----?

Family/ Consumer stipends/ focus groups

C. Travel

For budgeting purposes, FB/CJ estimates costs as follows:

National Meeting: Four members form the FB CJ/MH initiative will attend a 4 day national meeting as a requirement of this proposal.
Estimated Cost per person:

Airfare: $650
Ground transportation (transportation to and from airport and airport parking) - $250

Per diem $57.75 per day x 3 days = $173.27

Lodging $ 183.75 x 3 nights = $551.25

Total cost per person 1,624.52 x 4 persons = 6,498.08

Orientation Meeting – A representative form the criminal justice and the mental health authority will attend an orientation meeting

Airfare: $650
Ground transportation (transportation to and from airport and airport parking) - $250

Per diem $57.75 per day x 2 days = $115.50

Lodging $ 183.75 x 2 nights = $367.50

Total cost per person 1,383.00 x 2 persons = 2,766

D. Equipment

No equipment will be purchased with these grant funds.

Computer (in kind)

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 3rd 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 Prestage and seconded by Commissioner Morrison, duly put and carried, it is ordered that the bills be approved in the amount up to $ 4,730,018.84 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 3, 2009

Except as indicated all checks will be released after Commissioners' Court on March 3, 2009

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	2M BUSINESS PRODUCTS, INC	1,403.40	59,808.39	
03/03/2009	A C PLUMBING SUPPLY, INC	51.79	1,177.46	
03/03/2009	A M AUTOMOTIVE	550.00	3,725.00	
03/03/2009	ABLE TIRE CO-HOUSTON	917.50	5,964.27	
03/03/2009	ACCESS DISTRIBUTORS INC	15,832.42	15,832.42	
03/03/2009	ADAMS, DIANA	1,850.00	12,340.00	
03/03/2009	ADAMS, GLENDON BRYAN	1,125.00	8,050.00	
03/03/2009	ADDISON, CANTRECE A	233.31	233.31	
03/03/2009	ADVANCE SAFE AND LOCK	17.47	1,700.91	
03/03/2009	ADVANCE'D TEMPORARIES, INC	22,681.43	412,758.12	
03/03/2009	ADVANT TECH SOLUTION	295.00	28,835.88	
02/27/2009	ALABAMA CHILD SUPPORT	207.86		Note: 2
03/03/2009	AL-ADLI, NAIM	6.55	354.87	
03/03/2009	ALAMO IRON WORKS, INC	491.80	5,410.55	
03/03/2009	ALCOCER, MANUELA	487.50	10,320.00	
03/02/2009	ALINOUDEHI, ROGHIYEH	475.00		Note: 1
03/03/2009	AMC ACCESS CONTROL	675.00	935.45	
02/27/2009	AMERICAN FAMILY LIFE INSUR	14,677.39		Note: 2
03/03/2009	AMERICAN FENCE CORPORATION	88.20	88.20	
02/27/2009	AMERICAN HERITAGE LIFE INS	1,252.75		Note: 2
03/03/2009	AMERICAN MATERIALS	25,401.12	291,907.82	
03/03/2009	AMERICAN MESSAGING SERVICES	18.38	3,565.84	
03/03/2009	AMERICAN STEEL AND SUPPLY, INC	99.00	2,148.96	
03/03/2009	AMERICAN TIRE DISTRIBUTORS INC	8,735.00	30,466.08	
03/03/2009	ANGELINA COUNTY AUDITOR	151,830.00	1,052,545.56	
03/03/2009	ANGELINA DIAGNOSTIC RAD	7.36	7.36	
03/03/2009	AQUA MAKER, LLC	49.95	356.31	
03/03/2009	ARAMARK UNIFORM SERVICES, INC	739.80	2,045.67	
03/03/2009	ARBITRAGE COMPLIANCE	54,975.00	54,975.00	
03/03/2009	ARZU, FRANCES	350.00	14,440.00	
03/03/2009	ASHFORD, ERIC	725.00	17,190.00	
03/03/2009	ASPEN PUBLISHERS, INC	19.72	457.46	
03/03/2009	AT & T	4,928.64	559,447.62	
03/03/2009	AUTO TRUCK APPRAISERS, INC	118.00	2,532.00	
03/03/2009	AXELRAD, A DAVID MD	3,700.00	21,827.70	
03/03/2009	BAGLEY, CHANCE	84.56	408.66	
03/03/2009	BARCLAY, BERNICE	20.00	20.00	
03/03/2009	BARNES, LINDA	64.68	202.53	
03/03/2009	BATCHAN, JOHN W JR	1,400.00	18,290.00	
03/03/2009	BAYOU CITY BOLT AND SUPPLY	57.60	72.04	
03/03/2009	BBC AUDIOBOOKS AMERICA	84.68	6,066.02	
03/03/2009	BECK DISASTER RECOVERY, INC	726,585.00	3,046,239.50	
03/03/2009	BEST WESTERN GARDEN INN	211.20	211.20	
03/03/2009	BILLY'S PLUMBING, INC	1,535.04	1,776.62	
03/03/2009	BMC WEST	1,642.94	6,627.96	
03/03/2009	BOOKER, KEYSHA L	4,050.00	21,474.50	
03/03/2009	BOON-CHAPMAN BENEFIT	597.00	1,214,724.04	
03/03/2009	BOUND TREE MEDICAL LLC	98.40	131,380.93	
03/03/2009	BRAUN, JEFF	10.34	682.93	
03/03/2009	BRENHAM WHOLESALE GROCERY CO	13,510.80	114,214.46	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/27/2009	BRIDGES, JESICA	92.31		Note: 2
03/03/2009	BRODART CO	21,095.86	188,381.77	
03/03/2009	BROOKSIDE EQUIPMENT SALES INC	175.19	443.94	
03/03/2009	BROWN & ASSOC MEDICAL LABS	300.78	4,231.11	
03/03/2009	BWI-SCHULENBURG	328.95	328.95	
03/03/2009	CABRERA, KIMBERLY	51.70	453.11	
03/03/2009	CAMPBELL, BRUCE	62.25	62.25	
03/03/2009	CANTU, SYNTHIA S	192.00	1,056.00	
03/03/2009	CARL EASTWOOD AND SONS	24.72	234.56	
03/03/2009	CARPENTER, SCOTT W.	84.69	239.50	
03/03/2009	CARTER, JEFFREY	450.00	7,114.53	
03/03/2009	CDW GOVERNMENT, INC	1,510.00	15,755.29	
03/03/2009	CEASER, KENDRIC	2,350.00	88,028.00	
03/03/2009	CENTERPOINT ENERGY ENTEX	1,090.60	194,673.55	
03/03/2009	CENTRAL HARDWARE NO 2, LLC	273.20	6,723.71	
03/03/2009	CERTIFIED LABORATORIES	2,888.70	16,135.44	
03/03/2009	CHAMPAGNE, DEBRA	750.00	2,415.00	
03/03/2009	CHAMPION FASTENER AND	275.85	5,271.85	
03/03/2009	CHEN CHRIS X MD	723.12	762.42	
03/03/2009	CHILD ADVOCATES OF FT BEND CO	2,615.47	39,568.22	
03/03/2009	CINGULAR WIRELESS	236.01	70,136.63	
03/03/2009	CITY OF FULSHEAR	348.83	1,688.03	
03/03/2009	CITY OF ROSENBERG	200.00	115,532.46	
03/03/2009	CITY OF SUGAR LAND	281.41	180,545.64	
03/03/2009	CLARK, A REAGAN	1,069.24	1,377.20	
03/03/2009	CLEMENTS CTR FOR SW STUDIES	42.00	42.00	
03/03/2009	CLM EQUIPMENT CO, INC	190,878.00	193,590.07	
03/03/2009	COASTAL BUTANE SERVICE CO	98.00	8,823.00	
02/26/2009	COCKRELL,FLETCHER F	8.00		Note: 1
02/27/2009	COLONIAL LIFE AND ACCIDENT	4,556.49		Note: 2
03/03/2009	COMMERCIAL WATERPUMP REBUILD	89.50	169.50	
02/27/2009	COMMONWEALTH OF MASSACHUSE	407.50		Note: 2
03/03/2009	CONTINENTAL BATTERIES	3,899.70	10,812.68	
03/03/2009	CORPORATE EXPRESS IMAGING	1,140.65	33,884.99	
03/03/2009	COX, LEE D	700.00	15,727.50	
03/03/2009	CROSBYTON CLINIC HOSPTIAL	476.98	476.98	
03/03/2009	CROWLEY, JAMES SIDNEY	525.00	10,025.00	
03/03/2009	D AND S TRUCK PARTS	1,077.77	1,077.77	
03/03/2009	DANA'S PHARMACY	136.22	136.22	
03/03/2009	DAVIS BROTHERS AUTO SUPPLY	206.43	5,805.05	
03/03/2009	DECISION ONE CORPORATION	11,115.12	11,115.12	
03/03/2009	DELL MARKETING L.P.	48,681.91	450,464.86	
03/03/2009	DEMCO, INC	249.73	4,381.14	
03/03/2009	DENTICARE, INC	4,581.30	28,053.92	
03/02/2009	DEPARTMENT OF STATE HEALTH	375.15		Note: 1
03/03/2009	DESAI, RIDDHI	4,025.00	19,600.00	
03/03/2009	DISCOUNT HITCH	400.00	3,174.99	
03/03/2009	DITTERT RUBBER STAMP, LTD	11.37	2,637.27	
02/26/2009	DONLEY, DENNIS W JR.	73.00		Note: 1
03/03/2009	DOOLEY TACKABERRY, INC	87.90	9,719.10	
03/03/2009	DOUBLETREE HOTEL-AUSTIN	306.24	1,006.59	
02/26/2009	DUCKETT, TONY K	8.00		Note: 1
02/27/2009	EDFUND-ACCOUNTS RECEIVEABL	158.96		Note: 2
03/03/2009	EL MANDARI, CLAUDIA	179.85	179.85	
03/03/2009	ELEVATOR TRANSPORTATION	515.00	2,575.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	ELJURE, CATALINA	1,105.00	2,465.00	
03/03/2009	ELLIOTT, BRADY G	2,226.55	2,226.55	
03/03/2009	ELLISON EDUCATIONAL EQUIP INC	455.80	455.80	
03/03/2009	EMBASSY SUITES SAN MARCOS	410.55	410.55	
03/03/2009	ERLING SALES AND SERVICE	1,100.57	28,764.15	
03/03/2009	ESP OFFICE SOLUTIONS, LLC	7,187.00	130,617.78	
03/03/2009	FADEN, CARY M	725.00	56,130.00	
02/27/2009	FAMILY SUPPORT REGISTRY	139.96		Note: 2
02/27/2009	FBC EMPLOYEE BENEFIT FUND	121,088.22		Note: 2
02/27/2009	FBC SECTION 125	19,814.37		Note: 2
03/03/2009	FEDEX	347.31	1,073.13	
03/03/2009	FIESTA MART 47	2,422.48	47,661.95	
03/03/2009	FLEETPRIDE, INC	1,534.00	1,534.00	
03/03/2009	FLOWERS BAKING COMPANY	1,853.47	18,643.12	
03/03/2009	FOODARAMA	874.20	4,540.59	
03/03/2009	FORT BEND BODY SHOP	1,661.84	56,598.22	
03/03/2009	FORT BEND COUNTY	4,942.26	14,944.81	
02/27/2009	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
02/26/2009	FORT BEND COUNTY CLERK	10,000.00		Note: 1
03/02/2009	FORT BEND COUNTY CLERK	674.00		Note: 1
02/27/2009	FORT BEND COUNTY DEPUTY	2,519.20		Note: 2
03/03/2009	FORT BEND COUNTY MUD 30	15.62	1,040.19	
03/03/2009	FORT BEND HERALD	315.30	5,082.44	
03/03/2009	FORT BEND HYDRAULICS INC	45.64	17,501.69	
03/03/2009	FORT BEND REGIONAL COUNCIL ON	16,585.00	183,085.00	
03/03/2009	FORT BEND SENIORS MEALS ON	2,761.99	18,541.90	
03/03/2009	FORT BEND YMCA	14,552.00	14,552.00	
03/03/2009	FRALEY, FRANK J	350.00	15,025.00	
03/03/2009	FRANKS, ROBERT D	750.00	8,022.50	
03/03/2009	G AND K SERVICES	1,011.23	38,411.83	
03/03/2009	G T DISTRIBUTORS, INC	356.66	28,792.82	
03/03/2009	GAYLORD BROS, INC	531.60	5,176.42	
03/03/2009	GHG CORPORATION	6,000.00	28,500.00	
03/03/2009	GILBERT, STEVEN J	800.00	25,192.50	
03/03/2009	GOMEZ, LETICIA	150.00	150.00	
03/03/2009	GRAINGER	631.54	26,621.47	
02/27/2009	GREAT SOUTHERN LIFE INSURA	2,522.08		Note: 2
03/03/2009	GREATER HARRIS COUNTY 9-1-1	807.36	1,655.16	
03/03/2009	GUERRERO, SONYA	862.50	6,632.50	
03/03/2009	GULF COAST PAPER COMPANY	8,030.77	74,341.30	
03/03/2009	GULF COAST STABILIZED MATERIAL	910.59	910.59	
03/03/2009	HALL, KEVIN M	350.00	18,027.50	
03/03/2009	HALL, MINDY	843.52	9,524.80	
02/26/2009	HARRIS COUNTY CONST PCT 1	150.00		Note: 1
02/26/2009	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
02/26/2009	HATTON, GENEVA	5,455.89		Note: 1
03/03/2009	HECKER, DON A	2,150.00	40,322.00	
02/27/2009	HEITKAMP, WILLIAM E	1,832.83		Note: 2
03/03/2009	HELFMAN DODGE INC	119,960.00	119,960.00	
03/03/2009	HELFMAN FORD CO INC	142,418.86	534,353.48	
03/03/2009	HENRY SCHEIN, INC	26.36	9,042.96	
03/03/2009	HERRINGTON, KATIE L.	68.75	68.75	
03/03/2009	HIGH QUALITY CLEANING SERVICES	5,208.00	32,932.65	
03/03/2009	HILTON ANATOLE HOTEL	593.40	593.40	
03/03/2009	HOBART CORPORATION	1,100.08	9,542.98	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	HOLIDAY INN AUSTIN TOWN LAKE	410.55	410.55	
03/03/2009	HOME DEPOT CREDIT SERVICES	1,054.99	33,333.68	
03/03/2009	HOMELAND PREPAREDNESS PROJECT	19,250.00	57,750.00	
03/03/2009	HOUSEHOLD DRIVERS REPORT, INC	18.00	340.00	
03/03/2009	HOUSTON FREIGHTLINER, INC	362.88	9,745.24	
03/03/2009	HOUSTON MEDICAL TESTING	1,414.00	18,568.00	
03/03/2009	HUGHES, DALLAS CRAIG	2,725.00	7,750.00	
03/03/2009	HUMPHREY, SONDRA K	480.64	720.96	
03/03/2009	HURT'S WASTEWATER MGMT, LTD	600.00	600.00	
03/03/2009	IMAGE PROFILES, INC	1,002.00	9,339.17	
03/03/2009	IMPRESSIVE PRINTING	289.00	21,663.10	
03/03/2009	IN OTHER WORDS	300.00	300.00	
03/03/2009	INGRAM LIBRARY SERVICES	2,223.14	56,925.61	
03/03/2009	INSURANCE INFORMATION EXCHANGE	207.70	3,567.25	
02/27/2009	INTERNAL REVENUE SERVICE	953,691.79		Note: 2
03/03/2009	INTERNATIONAL FOREST PRODUCTS	7,151.60	34,820.83	
03/03/2009	J. MITCHEL PVT INVESTIGATIONS	5,116.66	8,580.90	
03/03/2009	JOHNSON, SUZIE	32.61	79.02	
03/03/2009	JONES MCCLURE PUBLISHING	137.00	2,783.00	
03/03/2009	JPMORGAN CHASE BANK NA	53,759.39	157,787.89	
03/03/2009	JURADO'S UPHOLSTERY & TRIM	170.00	450.00	
03/03/2009	KELLY R KALUZA AND ASSOC INC	310,995.00	391,770.00	
03/03/2009	KETCHUM MANUFACTURING CO, INC	151.05	151.05	
03/03/2009	KIMBO EDUCATIONAL	292.75	292.75	
03/03/2009	KONICA MINOLTA BUSINESS	197.00	3,116.14	
03/03/2009	LABATT FOOD SERVICE	3,230.18	136,758.95	
03/03/2009	LASON	1,955.00	1,955.00	
03/03/2009	LAWRENCE MARSHALL FORD MERCURY	1,064.59	26,017.99	
03/03/2009	LEAVEY, DEBBIE	2,833.33	17,359.77	
03/03/2009	LEGAL DIRECTORIES PUBLISHING	79.50	607.50	
03/03/2009	LEVY, ELAN	200.40	200.40	
03/03/2009	LEXISNEXIS	96.00	96.00	
03/03/2009	LIANG, CATALINA	330.00	6,660.00	
03/03/2009	LIBERTY COUNTY AUDITOR	14,161.00	14,161.00	
03/03/2009	LITTLEPAGE, AARON	144.00	1,228.00	
03/03/2009	LONE STAR PAVEMENT SERVICES	28,356.90	84,953.90	
03/03/2009	LONE STAR UNIFORMS, INC	16,822.90	103,530.80	
03/03/2009	LONGORIA, STEPHEN	300.00	975.00	
03/03/2009	LOWE'S HOME CENTER	404.58	9,912.33	
03/03/2009	LUSK, NANCY E	350.00	2,650.00	
03/03/2009	MAINHEIT, CATALINA	286.99	286.99	
03/03/2009	MAINLAND VALVE AND FITTING INC	1,082.00	1,082.00	
03/03/2009	MARSHALL CAVENDISH CORP	885.60	885.60	
02/27/2009	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
03/03/2009	MC MEANS, JEFFREY A	450.00	9,175.00	
03/03/2009	MCDONALD, SHAWN M	625.00	4,370.00	
03/03/2009	MEAUX, EDWARD JOSEPH	207.00	14,137.00	
03/03/2009	MEINARDUS, KAREN	1,250.00	1,750.00	
03/03/2009	MEMORIAL HOSPITAL	3,029.09	19,404.06	
02/27/2009	METLIFE	5,621.88		Note: 2
03/03/2009	MHS	603.48	603.48	
03/03/2009	MIDDLETON, BRIAN	800.00	11,310.00	
03/03/2009	MIDDLETON, TRACY	150.00	4,380.00	
03/03/2009	MILLER SPORTS FLOORS	14,800.00	14,800.00	
02/26/2009	MONTGOMERY COUNTY CONST PC	65.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/02/2009	MORRIS, SHIRLEY S	475.00		Note: 1
03/03/2009	MORTON, REBECCA SUZY	24.35	400.60	
03/03/2009	MOTOROLA	187,710.00	1,414,791.55	
03/03/2009	MSC INDUSTRIAL SUPPLY CO, INC	31.46	9,420.45	
03/03/2009	MUELLER, INC	125.20	40,690.75	
03/03/2009	MUHAMMAD MEHDI MD PA	95.05	938.84	
03/03/2009	MUSTANG TRACTOR & EQUIPMENT CO	6,473.03	75,271.84	
03/03/2009	MYERS CO	10,477.50	10,526.46	
03/03/2009	NAPA AUTO PARTS	423.37	12,609.19	
02/27/2009	NATIONAL BOND AND TRUST CO	1,970.13		Note: 2
02/27/2009	NATIONWIDE RETIREMENT SOLU	18,218.56		Note: 2
03/03/2009	NAZTEC, INC	280.00	4,338.60	
03/03/2009	NEEDVILLE FEED AND SUPPLY	199.00	1,538.80	
02/27/2009	NEW MEXICO CHILD SUPPORT	145.48		Note: 2
03/03/2009	NEW SOLUTIONS	415.00	890.00	
03/03/2009	NEXTEL COMMUNICATIONS	6,173.50	141,759.77	
03/03/2009	NICK'S DIESEL SERVICE, INC.	513.50	513.50	
03/03/2009	NJOKU, MICHAEL N	350.00	33,632.50	
03/03/2009	NNAKA, KENNETH	550.00	1,700.00	
03/03/2009	NORCOMM CORPORATION	184.43	718.94	
02/27/2009	NORTH CAROLINA CHILD SUPPO	47.08		Note: 2
03/03/2009	NOTARY PUBLIC UNDERWRITERS	100.75	635.50	
03/03/2009	NOVOSAD, KATHLEEN	53.35	178.54	
03/03/2009	OAKBEND MEDICAL CENTER	15,756.50	214,243.41	
03/03/2009	OFFICE DEPOT INC	8,115.00	8,115.00	
02/27/2009	OHIO CHILD SUPPORT	302.23		Note: 2
03/03/2009	ORDONEZ, CONRADO, M.C., P.A.	100.06	540.15	
03/03/2009	O'REILLY AUTO PARTS	199.50	6,199.47	
03/03/2009	OSBURN ASSOCIATES, INC	5,053.76	58,370.71	
03/03/2009	OVERHEAD DOOR CO OF HOUSTON	3,706.00	17,693.53	
03/03/2009	OXFORD UNIVERSITY PRESS	621.19	621.19	
03/03/2009	OYEWUWO, DEOLA	150.00	150.00	
03/03/2009	OZARKA	908.05	9,416.06	
03/03/2009	PACKWOOD PSYCHOTHERAPY SERVICE	340.00	1,625.00	
03/03/2009	PATEL, STUTI TREHAN	33.96	33.96	
03/03/2009	PCPC DIRECT, LTD.	9,283.50	9,997.50	
02/27/2009	PEAKE, DAVID G TRUSTEE	2,536.15		Note: 2
03/03/2009	PEDDAMATHAM, KUMARA, MD	361.03	1,558.49	
03/03/2009	PENGUIN GROUP INK	639.11	639.11	
03/03/2009	PEREZ- JARAMILLO, MAGGIE	5,600.00	40,577.50	
03/03/2009	PERZ, IRA F	550.00	11,675.00	
03/03/2009	PETSMART 200	193.92	833.07	
03/03/2009	PIKETT, KEITH	375.00	2,250.00	
03/03/2009	PONS, JAMES F	275.00	4,090.00	
03/03/2009	POSTMASTER	495.00	32,167.00	
03/03/2009	PRESTAGE, GRADY	491.55	2,573.81	
02/26/2009	PROFFITT,STEPHANIE	20.00		Note: 1
03/03/2009	PROSPERITY BANK	124.74	75,192.34	
03/03/2009	R B EVERETT AND COMPANY	45,000.00	46,364.70	
03/03/2009	RANDOM HOUSE, INC	2,929.56	13,946.45	
03/03/2009	RAY GLASS COMPANY INC	275.29	7,111.27	
03/03/2009	REGENT BOOK COMPANY INC	1,485.22	4,984.10	
03/03/2009	RELIANT ENERGY RETAIL SERVICES	300.00	168,980.94	
03/03/2009	RENAISSANCE AUSTIN HOTEL	595.70	3,612.15	
03/03/2009	RESEARCH IN MOTION CORP	2,625.00	2,625.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	RICHMOND BONE AND JOINT CLINIC	240.83	6,946.58	
03/03/2009	ROE, CARMEN	3,000.00	15,925.00	
03/03/2009	ROEHE, PAM	283.97	550.42	
03/03/2009	ROLL, ROXIE	600.00	23,815.00	
03/03/2009	ROSENBERG TRACTOR	538.68	23,367.75	
03/03/2009	ROSSER INTERNATIONAL, INC.	94,770.00	165,847.50	
03/03/2009	RURAL TRASH SERVICE INC	120.00	720.00	
03/03/2009	SAFESITE, INC	874.00	5,635.00	
03/03/2009	SALCEDA, ALBERTO G	450.00	8,260.00	
03/03/2009	SANCHEZ, MARIA	4.40	22.43	
03/03/2009	SCHAEFER, NINA	1,200.00	13,822.50	
03/03/2009	SCHAUMBURG AND POLK	21,385.32	143,574.15	
03/03/2009	SCHEPPS DAIRY	3,094.00	30,078.90	
03/03/2009	SCHOENMANN PRODUCE CO.	3,401.09	4,756.34	
02/26/2009	SCOTT,RYAN C	8.00		Note: 1
03/02/2009	SCROGGINS, KENNETH WILLIAM	475.00		Note: 1
02/27/2009	SECURITY BENEFIT LIFE INS	19,644.23		Note: 2
03/03/2009	SERIKI, PEJU	150.00	150.00	
03/03/2009	SHERATON GUNTER HOTEL	793.90	1,190.85	
03/03/2009	SHOEMAKER, MEREDITH ANNE	233.33	233.33	
03/03/2009	SHOPPA'S FARM SUPPLY INC	2,593.95	21,925.94	
03/03/2009	SHORELINE, INC	11,763.57	46,421.83	
03/03/2009	SHUKLA, AMITABH, MD	151.82	1,106.49	
03/03/2009	SIMPLEX GRINNELL LP	6,406.53	38,200.51	
03/03/2009	SLAVINSKI, BOBBY	338.50	2,298.99	
03/03/2009	SNAP-ON INDUSTRIAL	1,131.82	19,225.87	
03/03/2009	SOS-FT BEND CO WOMEN'S CENTER	3,924.81	46,613.80	
03/03/2009	SOUTHERN TIRE MART, LLC	4,226.38	26,823.18	
03/03/2009	SOUTHWEST BOOK COMPANY	2,335.42	32,788.96	
03/03/2009	SOUTHWEST SIGNAL SUPPLY INC	450.00	450.00	
03/02/2009	SPEARS, JANET	475.00		Note: 1
03/03/2009	SPECIAL LIBRARIES ASSOCIATION	160.00	160.00	
03/03/2009	SPRINT WASTE SERVICES L P	483.00	9,737.00	
03/03/2009	SRX OPTICAL	295.00	1,475.00	
03/03/2009	STAHLMAN LUMBER CO	588.04	1,315.79	
03/03/2009	STAR VIDEO PRODUCTIONS	540.00	4,000.00	
03/03/2009	STAT CARE OF TEXAS PA	231.34	9,371.59	
02/27/2009	STATE OF LOUISIANA	441.66		Note: 2
03/03/2009	STEPHENS, JOE	325.00	2,627.50	
03/03/2009	STERICYCLE, INC	460.87	7,636.99	
03/03/2009	STICKLER, TOMMY J	950.00	15,240.00	
03/03/2009	STOCKWELL, CHRISTEN	50.27	50.27	
03/03/2009	STORNELLO, ROSARIO	375.00	11,185.00	
03/03/2009	SUN COAST RESOURCES, INC	614.40	38,447.87	
03/02/2009	SUSSER PETROLEUM COMPANY	52,658.66	1,432,295.17	Note: 3
03/03/2009	T MARSHALL CONSULTANT, INC	364.25	5,916.05	
03/03/2009	TAC AMERICAS, INC	805.00	3,378.80	
03/03/2009	TAYLOR, EARNEST B	48.00	294.00	
03/03/2009	TAYLOR-FELTON, TANGERLIA	375.00	375.00	
03/03/2009	TECH DEPOT	69.50	49,031.00	
03/03/2009	TEKPLAN SOLUTIONS LLC	3,805.00	3,805.00	
03/03/2009	TERMINIX INTERNATIONAL COMPNAY	445.00	4,300.00	
03/03/2009	TERRY, T K	1,137.50	25,136.25	
03/03/2009	TEXAS AGRICULTURAL EXT SERVICE	175.00	350.00	
02/26/2009	TEXAS CHILD SUPPORT DISBUR	1,500.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	TEXAS CONFERENCE OF	500.00	15,076.00	
02/27/2009	TEXAS COUNTY & DISTRICT	650,471.45		Note: 2
02/27/2009	TEXAS DEPT OF CRIMINAL JUS	5,626.25		Note: 2
03/03/2009	TEXAS DEPT OF CRIMINAL JUSTICE	4,134.04	16,424.29	
03/03/2009	TEXAS DEPT OF PUBLIC SAFETY	6,825.00	6,825.00	
03/03/2009	TEXAS FLOODPLAIN MANAGEMENT	245.00	245.00	
02/27/2009	TEXAS GUARANTEED STUDENT	128.03		Note: 2
03/03/2009	TEXAS MARKING PRODUCTS, INC	120.80	2,195.94	
03/03/2009	TEXAS SNAKES AND MORE	100.00	100.00	
03/03/2009	TEXAS WELDERS SUPPLY CO, INC	808.72	7,239.55	
03/03/2009	THE EMPLOYMENT GUIDE	350.00	350.00	
02/27/2009	THE HARTFORD	1,311.00		Note: 2
03/03/2009	THE QUILL LAW FIRM, PC	225.00	5,830.00	
03/03/2009	THE TURNING POINT, INC	5,185.00	55,506.00	
03/03/2009	THE UNIFORM CONNECTION	638.14	638.14	
03/03/2009	THOMAS, LARRY E	6,200.00	10,875.00	
03/03/2009	THOMSON GALE GROUP	3,416.09	3,416.09	
03/03/2009	TORRES, AMY M	348.00	2,838.00	
03/03/2009	TOTAL TECHNOLOGIES, LLC	4,218.23	42,138.62	
03/03/2009	TPHA/VITAL STATISTICS	120.00	855.00	
03/03/2009	TRAINING STRATEGIES, INC	850.00	2,750.00	
03/03/2009	TRANSMONTAIGNE PRODUCT	3,714.10	13,744.38	
03/03/2009	TRANTEX TRANSPORTATION	3,250.00	13,510.00	
02/26/2009	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/03/2009	TSIOROS, GREGORY	250.00	700.00	
03/03/2009	TU, PAUL	475.00	23,077.50	
03/03/2009	TURTLE & HUGHES, INC.	208.00	4,424.84	
02/27/2009	TX ATTORNEY GENERALS OFFIC	24,587.78		Note: 2
03/03/2009	TXU ENERGY	515.39	32,635.40	
02/27/2009	U S DEPARTMENT OF EDUCATIO	375.96		Note: 2
03/03/2009	ULTRA BUILDING SERVICES	1,926.75	9,250.96	
03/03/2009	UNITED PARCEL SERVICE	18.00	1,321.63	
02/27/2009	UNITED WAY OF THE TEXAS GU	465.74		Note: 2
03/03/2009	UNIVERSAL LIGHTS, INC	85.50	1,482.50	
03/03/2009	UNIVERSITY OF TEXAS AT AUSTIN	350.00	4,982.00	
03/03/2009	UNUM LIFE INSURANCE	20,941.90	128,721.32	
03/03/2009	URBISH ELECTRIC	205.61	6,784.36	
03/03/2009	VADIE, MIKE	250.00	250.00	
03/03/2009	VENZA, JOHN	425.00	9,737.50	
03/03/2009	VERIZON WIRELESS	251.99	17,871.85	
03/03/2009	VIDEO DATA SERVICES VICTORIA	316.30	316.30	
03/03/2009	VILLATORO, CLELIA	150.00	150.00	
03/03/2009	VINSON, CELENA	794.92	863.87	
03/03/2009	VISION CARE, INC	9,604.64	53,673.62	
03/03/2009	WAGENBACH, LARRY	1,636.86	5,349.00	
03/03/2009	WAL-MART PHARMACY 546	29.49	24,787.40	
03/03/2009	WATSON, TEANA V	325.00	12,787.50	
03/03/2009	WAUKESHA-PEARCE INDUSTRIES INC	1,614.98	4,252.14	
03/03/2009	WCA WASTE CORPORATION	468.61	4,350.94	
03/03/2009	WEBB, JEFFREY ODE	350.00	16,712.50	
03/03/2009	WEST GROUP PAYMENT CENTER	2,861.46	88,513.37	
03/03/2009	WEST HOUSTON RADIOLOGY	352.95	3,669.78	
03/03/2009	WESTERN STATES FIRE PROTECTION	288.00	15,733.00	
02/27/2009	WHARTON COUNTY CHILD	161.54		Note: 2
03/03/2009	WHITT, KENNETH J	48.00	1,206.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/03/2009	WILLIAMS, DAVID	11.34	31.34	
03/03/2009	WILTON-RICE, JOAN	15.95	15.95	
03/03/2009	WINDSTREAM	952.76	29,295.95	
03/03/2009	WINGFOOT COMMERCIAL TIRE	1,161.78	2,521.62	
02/26/2009	WINN,SHELLY	8.00		Note: 1
03/03/2009	WOODS, W.G., JR.	196.90	196.90	
03/03/2009	WORLDWIDE DIRECTORY PRODUCTS	84.98	179.72	
03/03/2009	WYATT RESOURCES, INC	2,304.00	65,539.84	
03/03/2009	YELDERMAN FAMILY LIMITED	400.00	2,400.00	
		4,730,018.84		

Note: Checks released prior to 3/3/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $20,385.04
(2): Payroll and Employee Benefits Payments of $1,855,303.22
(3): Time Sensitive Payments $52,658.66

31 B

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SUMMARY OF TERMS OF ACQUISITION

1.	Seller:	Saturina Martinez	
2.	Buyer:	Fort Bend County	
3.	Subject Property:	Fee purchase as described in the attached Exhibit A.	
4.	Tract:	44 A	
5.	Terms of Possession:	Possession at time of closing.	
6.	Just Compensation:	Land (3452 sq.ft. @ 85 cents/sq.ft.)	$ 2,934.20
		Total	**$ 2,934.20**

7. All closing costs and costs of title insurance (if required by the County) will be paid by the County.

PURCHASER:
FORT BEND COUNTY

By: Robert Hebert
Name: Robert Hebert
Title: County Judge
Date: March 3, 2009

SELLER:
SATURINA MARTINEZ

By: Saturnina Martinez
Date: 2-25-09

Purchase subject to approval by Commissioners Court

WHV/nm: Summary of Terms./**S.Martinez.**Tract **44a**: 3612-8 (02/17/09)

3-12-09 copy received

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

QUITCLAIM DEED

DATE: 2-25-09

GRANTOR: **Saturina Martinez**

GRANTOR'S MAILING ADDRESS:
Saturina Martinez
15911 Old Richmond
Sugar Land, Texas 77478
Fort Bend County, Texas

GRANTEE: **Fort Bend County**

GRANTEE'S MAILING ADDRESS:
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

CONSIDERATION: Two Thousand Nine Hundred Thirty Four and 20/100 Dollars (**$2,934.20**)

PROPERTY (Including any improvements): All that certain 0.079 Acre of Land (3,452 square feet) being a portion of an original call 1.12 Acre Tract of Land (Fort Bend County Clerk's File No. 1999110774) being in the M. M. Battle Survey, Abstract No. 9, and in the J. Hodge Survey, Abstract No. 193, Fort Bend County, Texas. Said 0.079 Acre Tract of Land being more particularly described in Exhibit "A" and shown in Exhibit "B", attached and incorporated herein.

By: Saturnina Martinez
Saturina Martinez

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by **SATURINA MARTINEZ** on this the 25th day of February, 20 09

(Seal)

LOUIS CRESS HEARN, JR. NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-05-2009

Notary Public, State of Texas

Attachments: **Exhibit "A" – Metes and Bounds Description**
Exhibit "B" – Survey

After recording Return to:
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

WHV:nm/quitclaim.S. Martinez(02/17/09) 3612-8. **Parcel 44a**

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

February 2, 2009

West Bellfort
Parcel 44A - 0.079 Acre

A FIELD NOTE DESCRIPTION of 0.079 Acre of Land (3,452 square feet) being a portion of an original call 1.12 Acre Tract of Land (Fort Bend County Clerk's File No. 1999110774) being in the M.M. Battle Survey, Abstract No. 9, and in the J. Hodge Survey, Abstract No. 193, Fort Bend County, Texas.

FOR CONNECTION, begin at a 3/4 inch diameter iron rod with plastic cap found for the Northwest corner of said call 1.12 Acre Tract; Said corner being the Northeast corner of an original call 0.25 Acre Tract (Tract No. 12 - Fort Bend County Clerk's File No. 1999110772) and being the Northeast corner of West Bellfort Tract 43 - call 0.2368 Acre (Tract I - Fort Bend County Clerk's File No. 2008055251); Thence; South 0 Degrees, 59 Minutes, 20 Seconds West (reference bearing) along the West line of said call 1.12 Acre Tract along the East line of said original call 0.25 Acre Tract, at 8.50 feet pass a 3/4 inch diameter iron rod with plastic cap found for the Northwest corner of West Bellfort Tract 44 - call 0.4792 Acre (Tract II - Fort Bend County Clerk's File No. 2008055251) in the Northerly right-of-way line of proposed West Bellfort (width varies; 80 feet wide at this point), in all 93.29 feet to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of said Tract 44 - call 0.4792 Acre Tract and for the Southeast corner of said Tract 43 - call 0.2368 Acre Tract; Said corner being the Northwest corner of and **PLACE OF BEGINNING** for this 0.079 Acre Tract;

THENCE; Southeasterly, crossing said call 1.12 Acre Tract along a non-tangent curve to the left, the radius point bears North 19 Degrees, 50 Minutes, 25 Seconds East, along the Southerly right-of-way line of said proposed West Bellfort with the following curve data:

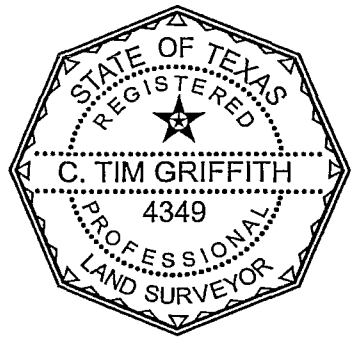
Delta:	5 Degrees, 15 Minutes, 41 Seconds
Radius:	1640.00 feet
Length:	150.60 feet
Tangent:	75.35 feet
Chord:	South 72 Degrees, 47 Minutes, 26 Seconds East - 150.54 feet to a 5/8 inch diameter iron rod with plastic cap found for the Southeast corner of this tract; Said corner being the most Southerly Southwest corner of said Tract 44 - call 0.4792 Acre Tract;

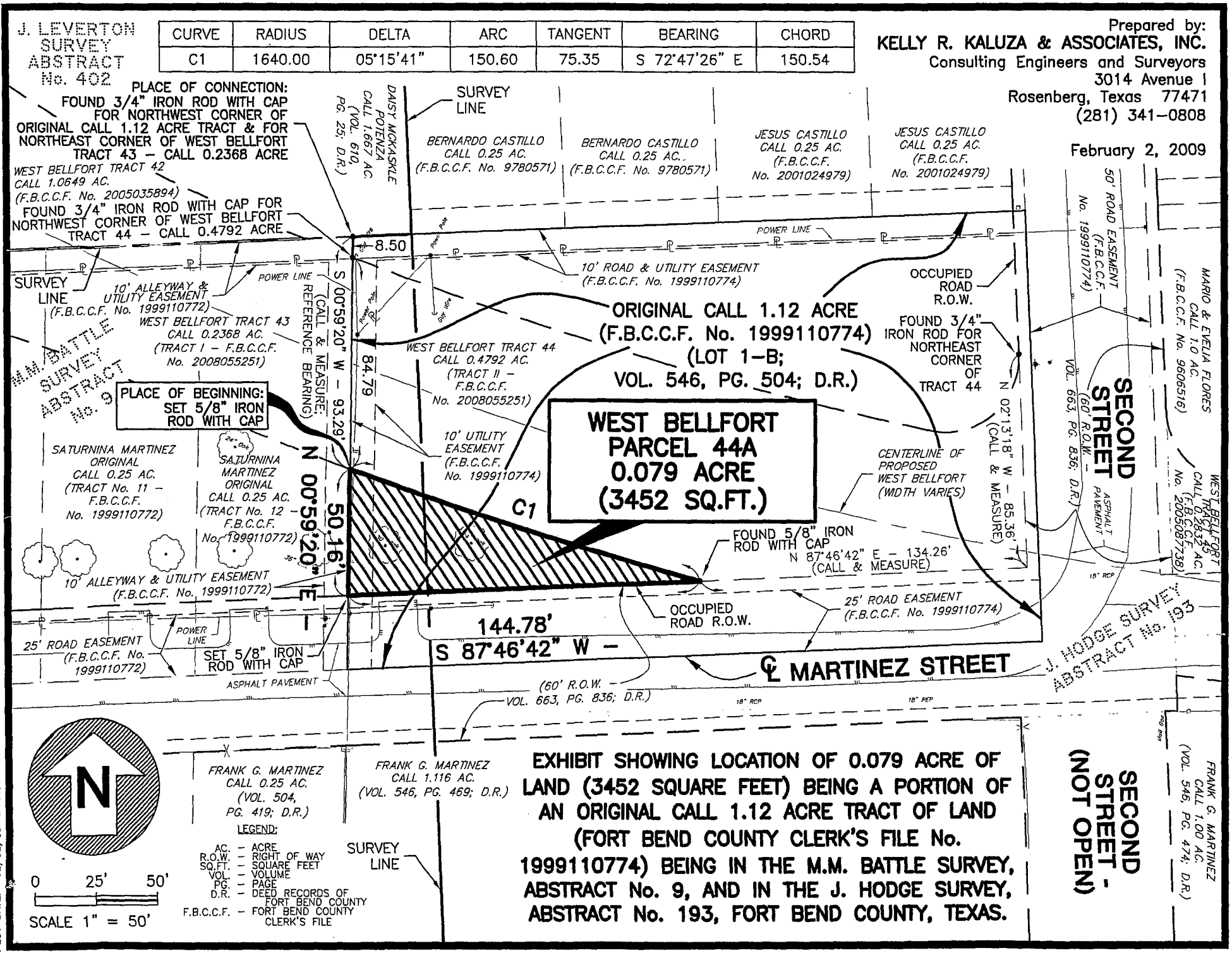
THENCE; South 87 Degrees, 46 Minutes, 42 Seconds West - 144.78 feet along the occupied Northerly right-of-way line of Martinez Street (60 feet wide; Volume 663, Page 836; Deed Records of Fort Bend County, Texas) along a line being 30 feet perpendicular distance Northerly of and parallel to the Southerly line of said call 1.12 Acre Tract to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of this tract;

THENCE; North 0 Degrees, 59 Minutes, 20 Seconds East - 50.16 feet along the Westerly line of said call 1.12 Acre Tract along the Easterly line of said call 0.25 Acre Tract to the **PLACE OF BEGINNING** and containing 0.079 Acre of Land.

C. Tim Griffith

C. Tim Griffith, R.P.L.S. No. 4349




J. LEVERTON SURVEY ABSTRACT No. 402
M.M. BATTLE SURVEY ABSTRACT No. 9
J. HODGE SURVEY ABSTRACT No. 193
Prepared by:
KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers and Surveyors
3014 Avenue I
Rosenberg, Texas 77471
(281) 341-0808
February 2, 2009
CURVE | RADIUS | DELTA | ARC | TANGENT | BEARING | CHORD
C1 | 1640.00 | 05°15'41" | 150.60 | 75.35 | S 72°47'26" E | 150.54
PLACE OF CONNECTION: FOUND 3/4" IRON ROD WITH CAP FOR NORTHWEST CORNER OF ORIGINAL CALL 1.12 ACRE TRACT & FOR NORTHEAST CORNER OF WEST BELLFORT TRACT 43 - CALL 0.2368 ACRE
WEST BELLFORT TRACT 42 CALL 1.0649 AC. (F.B.C.C.F. No. 2005035894)
FOUND 3/4" IRON ROD WITH CAP FOR NORTHWEST CORNER OF WEST BELLFORT TRACT 44 - CALL 0.4792 ACRE
DAISY MCKASKLE POTENZA CALL 1.667 AC. (VOL. 610, PG. 25; D.R.)
SURVEY LINE
BERNARDO CASTILLO CALL 0.25 AC. (F.B.C.C.F. No. 9780571)
BERNARDO CASTILLO CALL 0.25 AC. (F.B.C.C.F. No. 9780571)
JESUS CASTILLO CALL 0.25 AC. (F.B.C.C.F. No. 2001024979)
JESUS CASTILLO CALL 0.25 AC. (F.B.C.C.F. No. 2001024979)
50' ROAD EASEMENT (F.B.C.C.F. No. 1999110774)
MARIO & EVELIA FLORES CALL 1.0 AC. (F.B.C.C.F. No. 9606516)
POWER LINE
8.50
10' ROAD & UTILITY EASEMENT (F.B.C.C.F. No. 1999110774)
OCCUPIED ROAD R.O.W.
ORIGINAL CALL 1.12 ACRE (F.B.C.C.F. No. 1999110774) (LOT 1-B; VOL. 546, PG. 504; D.R.)
FOUND 3/4" IRON ROD FOR NORTHEAST CORNER OF TRACT 44
N 02°13'18" W - 85.36' (CALL & MEASURE)
SECOND STREET (60' R.O.W. - VOL. 663, PG. 836; D.R.)
ASPHALT PAVEMENT
WEST BELLFORT TRACT 45 CALL 0.2832 AC. (F.B.C.C.F. No. 2005087738)
SURVEY LINE
10' ALLEYWAY & UTILITY EASEMENT (F.B.C.C.F. No. 1999110772)
POWER LINE
WEST BELLFORT TRACT 43 CALL 0.2368 AC. (TRACT I - F.B.C.C.F. No. 2008055251)
S 00°59'20" W - 93.29' (CALL & MEASURE; REFERENCE BEARING)
WEST BELLFORT TRACT 44 CALL 0.4792 AC. (TRACT II - F.B.C.C.F. No. 2008055251)
84.79'
PLACE OF BEGINNING: SET 5/8" IRON ROD WITH CAP
WEST BELLFORT PARCEL 44A 0.079 ACRE (3452 SQ.FT.)
10' UTILITY EASEMENT (F.B.C.C.F. No. 1999110774)
CENTERLINE OF PROPOSED WEST BELLFORT (WIDTH VARIES)
SATURNINA MARTINEZ ORIGINAL CALL 0.25 AC. (TRACT No. 11 - F.B.C.C.F. No. 1999110772)
SATURNINA MARTINEZ ORIGINAL CALL 0.25 AC. (TRACT No. 12 - F.B.C.C.F. No. 1999110772)
C1
N 00°59'20" E - 50.16'
FOUND 5/8" IRON ROD WITH CAP N 87°46'42" E - 134.26' (CALL & MEASURE)
10' ALLEYWAY & UTILITY EASEMENT (F.B.C.C.F. No. 1999110772)
OCCUPIED ROAD R.O.W.
25' ROAD EASEMENT (F.B.C.C.F. No. 1999110774)
144.78'
S 87°46'42" W -
25' ROAD EASEMENT (F.B.C.C.F. No. 1999110772)
POWER LINE
SET 5/8" IRON ROD WITH CAP
ASPHALT PAVEMENT
℄ MARTINEZ STREET
(60' R.O.W. - VOL. 663, PG. 836; D.R.)
18" RCP
18" PEP
FRANK G. MARTINEZ CALL 0.25 AC. (VOL. 504, PG. 419; D.R.)
FRANK G. MARTINEZ CALL 1.116 AC. (VOL. 546, PG. 469; D.R.)
FRANK G. MARTINEZ CALL 1.00 AC. (VOL. 546, PG. 474; D.R.)
SECOND STREET - (NOT OPEN)
N
0 25' 50'
SCALE 1" = 50'
LEGEND:
AC. - ACRE
R.O.W. - RIGHT OF WAY
SQ.FT. - SQUARE FEET
VOL. - VOLUME
PG. - PAGE
D.R. - DEED RECORDS OF FORT BEND COUNTY
F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
EXHIBIT SHOWING LOCATION OF 0.079 ACRE OF LAND (3452 SQUARE FEET) BEING A PORTION OF AN ORIGINAL CALL 1.12 ACRE TRACT OF LAND (FORT BEND COUNTY CLERK'S FILE No. 1999110774) BEING IN THE M.M. BATTLE SURVEY, ABSTRACT No. 9, AND IN THE J. HODGE SURVEY, ABSTRACT No. 193, FORT BEND COUNTY, TEXAS.
FILE NAME: westbellfort-Parcel44A.DWG
PLOT DATE: 02/02/09 @ 8:00 AM

Receipt

I _____ received check Number _____, for the amount of _____from Fort Bend County.

Date: _____

Signature_____

item 24 E 1
3-3-09 Comm Ct

MEMORANDUM

COUNTY JUDGE
RECEIVED
MAR 11 2009

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

NO ADDENDUM

Fort Bend County, Texas
Invitation for Bid

Substitute

Term Contract for Purchase and Installation of Carpet
for Fort Bend County
BID 09-043

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-043
Carpet

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: 01/22/09
Issued: 02/04/09

Vendor Information

Gomez Floor Covering Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

210-651-5002 — Telephone Number
210-651-6910 — Facsimile Number

3816 Binz Engleman B-125
Complete Mailing Address (for Correspondence)

San Antonio, TX 78219
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Steve Whitener CFO
Authorized Representative and Title (printed)

swhitener@gomezfc.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: BD

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: tw

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: BW

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: fw

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: bw

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: RW

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: BW

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: BW

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: BCS

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: BW

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: BW

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to install carpet as specified herein for county departments as needed.

Initials of Bidder: BW

4.0 PERIOD OF CONTRACT:

This contract is for the period 1 April 2009 through 31 March 2010, renewable annually for four (4) years (through 31 March 2014) 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 REFERENCES:

Bidders must submit, **WITH BID**, three (3) references of projects larger than 2000 yards completed in 2008. References must state company name, contact person, telephone number, and mailing address.

7.0 INSURANCE:

7.1 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.

7.2 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:

7.2.1 Workers Compensation: See Section 9.0.

7.2.2 Employer's Liability: $500,000

7.2.3 General liability including:

7.2.3.1 Premises/Operations
7.2.3.2 Products/Completed Operation

Initials of Bidder: RW

7.2.3.3 Contractual
7.2.3.4 Owner's Protective
7.2.3.5 Personal Injury/Advertising Liability
7.2.3.6 Mobile Equipment

7.2.4 General liability limits shall be equal to or greater than:

7.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

7.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

7.2.4.3 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.

7.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

7.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

7.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

7.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

7.3 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.

7.4 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.

7.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Initials of Bidder: _____

8.0 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.

8.1 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 11.2 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 Fort Bend County required by Contractor in the defense of each matter.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

Initials of Bidder: _____

8.7 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.

8.8 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.

8.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

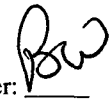
8.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

8.11 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.

9.0 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.

9.1 Definitions:

Initials of Bidder: 

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

Initials of Bidder: BW

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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;

9.9.2 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;

9.9.3 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;

9.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

Initials of Bidder: BW

9.9.4.2 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;

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

9.9.6 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

9.9.7 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.

9.10 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.

9.11 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.

10.0 GENERAL REQUIREMENTS:

10.1 Contractor is responsible for measuring project areas and submitting yardage requirements to the Fort Bend County Purchasing Agent.

10.2 Bid price to include preparation of flooring in accordance with manufacturer specifications.

10.3 Contractor is responsible for moving of all office furniture except modular workstations, computer equipment, fax machines, copy machines or other electronic equipment.

Initials of Bidder: BW

10.4 All workmanship must be warranted for a period of two (2) years after installation.

10.5 Installation must be made in accordance with manufacturer's installation procedures and adhesive and sealer specifications.

10.6 Color to be selected at time of order.

10.7 Work to be completed after hours and/or on weekends in most cases.

10.8 Fort Bend County will provide the contractor a minimum of three (3) working days notice prior to desired installation date. Contractor must provide Fort Bend County a twenty-four (24) hour notice if installation cannot be accomplished on scheduled date. In the event the contractor is late or does not show at the scheduled time, any expenses incurred by Fort Bend County (i.e. overtime pay) will be deducted from the contractor's invoice.

10.9 Contractor will be responsible for any damage to Fort Bend County property. In the event damages occur during a time sensitive period, Fort Bend County will repair all damages and deduct all charges from the contractor's invoice.

10.10 All employees of successful vendor must hold a valid drivers license or legal photo identification card.

11.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

12.0 PRICING:

Manufacturers are Shaw and Kraus carpet or equivalent (see Section 1.18 above). Please specify manufacturer bid if submitting an equivalent and a sample of each weight. Prices are to be FOB Fort Bend County, Texas.

12.1 Shaw Philadelphia; Major Event, 26 oz textured loop.

$ 16.85 price per yard

Cambridge; Relay, 26oz textured loop

Manufacturer Bid (if different)

Initials of Bidder: BW

12.2 Kraus; Capital City, 28 oz.

$ 23.50 price per yard

Cambridge; Grand Juction, 30oz
Manufacturer Bid (if different)

12.3 Shaw Commercial; Emphatic, 30 oz cut pile solid.

$ 20.70 price per yard

Cambridge; Crossroads, 30oz cut pile
Manufacturer Bid (if different)

12.4 Cove Base: Roppe or Armstrong, Black.

$ 1.25 price per foot

12.5 Removal of existing carpet:

$ 2.50 price per yard

Initials of Bidder: BU

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Gomez Floor Covering, Inc
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Carpet** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Linda Gomez-Whitener
Signature of Contractor

By: LINDA GOMEZ-WHITENER - PRESIDENT
Printed Name and Title

Bid # 09-043 Item # 24E1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID .i GOMEZ-1 | DATE (MM/DD/YYYY) 02/17/09

PRODUCER

Trimble-Batjer San Antonio
404 East Ramsey Suite 104
San Antonio TX 78216-4665
Phone: 210-308-9438 Fax: 210-308-9540

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

Gomez Floor Covering Inc.
dba GFC
3816 Binz-Engleman Ste. B125
San Antonio TX 78219

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Security National Insurance Co	19879
INSURER B:	Trinity Universal Ins Co.	19887
INSURER C:	Texas Mutual Ins. Co.	
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				EACH OCCURRENCE	$ 1000000
		[X] COMMERCIAL GENERAL LIABILITY	SPP1001974	12/31/08	12/31/09	DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
		[X]	SEE SPECIAL PROVISIONS			GENERAL AGGREGATE	$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2000000
		[ ] POLICY [X] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
		[X] ANY AUTO	SPP1001974	12/31/08	12/31/09		
		[ ] ALL OWNED AUTOS	SEE SPECIAL PROVISIONS			BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] Hired Phy Dmg	$50,000 MAX LMT			PROPERTY DAMAGE (Per accident)	$
		[X] Hired Phy Dmg	$500 COMP & $500 COLL DED				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 5000000
		[X] OCCUR [ ] CLAIMS MADE	KMB1002781	12/31/08	12/31/09	AGGREGATE	$ 5000000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10000					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF0001110408	12/31/08	12/31/09	E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below	SEE SPECIAL PROVISIONS			E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

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

Special Provisions: GL/Auto/WC incl blkt addt'l insd (except WC) & wvr of subro in favor of any person or org.as req'd by signed, written contract.

CERTIFICATE HOLDER

SAMPLE-

Sample Certificate

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Gomez Floor Covering References

Alief ISD –

Wrandy Webb (281)-498-8110 x2770

Good Fellow AFB

Sgt. Kiser- (325)-654-3800

Goose Creek ISD-

Tom Orpman (281)-802-3915

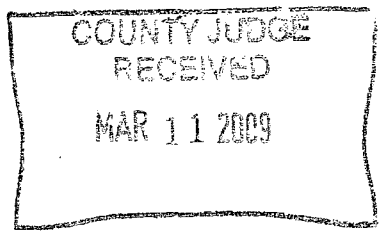
**** Reference for Carpet Company****

Harris County

Ben Wolfe (713) 755-5078

item 24 E 2
3-3-09 Comm Ct

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Elevator Maintenance at Jail
Bid 09-044

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.**

A&F Elevator Company
Legal Name of Contracting Company

Essie Mianabi
Contact Person

620 Easl St. Garland, Tx 75042
Complete Mailing Address

972-272-8636 972-272-5928
Telephone Number Facsimile Number

AF Elevator @ Yahoo.Com
Email Address

02/19/09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Elevator Maintenance at Jail
for Fort Bend County
BID 09-044

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-044
Elevator Maintenance at Jail

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
or
Fax:281-341-8645

Prepared: 01/23/09
Issued: 02/04/09

Vendor Information

A&F Elevator Company

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

1-866-596-2940

972-272-8636 | 972-272-5928

Telephone Number | Facsimile Number

620 Easy St

Complete Mailing Address (for Correspondence)

Garland, TX 75042

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

ESSIE MIANABI VP

Authorized Representative and Title (printed)

AFElevator@Yahoo.Com

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: EM

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: EM

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: EM

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: EM

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: EM

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: EM

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: EM

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: EM

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: EM

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: EN

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: EM

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide maintenance service to the elevators located within the Fort Bend County Jail as specified herein.

Initials of Bidder: EM

4.0 PERIOD OF CONTRACT:

This contract is for the period 1 April 2009 through 31 March 2010, renewable annually for four (4) years (through 31 March 2014) 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 REFERENCES:

Bidders must submit, **WITH BID**, three (3) references of current elevator maintenance contracts similar in size to that of Fort Bend County. References must state company name, contact person, telephone number, and mailing address.

7.0 INSURANCE:

7.1 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.

7.2 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:

7.2.1 Workers Compensation: See Section 9.0.

7.2.2 Employer's Liability: $500,000

7.2.3 General liability including:

7.2.3.1 Premises/Operations
7.2.3.2 Products/Completed Operation

Initials of Bidder: EM

7.2.3.3 Contractual
7.2.3.4 Owner's Protective
7.2.3.5 Personal Injury/Advertising Liability
7.2.3.6 Mobile Equipment

7.2.4 General liability limits shall be equal to or greater than:

7.2.4.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

7.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

7.2.4.3 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.

7.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

7.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

7.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

7.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

7.3 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.

7.4 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.

7.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Initials of Bidder: EM

8.0 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.

8.1 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 11.2 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 Fort Bend County required by Contractor in the defense of each matter.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

Initials of Bidder: EM

8.7 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.

8.8 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.

8.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

8.10 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.

8.11 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.

9.0 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.

9.1 Definitions:

Initials of Bidder: EM

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

9.4 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.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 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

Initials of Bidder: EM

9.5.2 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.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

9.7 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.

9.8 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.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 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;

9.9.2 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;

9.9.3 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;

9.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

Initials of Bidder: EM

9.9.4.2 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;

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

9.9.6 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

9.9.7 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.

9.10 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.

9.11 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.

10.0 EXPERIENCE REQUIREMENTS:

10.1 Contractor must have a minimum of ten (10) years in business. The ten (10) years is to be continuous and to cover the immediate preceding ten (10) years up to and including the time of bidding this contract.

10.2 The personnel to be provided as Lead Mechanics must have a minimum of ten (10) years experience.

10.3 Evidence of the experience requirements listed herein must be provided **WITH BID**. Failure to do so may result in disqualification of bid.

Initials of Bidder: EM

10.4 All employees of successful vendor must hold a valid drivers license or legal photo identification card.

11.0 DUTIES OF CONTRACTOR:

11.1 Contractor must furnish all supplies, material, labor, supervision, tools, equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair service for the complete vertical transportation system described herein.

11.2 The equipment covered under this bid must be serviced a minimum of one (1) time each month.

11.3 Contractor must maintain within Fort Bend County or adjoining counties a replacement inventory of major parts for the equipment covered by this solicitation, including power unit pumps, motors and valves.

11.4 Contractor must have a full time trained and supervised mechanic on T-IV elevator control systems within a 15-mile radius of facility.

11.5 Contractor is to respond to emergency and minor callbacks within 1-1/2 hours.

11.6 Contractor must demonstrate capabilities of problem diagnosis and operation of elevator systems with T-IV service tool.

11.7 Contractor will be required to provide the following articles at contractor's own expense:

11.7.1 Two (2) complete sets of wire diagrams.
11.7.2 One (1) complete set of link maps.
11.7.3 One (1) complete set of software.
11.7.4 Two (2) T-IV service tools (will be required to remain on site at all times).
11.7.5 One (1) complete set of PC boards for T-IV controller.

11.8 Contractor will have access to major and minor replacement parts within a 24-hour time frame.

11.9 Contractor will keep computerized log of emergency and minor callbacks available to County at request.

11.10 Equipment covered under this solicitation include the following:

QUANTITY	TYPE	SERIAL NO.	MANUFACTURER
5 each	T-IV gear traction	CE-2162-66	Dover

Initials of Bidder: EM

12.0 PERFORMANCE REQUIREMENTS:

Contractor agrees to maintain the performance speeds and accuracies of all elevators according to manufacturer's specifications, City of Richmond Codes and applicable ANSI Standards.

12.1 Floor to floor times are measured from the time the doors start to close, including a typical one-floor travel until the elevator is approximately level with the next successive floor, either up or down, and doors 3/4 open.

12.2 Door opening times are measured from start of car door open until doors are in the fully open position.

12.3 Door closing times are measured from start of door close until hoist way doors are fully closed. Contract times will be those shown or the minimum permitted by code, whichever is greater.

12.4 Accuracy of leveling shall be measured under all load conditions.

12.5 Variance from rated speed, regardless of load shall not exceed 5%.

12.6 A pressure test of the hydraulic systems, where required, shall be conducted as prescribed by industry standards.

12.7 In accomplishing the above requirements, contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft top. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

12.8 The contractor shall not be required to make other safety tests nor to install new attachments on the elevators whether or not recommended or directed by insurance companies or by governmental authority, nor to make any replacements with parts of a different design. It is agreed that the contractor is not required to make renewals or repairs necessitated by reason of any other cause beyond his control except ordinary wear and tear.

12.9 In performing the above indicated work, contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the County prior to their use.

Initials of Bidder: EM

13.0 ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT:

Contractor assumes no responsibility for the following items or elevator equipment which are not included in this contract.

13.1 Repairs required because of negligence, accident or misuse of the equipment by anyone other than the contractor, his employees, subcontractors, servants or agents, or other causes beyond the contractor's control except ordinary wear and tear.

13.2 Repair or replacement of building items such as hoist way or machine room walls and floors, car enclosures, including removable panels, door panels, plenum chambers, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the contractor personnel.

13.3 Elevator mainline and auxiliary disconnect switches, switches, fuses, and feeders to control panels.

13.4 Concealed oil line for hydraulic elevators.

13.5 Hydraulic cylinder and plunger.

14.0 PROCEDURES FOR REPAIR OF EQUIPMENT NOT INCLUDED IN CONTRACT:

Any and all repairs and/or maintenance other than that delineated in Paragraph J, may be made by the contractor and charges made to the County of Fort Bend. The contractor will inspect the applicable elevator, prepare a written report and cost estimate on maintenance or repair requirements and obtain a Purchase Order issued by the Fort Bend County Purchasing Agent. Repairs may then be completed and charges made to Fort Bend County.

15.0 SCHEDULE OF PREVENTIVE MAINTENANCE:

All normal work under this agreement will be performed during the hours of 8:00 am to 5:00 pm, seven (7) days a week including holidays, unless prior arrangements are made with the Building Services Director. If overtime work is required, the County will pay only the difference between normal and overtime labor at the contractors regular billing schedule. Removal of elevators from service shall be coordinated with and approved by the Building Services Director.

Initials of Bidder: EM

16.0 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:

The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced elevator service and repair personnel directly employed, who are permanently assigned to the project for normal preventive maintenance and repair work, or who may from time to time be assigned to the project for periodic work, shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactory to the County. Any employees found to be unacceptable to the County shall be replaced by the contractor.

17.0 OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

17.1 The County reserves the right to make any and all inspections and tests necessary to ascertain that the requirements of this contract are being fulfilled. Deficiencies noted shall be promptly corrected at contractor's expense. If contractor fails to perform the work required by the terms of this contract in a diligent and satisfactory manner the County may perform, or have performed by another contractor, all or any part of the work required without violating this contract. Contractor must agree that it will reimburse the County for any expense incurred therefore, and the County reserves the right to deduct said amount from any sum owed to the contractor.

17.2 The waiver by the County of a breach of any provision of this agreement by contractor shall not be construed as a waiver of any subsequent breach by contractor.

17.3 Machine room logs, which will be approved by the County, and which will contain a detailed schedule of full preventive maintenance with indications of frequency of task, will be posted in each machine room and mounted on each controller. These logs will be maintained by the contractor and will be inspected by the County.

17.4 An additional copy of each machine room log will be supplied to the Building Services Director. A Daily Activity Log must be supplied by the contractor to the County for each workman on duty during the day.

18.0 CONTRACTOR TO COMPLY WITH LAWS:

18.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the work is to be performed.

Initials of Bidder: EM

18.2 Contractor shall not be required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

19.0 SPECIAL CONDITIONS:

19.1 When an elevator is out of service for whatever reason, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

19.2 Response to emergency call backs during regular hours shall be within 2 hours.

20.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or

21.0 BIDDER COMPLETE THE FOLLOWING:

Total monthly bid price, ALL five (5) elevators, as specified, 8:00 am - 5:00 pm, seven (7) days per week:

$ 2200.00 /month.

As stated in Section 15.0 above: If overtime work is required, the County will pay only the difference between normal and overtime labor at the contractors regular billing schedule. Please state your normal hourly labor rate:

$ 125.00 /hour

22.0 OPTIONAL PRICING:

Total monthly bid price, ALL five (5) elevators, as specified, 24 hours per day, seven (7) days per week:

$ 2300.00 /month.

Initials of Bidder: EM

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 A & F Elevator Company (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Elevator Maintenance at Jail** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Essie Mianabi VP
Printed Name and Title

Bid 09-044 item 24E2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 12/03/2008

PRODUCER
Rekerdres Insurance Agency, Inc.
P. O. Box 515498
Dallas TX 75251-5498

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
A & F Elevator Company, Inc. fax 972.272.5928
620 Easy Street
Dallas TX 75042-

INSURER A: Tudor Insurance Company
INSURER B: TEXAS BUILDERS INSURANCE CO.
INSURER C: CNA Surety
INSURER D: Associated International Insurance Co.
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL00005865	07/07/2008	07/07/2009	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 50,000
	[ ] CLAIMS MADE [X] OCCUR		/ /	/ /	MED EXP (Any one person)	$ 10,000
	[X] Limited Contractual				PERSONAL & ADV INJURY	$ 1,000,000
	[X] Deductible $500.00	Includes Broad Form	/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC	Property Damage	/ /	/ /		
	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	$
D	EXCESS LIABILITY	CUBW2415608	07/07/2008	07/07/2009	EACH OCCURRENCE	$ 5,000,000
	[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 5,000,000
						$
	[ ] DEDUCTIBLE		/ /	/ /		$
	[X] RETENTION $ 10,000					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC10601	10/31/2008	10/31/2009	[X] 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
C	OTHER DISHONESTY BOND	69212412	08/24/2008	08/24/2009		10,000

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

********** SAMPLE CERTIFICATE OF INSURANCE **********

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: ____

SAMPLE CERTIFICATE
If you need a certificate for the above insured please call us @ 214.265.1221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Date : 02-19-2009

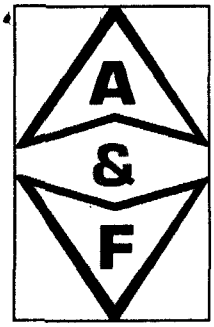
SINCE 1972

A & F Elevator Company, Inc.

620 Easy Street
Garland, TX. 75042

Phone: 972.272.8636
Fax: 972.272.5928
Toll Free: (866) 596-2940
Email: afelevator@yahoo.com

Essie Minabie



A & F ELEVATOR CO., INC.

SINCE 1972

620 Easy St.
Garland, TX. 75042
Ph: 972.272.8636
Fax: 972.272.5928

Hello,

A & F Elevator Company has 50 years elevator service, maintenance and installation experience, from the earliest elevator technology to the latest state of the art microprocessor controller. Our dedicated, personable employees not only have mechanical but electrical and software engineering knowledge. All of which keeps A&F Elevator Company on the cutting edge of the ever-changing field of elevator technology!

Please include A & F Elevator Company on your bid list, or send us an application. We will provide you excellent service for all of your elevator needs including modernization, installation, service, and State and ADA code compliance on all types of elevators.

For more information please review the attached A & F Elevator Company resume.

Sincerely,

Essie Mianabi
Vice-President, A & F Elevator Company, Inc.

A & F ELEVATOR CO., INC.

SINCE 1972

620 Easy St.
Garland, Texas 75042
Phone: 972.272.8636
Fax : 972.272.5928
Toll Free:(866)596.2940

REFERENCES

1. **Plano ISD - Plano Texas**
   Juan Ramos
   214-563-0570
   E-mail: Jramos1@ pisd.edu

2. **Texas Southern University**
   Keith Thompson
   832-385-5259
   E-mail: keithdthompson@yahoo.com

3. **Texas City ISD**
   Rick Froeschl
   409-942-2813
   409-771-7552(Cell)
   E-mail: rfroeschl@tcisd.org

4. **Fort Bend ISD**
   Mario Carrera
   281-330-6559
   E- mail: Mario.carrera@fortbend.k12.tx.us

5. **Providence Tower (Center Point)**
   Dan Woods
   817-614-3394
   E-mail: dwoods53@gmail.com

6. **Dallas housing**
   Syed Reza
   214-951-8452
   E- mail: sraza@dhadal.com

7. **City Of firth worth**
   Mike Pease
   817-991-1356
   E-mail: mike.pease@fortworthgove.org

8. **Fort Bend County - Richmond Texas**
   George Beran
   281-238-3371
E-mail: berangeo@co.fort-bend.tx.us

These are but a few of the references that support A&F Elevator. We believe you will find that our integrity and approach to business is unmatched, as the testament of our customers certainly will attest to.

A & F ELEVATOR CO., INC.

SINCE 1972

620 Easy St.
Garland, TX. 75042
Ph: 972.272.8636
Fax: 972.272.5928

Resume

Essie Mianabi – VP/General Manager

Experience

- 14 years successive promotion in:
- Engineering/Design
- R&D/Production Management
- Technical Sales Support
- International Sales/Marketing Management

Areas of Expertise:

Management

- International Business Markets
- Development of Overseas Distributor Networks
- Market Analysis & Pricing
- Quality/Cost Enhancement
- Vendor Evaluation/Purchasing

Technical

- Relay Logic Control Systems
- Microprocessor-Based Controls
- AC/DC Machines
- SCR Silicon Control Rectifiers

Strengths:

- Extremely able, resourceful and results oriented. Consistent history of exceeding goals in both technical and management capacities.
- Excellent communicator. Positive, hands-on managerial style. Strong customer/sales skills.
- In-depth international business background; fluent in English, Farsi and Arabic.

Education & Professional Development:

- M.E.E., 1990, Western New England College
- B.S.E.E., 1982, Louisiana State University
- Extensive technical, sales and management development includes:
  Graduate level O.P.R. & management course work, Western New England College
  Zig Ziglar P.S.S. seminar
  Field management seminar, Blocher West Germany

Employment History:

To Present - A&F ELEVATOR CO., INC. – Garland, Texas
VP and General Manager

1994- HIGH TECH MOTION CONTROLS – Dallas, Texas / Atlanta, Georgia
Lead Engineer/Production Manager/R&D Manager

Recruited by President top manage all technical areas for this manufacturer Of microprocessor controls for hydraulic/traction controllers & AC/DC machines.

- Lead engineering staff in hardware/logic design, upgrades and all field engineering projects. Personally handled all troubleshooting.
- Responsible for all quality and cost/production issues, as well as vendor evaluation, contract negotiations and technical purchasing.
- Provide extensive technical sales support, including bid/pricing development and technical sales presentations.

Accomplishments:

- Restructured production, eliminated waste and sourced superior, more cost-effective chip and CPU componentry; lowered costs by 39%.
- Initiated completion of logic and hardware design for firm's Turbo 1000 VVAC control system for AC machines.
- Developed field education manual and specification sheets for the Turbo 1000 line.
- Successfully managed split production at firm's Dallas and Atlanta suites.

1992 – 1994 BAXCO, INC. – Garland, Texas
International Sales Manager

Similar product line to High Tech Controls; recruited by company president to develop markets in Latin America, Europe and Asia.

- Sourced, recruited and/or established an international network of distributors in the following countries: Mexico, South Korea, China, Germany, Spain, Argentina, Ecuador and Canada.
- Developed international sales from zero to $3 million annually by the end of 1993, increasing Baxco's total sales by 85%.
- Managed oversea market analysis and pricing; recommended quality/cost-related engineering changes which allowed Baxco to compete overseas.

1984 – 1992 OTIS ELEVATOR COMPANY – Bloomfield, Connecticut
Senior Design Engineer (1989-1992)
Field/Design Engineer (1984-1989)

Progressive responsibilities for the leading U.S. elevator manufacturer:

- Developed contract-specific engineering designs for conversion of relay logic to the latest microprocessor based control technology.
- Recognized as company's top troubleshooter and field engineer.

- Extensively utilized during 1989-92 in technical sales support capacities.
- Ensured adherence of product with federal (ANSI) regulations.

1982 – 1984 BAXTER ELEVATOR – Dallas, Texas
Field Engineer

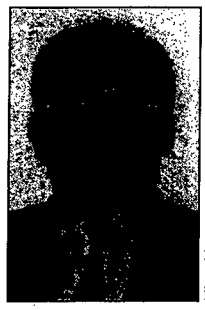
- Diverse troubleshooting, installation and maintenance responsibilities; worked on all major elevator brands.

'Round the Elevator World

PROMOTION AT BAXCO

Richard E. Baxter, president of Dallas-based Baxco, informs of the promotion of Essie E. Mianabi to Vice President of International Sales.

Mianabi earned his Electrical Engineering degree from Louisiana State University and joined Baxter & Sons as a field engineer in 1983. He served with Otis Elevator Company in Bloomfield, Connecticut, leading a design team involved with SCR drives and motion control packages. After eight years and attaining the position of Senior Modernization Design Engineer, Mianabi joined Baxco as Senior Sales Engineer, formulating proposals and negotiating in domestic and international markets. His Masters in Electrical Engineering was received in 1990 from Western New England College.


Mianabi

CANTON ACQUIRES PROPERTY

Canton Elevator of Massillon, Ohio has solidified their position in the industry by purchasing property leased in 1986. Beginning in Canton, Ohio in 1946 as a service, maintenance and installation contractor, the firm sought to expand in 1976 beyond a tri-state area, undergoing a major reorganization guided by President Harry Martinson. The new focus on OEM manufacturing required a capital equipment program and the adding of engineering expertise. Burt


Canton Acquires Property

Spaethe was brought in during 1984 as Vice President and Chief Engineer, providing Canton with 30 years of hydraulic engineering experience.

A significant change in 1986 saw the service side of the business sold and operations moved to Massillon. Martinson says, "The relocation wasn't so distant that we had to train new people. We kept the same craftsmen in the sh and were able to stay on top of our quality control progra

Today, Canton Elevator produces holeless and direct a tion hydraulic elevator packages for passenger and freig applications, delivering as far away as Australia and t Middle East. A recently-introduced economic package, t "Tradesman," has enjoyed wide acceptance and now rep sents 35% of annual sales.

In charge of operations, Executive Vice President Jo Visner needed to specify purchases, schedule fabricatio and ship products at an accelerated pace. Today, Can Elevator's system provides finite data control on virtua every aspect of the operation. Visner says, "Our new Trad man package was planned, designed and implement right down to the nut and bolt inventories, electronical

Although most of Canton Elevator's products satisfy n mal building installations, Martinson and Spaethe have po tioned the operation to accommodate unique requests. re-engineering of existing designs (to conform to U.S. Co Guard regulations) allowed holeless elevators to be rece ly installed aboard new casino riverboats on the Mississi

EXECUTIVE DIRECTOR NAMED TO EESF

The Board of Regents of the Elevator Escalator Saf Foundation announced the appointment of Ray Lapierre the Foundation's first Executive Director. Assuming the time position October 1st, he will implement the expan Safe-T Rider© and fund-raising programs. Lapierre sp over 22 years in the U.S. Air Force, finally directing Mo Welfare and Recreation, a department of 700 emplo serving over 150,000 clients, newborn to the elderly a yearly budget in excess of $15 million. During that t Lapierre became involved with non-profit organizations and served in various Board and allocation positions for the United Way. He has served as Vice-President for Finance for the National Employee Services and Recreation Association (NAESRA), Vice-President of Finance for Caregivers, Inc., Finance Chairperson for Mobile United and Chairman of the Mobile Community Grants Roundtable. He has had extensive experience operating and financing non-profit organiz and previously served in the position of EESF Coord for six months. Lapierre has also developed consid Total Quality Management expertise in his consultan ness over the last five years. Lapierre received a B the University of Massachusetts at Lowell, a Masters from St. Louis University and the equivalent of a M Degree in management/administration from Air Uni Maxwell Air Force Base, Alabama.



OTIS/UKRAINE JOINT VENTURE

Otis Elevator Company and the Ukraine State C tee on Housing and Community Services have formed venture to manufacture, install and maintain elevator Ukraine. Government authorities in the Ukraine ha cially registered the joint venture.

Otis will have a 51% share in the new company, U headquartered in Kiev. The new entity's facilities in Kiev factory, branch office and service center, plus nance operation in the Ukraine's other largest cities.

Con

A & F ELEVATOR CO., INC.

620 Easy St.
Garland, TX. 75042
Ph: 972.272.8636
Fax: 972.272.5928

TECHNICIAN RESUMES

These are just some of the technicians that comprise our service team and will be providing you with professional, experienced and courteous service.

Joe Garcia – Technician

Employment History:

- 1996 – 1998: Express Mechanics; repair and service all types of cars, including electrical, mechanical, A/C, engine replacement and brake systems.
- 1998-2000: S&S Electrical Co.; installation and servicing of all types of electrical and heating and A/C systems for commercial and residential buildings.
- 2000- Present: A&F Elevator Co., Inc.; installation, service, maintenance, adjustments and troubleshooting for all types of hydraulic and traction systems from relay logic to latest microprocessor controllers.

Areas of Expertise:

- Relay Logic Control System
- Microprocessor- based Controls
- AC/DC Machines
- SCR Silicon Control Rectifiers
- VVF Open and Closed Loop Systems

Education:

- Associate Degree in Electronics – Devry University
- Specialty Training of Solid State Drives – Elevator Control Systems

Sorosh H. Zadeh – Supervisor/Technician

Employment History:

- 2000-Present: A&F Elevator Co., Inc.; installation, service, maintenance, adjustments and troubleshooting for all types of hydraulic and traction systems from relay logic to latest microprocessor controllers. Specialist in all microprocessor systems. Trains all new mechanics and assistants on new systems.

Areas of Expertise:

- Relay Logic Control Systems
- Microprocessor-based controls
- AC/DC Machines
- SCR Silicon Control Rectifiers
- VVF Open and Closed Loop Systems

Education:

- University of Tehran – Bachelors of Science, Industrial Engineering

Aziz Moghadam – Field Engineer/Technician

Employment History:

- 1991-1998: Self employed residential electrical contractor.
- 1994-1998: High Tech Motion Controls; Supervisor of production and quality control of hydraulic and traction microprocessor controllers.
- 1998–Present: A&F Elevator Co., Inc.; installation, service, maintenance, adjustments and troubleshooting for all types of hydraulic and traction systems from relay logic to latest microprocessor controllers.

Areas of Expertise:

- Relay Logic Control System
- Microprocessor-based Controls
- AC/DC Machines
- SCR Silicon Control Rectifiers

Education:

- Southwestern Christian College
- Prairie View A&M University – Bachelor of Science , Electrical Engineering

Josef Kardani – Field Engineer/Technician

Employment History:

- 1995-1997: Co-founder of elevator parts manufacturing company - Moscow.
- 1997-2002: Atlasco Elevator; field supervisor and parts specialist – repair and ordering of parts and complete systems. Completed field evaluations, scheduling, and production control.
- 2003-Present: A&F Elevator Co., Inc.; installation, service, maintenance, adjustments and troubleshooting for all types of hydraulic and traction systems from relay logic to latest microprocessor controllers.

Areas of Expertise:

- Relay Logic Control System
- Microprocessor-based Controls
- AC/DC Machines
- SCR Silicon Control Rectifiers

Education:

- University of Tehran - Associate Degree, Electrical and Mechanical Engineering

A & F ELEVATOR CO., INC.
SINCE 1972

620 Easy St.
Garland, TX. 75042
Ph: 972.272.8636
Fax: 972.272.5928

SALES: 1-866-596-2940

Objective

Our mission is to be your number one choice; to maintain and service your elevators, installations and modernizations.

About A&F Elevator Company

A&F Elevator Company is a company with 50 years of experience mixed with the knowledge of newest technology. We can take our customers and your elevators to a new level of vertical transportation. Founded in 1972 by Jerry Allen, A&F Elevator Company has gained many years of respect in the elevator industry and with our customers. We have experience working on all types of existing elevators manufactured by Otis, Dover, Schindler, Westinghouse, Baxco, and others. We are equipped to work on control systems from the oldest relay logic to the latest type of microprocessor controllers installed in traction and hydraulic elevators.

We are proud to introduce the best field operational team who are qualified to work and maintain the following types of elevators:

*Otis – 401, 411, Gamma D, LRV 3 & 5
*Schindler – all types
*Dover – DMC, T1, T2, T3, T4 and others
*Montgomery – Miprom and others

*Baxco – all types
*Westinghouse – all types

Second level of specialty at A&F Elevator Company is to provide non-proprietary products to current elevator technology. We are happy to introduce the latest package converting all brands of proprietary equipment to non-proprietary products. This can be done on existing hydraulic and traction elevators with minor changes. Having non-proprietary equipment gives you the freedom of choosing elevator services and replacement parts freeing you from the high cost of proprietary equipment.

Our construction team is ready to provide you with excellent service for new construction and modernization of a) commercial, traction, and hydraulic elevators; b) residential elevators; c) wheel chair and handicap equipment.

For more information, quotations and details, do not hesitate to call our sales team:

* Essie Mianabi
* Joe Garcia
* Aziz M. Kardani
* Tara N. Jam

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
http://www.license.state.tx.us

If you cut around the border of the registration certificate it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this page should be prominently displayed at your primary business location.

A AND F ELEVATOR
ESSIE MIANABI, VICE PRESIDENT
5814 BROOKLINE DRIVE
ROWLETT TX 75088

Frank Denton
Chair

LuAnn Morgan
Vice Chair

Mike Arismendez
Lewis Benavides
Fred N. Moses
Lilian Norman-Keeney
Deborah Yurco

Elevator Contractor

A AND F ELEVATOR

Registration Number: 20037

The company named above is regulated by the Texas Department of Licensing and Regulation

Registration Expires: MARCH 13 2010

William H. Kuntz
Executive Director

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Building & Procurement Commission (TBPC), hereby certifies that

A & F ELEVATOR CO., INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 14-JUL-2007, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1752740335000
File/Vendor Number: 50992
Approval Date: 09-JUL-2007
Expiration Date: 09-JUL-2011

Paul A. Gibson
HUB Certification & Compliance Manager
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

ESSIE MIANABI

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

N/A

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

N/A

7

Signature of person doing business with the governmental entity

02/10/09

Date

A & F Elevator Company

Inc.

Safety and Health Program

Site Specific Project
For

License #20037

Essie Mianabi
620 Easy Street
Garland, Texas 75042

EMERGENCY CONTACTS	
Ambulance:	911
Police:	911
Fire / Rescue:	911
Poison Control:	

Alternate Emergency Numbers	
Ambulance:	
Police:	
Fire / Rescue:	

Hospitals

Hospital	Address	Phone Number

OSHA	800-321-6742
OSHA Regional (Texas)	214-767-4731
Severe Weather Reporting	
Disaster Services	
A & F Elevator Home Office	877-851-1460

Utilities	
Electric	
Gas	
Water/Sewer	

MSDS Location(s)

On site

First Aid Kit Location(s)

On site

Fire Extinguisher Location(s)

On site

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SECTION I - SAFETY POLICY

The safety and health of each A & F Elevator Company, Inc. employee is of primary importance to us. A & F Elevator Company, Inc. is committed to maintaining a safe and healthful working environment. Management will provide all necessary safeguards, programs, and equipment required to reduce the potential for accidents and injuries.

This program is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained at our office, and maintained at each independent work site. It is the intent of A & F Elevator Company, Inc. to comply with all laws relating to occupational safety and health. To accomplish this, we require the active participation and assistance of all employees. The policies and procedures contained within are mandatory.

No employee is required to work at a job that he or she knows is not safe. Never hesitate to inform your foreman or supervisor of any potentially hazardous situation or condition that is beyond your ability or authority to correct immediately. No employee will be discriminated against for safety concerns to management.

It is the responsibility of each employee to support the company safety program and to perform in a manner that assures his or her own personal safety and the safety of others, including customers, visitors, and other trades.

To be successful in our endeavor, all employees on every level must adopt proper attitudes towards safety and health. We must cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworkers. Through such an effort this safety program is successful.

Our objective is a safety and health program that will reduce the total number of injuries and illnesses to an absolute minimum. Our ultimate goal is zero accidents.

Take the time to think, act, and work safely; for yourself, your family, and your co-workers at A & F Elevator Company, Inc.

Signature: _____ Date: _____

Essie Mianabi (General Manager)

SECTION II - RESPONSIBILITIES

Business Leader

A & F Elevator Company, Inc. is committed to maintaining an effective Safety and Health Program.

This written safety program is chartered in accordance with the requirements of OSHA which states, "The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury." – OSHA Title 29 CFR, Part 1926, Subpart B, Paragraph 2.

This Safety and Health Program is reviewed and updated annually.

Primary responsibility for implementation of this Safety and Health Program lies with Essie Mianabi (General Manager).

Supervisors

These are the minimum safety responsibilities for all management and supervising personnel. A & F Elevator Company, Inc. senior staff member, managing supervisor, and work group leader will be expected to:

1. Develop and enforce Safety Regulations, Safety Rules, and Safe Work Practices.
2. Set the tone for safety by personal example through demonstrating your commitment to performing duties in the safest way (example: wearing personal protective equipment such as hard hats).
3. Participate in Safety and Health Committee meetings when requested to do so.
4. Schedule and conduct safety briefings and weekly tailgate/payday meetings with employees on a regular basis.
5. Conduct scheduled and unscheduled work site inspections.
6. Correct or initiate corrective actions for any unsafe conditions or behaviors in a timely manner.
7. Stop work where a high risk safety hazard exists until the hazard can be abated.
8. Ask for employee suggestions for improving work place safety.
9. Establish and follow A & F Elevator Company, Inc. policy in disciplining those who break safety rules. Disciplined employees will be treated firmly, but fairly.
10. Recognize employees who are safety conscious. Provide employee recognition for positive contributions. (awards, plaques, etc.)
11. Provide suggestions and feedback to the Safety and Health Committee.
12. Perform, or delegate, documented equipment inspections. Providing resources to maintain and enhance our Company's Safety and Health Program.
13. Recognizing hazards; assess the effects on employees (assess risk); initiate processes for controlling exposures, and implement methods for evaluating the effectiveness of hazard control measures.
14. Setting excellent examples and providing instructions to ensure that employees understand and follow safe practices and procedures.
15. Investigative techniques for reviewing work-related injuries and illnesses to identify and initiate corrective actions for avoiding similar recurrences.

Employees

Minimum safety responsibilities for all employees:

Each employee is expected to:

1. Comply with the A & F Elevator Company, Inc. code of conduct.
2. Identify and notify supervisors of any hazards on the job site.
3. Assist fellow employees to prevent accidents.
4. Attend scheduled training sessions and tailgate/payday meetings.
5. Know emergency procedures.
6. Report all accidents and injuries.
7. When unsure how to do any task safely, ask the supervisor.

A & F Elevator Company, Inc. Safety Management Team

General Manager: Essie Mianabi
Supervisor: Sorosh H. Zaeeh
Mechanic/Installer: Joe Garcia
Assistant: Daniel Muniz
Assistant: Shahab Mirik

SECTION III - JOB SAFETY ANALYSIS/HAZARD ASSESSMENTS

Hazard Identification Process

The policy of A & F Elevator Company, Inc. is to conduct self audits and inspections to identify and correct unsafe conditions of practices which may result in injuries or property loss. In order to accomplish this A & F Elevator Company, Inc. will identify the scope of work being performed. We accomplish the tasks in the performance of the job:

Procedure Step	Hazards	Contingencies/Control Measures
Set up work area	Initial Identification of hazards/assessment not complete	Check in with security
		Employees trained in proper procedures
		Employees wearing proper PPE
		Tailgate/toolbox meetings
		Lockout/tagout plan in place
		Adequate lighting
	Traffic Open hoistway door unguarded	"Out of Service" signs in place
		Prevent the doors from operating while working on the elevator
		Do not allow other trades to work in the hoistway above and below you
		Company-approved warning signs posted where necessary
		Barricade positioned to restrict public access to the hoistway where doors are open greater than 5 in.
		Barricade a minimum of 42 in. high
		Barricade securely attached to the entrance frame, hoistway wall and/or floor
		All barricade sections connected
		System in place to keep the barricade rigid
	Communication channels not clear	Two-way radio communication cleared
	Debris	Work area clean
		Walkways clear
		Regular waste disposal schedule
		Oily or chemically-soaked rags kept in approved containers, removed from the jobsite periodically and disposed of properly
	Noise	Battery operated tools

Procedure Step	Hazards	Contingencies/Control Measures
Pit/Car Top Entry and Exiting	Inadequate refuge space Inadequate lighting Improper access Tripping hazards Unsafe or lack of pit ladders Moisture/water/oil Moving equipment	Employees trained
		Pit/Car Top assessed before entry
		Lockout/tagout procedure used
		Lighting provided
		Safety procedures in place
Cleaning pit, car top, machine room floor, etc.	Lacerations or punctures from sharp objects	Proper PPE worn (gloves)
		Broom, shovel, dust pan used
		Pit has adequate guards, covers, is dry, and there is safe access and egress
Work on hydraulic power units, pump, motor, belts, and sheaves	Pinch points Being pulled into moving parts Hot hydraulic oil/severe burns	Employees trained in proper procedures
		Mainline disconnect switch is in the "off" position and locked and tagged out.
Communication	Inside Outside Pit Machine room	One worker in/One worker out
		Radio communication with worker in elevator
Hazard Communication	Asbestos	Customer has identified all areas containing asbestos
	Lead	Customer has identified all areas containing lead paint
	Chemicals	Hazard Communication in place
		Chemical inventory list
		Containers properly labeled
		MSDS's readily available
Confined Space	Toxic atmosphere/gasses/dusts	Sampling has been conducted to ensure safe atmosphere
		Employees trained
Fire Extinguishers	Fires	Fire extinguishers available/charged
		Wood/paper products or rubbish not in pit or machine room
		No smoking allowed
First Aid	Injuries	Location of first aid station (or kit) identified
		Trained personnel identified

Procedure Step	Hazards	Contingencies/Control Measures
		Testing and troubleshooting
Electrical	Electrical shock Burns Arc Flash	may be done live, but repairs can only be done when system has been properly de-energized or circuits isolated
		Lockout/tagout procedures followed
		All circuits treated as LIVE unless tests prove otherwise
		Jumpers brightly colored, easily identifiable and long and conspicuous
		Jumper Log established to ensure that affected personnel are aware of the safety circuits which are not functioning
	Accidental starting of equipment	"Do Not Start" tag with the employee's name utilized
		Open mainline power disconnect switch to shut off power
		When it is impossible to lock the switch, assurances made that the circuit is deactivated and tagged out
Lifting	Back injuries	Proper lifting techniques
		Laddervator used
Hand Tools	Defective tools Cuts Punctures	Tagged with company approved tags and removed from use
		Employees maintain hand tools in good condition at all times
		Tool belt utilized
Clean up	Traffic	All tools, equipment taken from jobsite
	Electrical	All power disconnected at end of day
		Lockout/Tagout in place
Work Completed		Before equipment is placed back in service, all locks and tags removed and account for any jumpers used
		All door and safety circuits tested to ensure they are operating
End of Day	Slips, Trips, Falls	Make sure all equipment and tools are accounted for and properly secured

A & F Elevator Company, Inc. worksite and process reviews are excellent management tools for keeping informed on overall work conditions. Our system for identifying and evaluating hazards in the workplace includes scheduled periodic inspections to identify unsafe conditions and behaviors as follows:

- Weekly documented safety audits (self-inspections) and daily worksite walkthrough inspections.
- A & F Elevator Company, Inc. employees are expected to bring hazardous conditions to the attention of their supervisors and/or Essie Mianabi.

Self Inspection Process

Weekly inspections are performed to identify potentially unsafe conditions, construction operations, and work practices. The purposes of these inspections are to identify and correct unsafe conditions and behaviors.

The results of surveys or the reporting of unsafe conditions and unsafe acts on the part of an employee are of valuable assistance to management. Suggestions will be thoroughly investigated and employees will be commended for their efforts.

Types of Surveys

1. Planned Safety Inspections are to be conducted by the Site Supervisor on a weekly basis.
2. Special Surveys are surveys that are used when there is a change in operations, equipment, and work sites. Other examples of activities requiring special surveys may include (but not limited to):
   - Installation of special equipment
   - New operations or work procedures are established
   - Work is relocated or revised
   - New construction or remodeling is in progress or completed
   - Any special or unusual problem arises

Special Survey

Work Area Hazards Review

Inspector: _____

Date: _____ Area(s) visited: _____

Work Area Hazards Review	DEFICIENCY		
	YES	NO	Complete/ Follow Up
Preparation			
Area cleared of debris			
Communication with other trades			
Staging area accessible			
Installation area accessible			
Employee Actions			
Needs training/retraining for equipment/tools			
Improper lifting/pushing/pulling/carrying			
Improper lockout/tagout procedures			
Communication channels not clear			
Personal Protective Equipment			
Eyes/Face			
Hands			
Respiratory			
Hearing			
Head			
Foot			
Fire Protection and Prevention/Emergency Response			
Portable extinguishers on site			
Extinguishers charged			
First Aid Kit on site			
Emergency Response plan up-to-date			
Housekeeping/Containment			
Barricades/Warning signs			
Tools secured			
Debris cleared			
Walking/Working surfaces			
No tripping hazards			
Fall protection utilized above 6 when exposed			
Holes covered			
Electrical			
Lockout/Tagout in place			
De-energized			
Circuits isolated			

Work Area Hazards Review	DEFICIENCY		
	YES	NO	Complete/ Follow Up
Materials			
Wire			
Equipment			
Drills			
Grinders			
Meters			
Hand tools			
Wrenches			
Pliers			

*Where "X" is indicated in the "Yes" column, there must be documentation of completion or follow up.

All employees are to conduct job site surveys at all times.
All employees are encouraged to be observant and report all unsafe conditions and acts.

A & F Elevator Company, Inc. Employee Safety Information Form

This form is for use by employees who wish to provide a safety suggestion or report an unsafe workplace condition or practice.

Description of Unsafe Condition or practice

_____

_____

Cause or Other Contribution Factors

_____

_____

Employee Suggestion for Improving Safety

_____

_____

Has this matter been reported to the supervisor? Yes ☐ No ☐

Optional

_____

Employee Name (optional) Date

A & F Elevator Company, Inc. employees who report unsafe conditions are protected by law. It is illegal for an employee to take any action against an employee in reprisal for exercising rights to participate in communications involving safety.

A & F Elevator Company, Inc. will investigate any hazard report or question as required by the Safety and Health Program General Industry Safety Order and will respond accordingly.

Corrective Action Process

1. All unsafe conditions and unsafe acts should be listed clearly and concisely using the company inspection form following up with a written report.
2. Recommendations should be developed to correct unsafe conditions or acts.
3. Recommendations are reviewed by the Safety Committee and forwarded to the management team for review or implementation.
4. Serious hazards are to be reported and acted upon immediately; minor conditions are addressed through our standard facility maintenance procedures.
5. Results of findings and corrective actions taken will be shared with employees through safety meetings, bulletin boards and at safety talks.

Safety Training

It is our policy to ensure that adequate employee training is provided to enhance employee safety and meet regulatory training requirements.

Employee Safety Training

A & F Elevator Company, Inc. will make every reasonable effort and available means to keep our personnel trained and informed in safe work practices.

Safety training is provided initially as part of the employees' personnel orientation process and subsequently by the employee's supervisor.

Key elements of A & F Elevator Company, Inc. safety training program include:

- Review of the company's safety policy during initial orientation.
- Review of the company's safety rules and safe work practices with the employee by her/his supervisor prior to the commencement of work.
- Supervisory and management training as part of the Safety and Health Committee meetings and/or through special sessions and seminars.
- Documentation of formal safety education and training as part of A & F Elevator Company, Inc. Employee Training Program.

Training Program Requirements

Employee safety training is required at the initial orientation; when employees receive a change in job task requiring new orientation; when employees are exposed to new substances, processes, procedures or equipment and whenever A & F Elevator Company, Inc. receives notification of a new or previously unrecognized hazard.

Supervisor's Responsibility for Training Employees

Each supervisor is required to assure that employees under their direction are trained in the proper and safe way to perform their jobs.

From time to time supervisors will receive supervisory training sponsored by our company or other qualified sources.

General safety orientation will be provided as part of the personnel orientation process.

Each supervisor will ensure that every employee has read the A & F Elevator Company, Inc. Safety Program that applies to his/her job.

Supervisors are to take time to go over the written safety rules with every new employee.

A standard checklist form is provided to facilitate this activity.

All training activities undertaken must be documented by use of the Employee Training Checklist or a similar form.

SECTION IV - TRAINING

The following training classes are required for employees:

1. Safety Orientation
2. Hazard Communication
3. Electrical
4. Lockout/Tagout
5. Confined Spaces
6. Hand/Power Tool Safety
7. Ladder Safety
8. Fall Protection

Specific Information for Each Employee

Each employee needs to know and understand the following:

- No employee is expected to undertake a job until he/she has received instructions on how to do it properly and has been authorized to perform the job.
- No employee should undertake a job that appears to be unsafe.
- All safeguards provided for machinery and equipment must be kept in place. Otherwise, the machinery or equipment is not to be operated.
- Employees are required to report any unsafe conditions to their Supervisor.
- Any injury or illness must be reported to your Supervisor immediately. Our safety rules are a condition of employment and must be understood and followed by every employee.

New Employee/Employee Safety Training Checklist

Employee Name: _____

Job Title: _____

Training Date: _____

Work required: _____

Hire Date: _____

Trainer: _____

1.	Company Safety Policy Statement	( )
2.	Safety Policy Enforcement Procedures	( )
3.	Employee Rights/Responsibilities	( )
4.	Pamphlet on workers' comp given to employee	( )
5.	Report Accidents to Supervisor	( )
6.	Report Unsafe Conditions to Supervisors	( )
7.	Proper Lifting Techniques Demonstrated	( )
8.	Tour work area, point out hazards,	( )
9.	First Aid Kit, Fire Extinguishers, etc.	( )
10.	Emergency response/Evacuation Procedure	( )
11.	Hazard Communication	( )
12.	Code of Conduct	( )
13.	Safety Rules for specific equipment	( )
14.	Accident report forms	( )

Other specific safety training:

15.	Electrical	( )
16.	Lockout/Tagout	( )
17.	Confined Spaces	( )
18.	Fall Protection	( )
19.	Ladder Safety	( )
20.	Hand Tool/Power Tool Safety	( )

Employee's Signature_____

Supervisor(s) Signature_____

SECTION V - EMPLOYEE COMMUNICATION

Safety communications are essential to providing employees with instructional updates about the A & F Elevator Company, Inc. safety program requirements.

Communication provides a way that employees can provide feedback and input useful in developing new safety programs.

Our system for communicating with employees on Safety and Health matters includes:

- Weekly Documented Tailgate/Payday Meetings.
- Periodic memos or other correspondence (e-mails) to employees from the company supervisor, and/or Safety Coordinator.
- A safety suggestion box which allows employees to offer anonymous comments and suggestions related to health or safety matters without the fear of reprisals.
- Injury-free workdays are posted acknowledging the safety performance of the general employee team.
- Safety materials are posted on bulletin boards.
- Regular safety meetings are to be conducted, providing employees with on-going opportunities for discussing safety issues.
- Formal safety reviews are conducted regularly as part of our Safety and Health Committee Meetings.
- A & F Elevator Company, Inc. Safety and Health Program address important safety issues and promote employee involvement and input.

SECTION VI - CODE OF CONDUCT

Proactive management includes supervisory leadership and control to change unproductive activities.

Conformance with safety policies, rules, and regulations is a necessary component of our Safety Program.

Safety rules and regulations are reviewed with employees by their supervisors and are part of the documented Employee Safety Training Process.

Supervisors understand and enforce safety rules as a part of their job.

This process may involve coaching, counseling, verbal/written reprimands, discipline in the form of suspension or termination.

When appropriate, documented verbal warnings and reprimands will be issued and carried out by supervisors.

Failure to follow any of the Safety Rules or Safe Work Practices will result in disciplinary action.

All discipline will be documented in the employee's folder.

Discipline may be more severe depending on the first offense, but will normally be administered as follows:

1. First Offense: Verbal Counseling
2. Second Offense: Written Warning
3. Third Offense: Written Warning with Suspension
4. Fourth Offense: Termination

Independent Employee Act

There are 4 elements that an employer must prove by a preponderance of the evidence.

Failure to prove any one of the elements negates the defense.

- The employer has a well-devised safety program which includes training employees in matters of safety respective to their particular job assignments.
- The employee must sign to document acknowledgement and understanding of the safety rules.
- The employer effectively enforces the safety program (uses discipline to enforce).
- The employer has a policy of sanctions against employees who violate the safety program.
- The employee caused a safety infraction, which he or she knew was contra to employer's safety requirement.

Safety Rules: It is the responsibility of each worker to obey all company safety rules and to use all required safety equipment.

1. Report all injuries to your supervisor immediately, no matter how minor.
2. Learn the hazards of your job by discussing them in detail with your Supervisor.
3. Bring any new hazards you observe to the attention of your Supervisor.
4. Develop a daily routine of checking your job area, tools, and equipment, for any potential hazards or deficiencies.
5. Maintain a clean and orderly work place. Clean up all spills immediately.
6. Check equipment daily and report all defective tools and equipment, and/or dangerous work conditions to you supervisor.
7. Never use equipment that appears to be defective, or does not operate properly.
8. Do not circumvent any equipment guards.
9. Wear all Personal Protective Equipment, (i.e. hard hat, safety eyewear, safety footwear, protective gloves, high visibility vests, knee pads, etc.) as required by your position or the job task.
10. Become familiar with the performance limitations of your tools and equipment.
11. Provide suggestions concerning safety to your Supervisor.
12. Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.
13. Know the location of fire and safety exits. Learn the location of first aid kits and fire extinguisher equipment in your work area.
14. Each employee is expected to be responsible for his/her own safety and at the same time to exercise care to avoid injury to his fellow workers and others.
15. Always perform your job task in a safe manner.
16. Walk; do not run in work areas.
17. Never horseplay or play practical jokes.
18. Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
19. Observe all warning, caution, and danger signs as well as safety and health notices.
20. Always face the ladder, use the three point contact (one foot and two hands or vice versa), and never carry loads or objects that could cause you to lose your balance and fall.
21. Take care with loose clothing or dangling jewelry i.e., earrings, chains, necklaces, bracelets, etc. while working around equipment/machinery.
22. Smoking is not permitted near flammables, combustibles, and inside any building.
23. All employees will stay alert to traffic from other trades.
24. All employees will wear fall protection equipment when applicable.
25. Wear your seat belt when driving vehicles.

SECTION VII - RECORDKEEPING

All OSHA related documentation will be maintained for three (3) years. These records will be available on each job site. Examples of these forms include, but are not limited to:

1. Inspection Forms
2. Tailgate Meetings
3. Training documentation and related syllabi
4. Submitted hazard reports
5. OSHA 300 Log
6. Incident Reports
7. Near Miss Reports
8. Safety and Health Program
9. Material Safety Data Sheets (MSDSs)

All Health related information will be retained for thirty (30) years following termination of the employee.

Health related records are also protected under the Health Insurance Portability and Accountability Act (HIPAA).

Examples of these records include, but are not limited to:

1. Hearing examinations
2. Occupational physicals
3. Pulmonary function tests (spirometer tests)

SECTION VIII - ACCIDENT RESPONSE AND INVESTIGATION

All OSHA recordable injuries and illnesses will be investigated by the injured or ill employee's immediate supervisor. Accident investigation reports will be reviewed by site management.

Training in accident investigation techniques will be provided initially to all management personnel.

This training will be repeated on a periodic basis but at least every three years.

WARNING: Before a rescue is attempted, determine that the hazard (that caused the incident) no longer exists.

Two out of three fatalities are would-be rescuers.

1. Render first aid – when SAFE to do so
2. Call 9-1-1 if necessary
3. Contact Owner Authorized Representative (OAR) at (_____) _____ within 24-hours (unless serious in nature.
4. Contact _____ if incident is serious in nature (requires ambulance, fire department, or police response) at _____.
5. Complete the *Worker Compensation Form*.
6. Contact OSHA within 8-hours if serious injury at (_____)_____
7. Call _____after completing the *Worker Compensation Form*, at (_____)_____
8. Conduct an investigation and document it.

Accident Investigation

All work-related accidents will be investigated by the foreman, superintendent, project manager or other designated individual in a timely manner. This includes minor incidents and "near accidents", as well as serious injuries.

An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

Responsibility for Accident Investigation

Immediately upon being notified of an accident, the foreman, superintendent, project manager or other designated individual must conduct an investigation.

The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence; not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

The Purpose of Accident Investigations:

- To prevent or decrease the likelihood of similar accidents.
- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

What Types of Incidents Do We Investigate

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

Procedures for Investigation of Accidents

Immediately upon being notified of an accident the foreman, superintendent, project manager or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed;
2. Provide for needed first aid or medical services for the injured employee(s).
3. If possible, interview the injured worker at the scene of the accident and verbally "walk" him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.
4. Report the accident to the office at A & F Elevator Company, Inc. Accidents will be reported by the office to the insurance carrier within 24 hours. All serious accidents will be reported to the carrier as soon as possible.
5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
7. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than 24 hours must be reported to OSHA immediately.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
9. Every investigation must also include an action plan. How can such accidents be prevented in the future?
10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

Accurate and Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event
- Use open-ended questions

Questions to Ask

When investigating accidents, open-ended questions such as who?, what?, when?, where?, why?, and how? will provide more information than closed-ended questions such as "Were you wearing gloves?"

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?
- Where did it happen?
- Why was the employee assigned to do the job?

The single, most important question that must be answered as the result of any investigation is:

"What do you recommend be done (or have you done) to prevent this type of incident from recurring?"

Once the Accident Investigation is completed:

- Take or recommend corrective action
- Document corrective action
- Management and the safety coordinator will review the results of all investigations
- Consider safety program modifications
- Information obtained through accident investigations can be used to update and improve our current program

BLANK FORMS

EMERGENCY RESPONSE PLAN

RESCUE AND MEDICAL DUTIES

The following personnel are certified and trained in both CPR and general first aid.
These persons are to be contacted as specified in the "General Emergency Training":

Name and Title	Phone Number

REPORTING EMERGENCIES

The following personnel have the duty of contacting public responders to come to the emergency scene. The personnel are listed in descending order of availability:

Name and Title	Phone Number

ALARM SYSTEMS AND NOTIFICATION OF EMERGENCIES

In the event of a workplace or facility emergency, employees will be notified as follows:

Identify method(s) of notification:

TYPES OF EVACUATION

OSHA requires this Company to have an established system of types of evacuation to follow for different emergency circumstances.
The following listing represents company policy for various emergency situations:

PARTIAL EVACUATION: Code Yellow – 3 rings or horn blasts: RESPONDERS (trained extinguisher personnel and trained rescue and medical personnel)

FULL EVACUATION: Code Red – 4 rings or horn blasts: RESPONDERS (n/a)

NOTE: If there is more than one evacuation type, the alarm signal for each must be distinctive.

OTHER: (describe)

OTHER: (describe)

PUBLIC EMERGENCY RESPONSE INFORMATION

Ensure that 911 emergency services cover the area this Emergency Action Plan covers.

Local Police Department:

Local Fire Department:

Local Ambulance/EMS:

Local Hospital:

FURTHER INFORMATION

For further information or explanation about any duties under this Plan, contact:

Name and Title:

Name and Title:

This Emergency Action Plan is authorized and approved by:
(Name and Title)

Signature

A & F Elevator Company, Inc.	Job Location:
Street Address:	
City:	State: ZIP Code:
Prepared By:	
Title:	Phone Number:
Signature:	Date:

PURPOSE

This plan is for the safety and well-being of the employees of A & F Elevator Company, Inc.

It identifies necessary management and employee actions during fires and other emergencies. Education and training are provided so that all employees know and understand the Emergency Action Plan.

LOCATON OF PLAN

The Emergency Action Plan can be found at the station or office of each: (Foreman, Supervisor, etc.)

A copy is also maintained in THE COMPANY general offices.

Upon request, an OSHA representative may obtain a copy of the plan from: Essie Mianabi

EXIT ROUTES

Draw a diagram of jobsite or facility exit routes in space below:

Locate meeting place or "Roll-Call" area on above diagram:

ACCOUNTING FOR EMPLOYEES

After exiting jobsite or facility, all employees are to assemble for "Roll-Call" at this location:

Note location on above diagram

The following persons are responsible for ensuring that employees comply with this requirement:

Name and Title: Essie Mianabi

Name and Title:

CRITICAL OPERATIONS

To minimize damage from the emergency, the following personnel are responsible for shutting down the listed critical operations:

Personnel Names	Critical Operations

As soon as shutdowns are completed, the employees who performed critical operations must take the nearest exit route in accordance with general emergency procedures.

Employee's Report of Injury Form

Employees must use this form to report all work related injuries, illnesses, or "near miss" events (which could have caused an injury or illness) – no matter how minor. This helps us to identify and correct hazards before they cause serious injuries. This form must be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related: ☐ Injury ☐ Illness ☐ Near miss

Your Name:

Job title:

Supervisor:

Have you told your supervisor about this injury/near miss? ☐ Yes ☐ No

Date of injury/near miss:	Time of injury/near miss:

Names of witnesses (if any):

Where, exactly, did it happen?

What were you doing at the time?

Describe step by step what led up to the injury/near miss:

What could have been done to prevent this injury/near miss?

What parts of your body were injured? If a near miss, how could you have been hurt?

Did you see a doctor about this injury/illness? ☐ Yes ☐ No

If yes, whom did you see?	Doctor's phone number:
Date:	Time:

Has this part of your body been injured before? ☐ Yes ☐ No

If yes, when?	Supervisor:
Your signature:	Date:

Supervisor's Accident Investigation Form

Name of Injured Person _____

Date of Birth _____ Telephone Number _____

Address _____

City _____ State _____ Zip Code _____

(Circle one) Male Female

What part of the body was injured? Describe in detail. _____

_____

What was the nature of the injury? Describe in detail. _____

_____

_____

Describe fully how the accident happened? What was employee doing prior to the event? What equipment, tools being using? _____

_____

_____

Names of all witnesses: _____

_____

Date of Event _____ Time of Event _____

Exact location of event: _____

What caused the event? _____

_____

_____

Were safety regulations in place and used? If not, what was wrong? _____

_____

Employee went to doctor/hospital? Doctor's Name _____

Hospital Name _____

Recommended preventive action to take in the future to prevent reoccurrence:

_____

_____

_____

_____ _____

Supervisor Signature Date

Worker Training Record

Employee Name	Training Date	Type of Training	Trainer

Additional:

AS PER ORIGINAL

[redacted]

To Whom It May Concern:

Re: A&F Elevator Bonding Relationship

Please accept this letter on behalf of A&F Elevator as verification of their fine standing with our agency and Suretec as the bonding company. I have had very satisfactory dealings with this company while acting as their bonding agent. We fully anticipate providing the necessary bonding subject to the Surety Company's final review of contracts that are awarded to our client. After final approval, A&F Elevator will then provide you with bonds from a Suretec, a T-Listed and A.M. Best rated "Excellent".

A&F Elevator is a fine organization with a history of completing projects on time and within budget while also providing excellent workmanship that any owner would be proud of. To our knowledge there have never been any performance or payment issues on any of their jobs. I highly recommend A&F Elevator.

If you have any questions please feel free to call me directly at 972.331.3705.

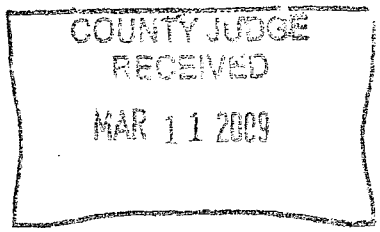
Best Regards,

Brent Baldwin
Vice President
Baldwin Insurance & Bonding

[redacted]

item 24 E 3
3-3-09 Comm Ct

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid:	09-043	24E1
	09-044	24E2
	09-045	24E3
	09-046	24E4
	09-047	24E5
	09-048	24E6
	09-049	24E7
	09-051	24E8
	09-052	24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Toner and Ink Cartridges
BID 09-045

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.

M&B Supplies, Inc.
Legal Name of Contracting Company

Sam Krausz
Contact Person

2 Buchanan Ct. #112 Monroe NY 10950
Complete Mailing Address

845-782-4306 — Telephone Number
845-782-2695 — Facsimile Number

Samkrausz@mbsupplies.com
Email Address

Signature
2/16/09 — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Toner and Ink Cartridges for Fort Bend County BID 09-045

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-045
Cartridges

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: 01/23/09
Issued: 02/04/09

Vendor Information

M&B Supplies, Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

845-782-4306 — Telephone Number
845-782-2695 — Facsimile Number

2 Buchanan Ct. # 112
Complete Mailing Address (for Correspondence)

Monroe NY 10950
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Sam Krausz, President
Authorized Representative and Title (printed)

Samkrausz@mbsupplies.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: SK

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: SH

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: SK

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: SK

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: SK

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: SK

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) or more vendors to provide OEM toner and ink cartridges as specified herein.

Initials of Bidder: _____

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 April 2009 through 31 March 2010**, renewable annually for four (4) years (through 31 March 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REQUIREMENTS:

6.1 Delivery is to be provided at no charge, within five (5) days, inside, to County offices throughout Fort Bend County.

6.2 All deliveries must be made and completed between the hours of 9:00 AM and 4:00 PM. Deliveries made after 4:00 PM may not be accepted.

6.3 Vendor must bid on all items in section for bid to be considered.

6.4 Quantities listed are estimates only. Estimated usage is based on purchases from budget year 2005. Fort Bend County does not guarantee the quantities stated will be purchased.

6.5 No minimum orders, by quantity or dollar amount.

6.6 All prices are F.O.B. Fort Bend County.

6.7 Cartridges must be packaged in the original manufacturer packaging. (i.e. Part numbers listed on this bid are by a specific manufacturer and must be packaged in that manufacturer's packaging.)

7.0 VENDOR SELECTION:

This contract will be awarded to the overall lowest bidder, per section, meeting specifications.

8.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

Initials of Bidder: _____

9.0 SPECIFICATIONS:

Section 1: OEM Color and Photo Ink Cartridges

Description	Color	Unit Price	Est. Qty.	Extended Price
Epson T029201	Tri-Color	$ 19.85 x	8	=$ 158.80
Epson T041020	Tri-Color	$ 21.11 x	12	=$ 253.32
HP - 51625A	Tri-color	$ 30.51 x	2	=$ 61.02
HP - 51640C	Cyan	$ 30.51 x	1	=$ 30.51
HP - 51641A	Tri-color	$ 26.04 x	5	=$ 130.20
HP - 51649A	Tri-color	$ 23.80 x	6	=$ 142.80
HP - C1823D	Tri-color	$ 28.70 x	70	=$ 2,009.00
HP - C4836AN	Cyan	$ 24.600 x	53	=$ 1,303.80
HP - C4837AN	Magenta	$ 24.60 x	45	=$ 1,107.00
HP - C4838 AN	Yellow	$ 24.60 x	47	=$ 1,156.20
HP - C4842A	Yellow	$ 25.24 x	3	=$ 75.72
HP - C4843A	Magenta	$ 25.24 x	5	=$ 126.20
HP - C5010DN	Tri-Color	$ 22.07 x	2	=$ 44.14
HP - C6578DN	Tri-color	$ 24.90 x	587	=$ 14,616.30
HP - C6625A	Tri-color	$ 23.15 x	3	=$ 69.45
HP - C6657AN	Tri-color	$ 24.93 x	140	=$ 3,490.20
HP - C6658AN	Photo	$ 17.43 x	8	=$ 139.44
HP - C8766WN	Tri-Color	$ 18.80 x	2	=$ 37.60
HP - C9363WN	Tri-Color	$ 23.98 x	2	=$ 47.96
HP - C9721A	Cyan	$ 15684 x	10	=$ 1,568.40

Initials of Bidder: SK

Section 1: OEM Color and Photo Ink Cartridges (cont'd):

Description	Color	Unit Price	Est. Qty.	Extended Price
HP - C9722A	Yellow	$156.84 x	10	=$1,568.40
HP - C9723A	Magenta	$156.84 x	11	=$1,725.24
HP - C9731A	Cyan	$232.65 x	10	=$2,326.50
HP - C9732A	Yellow	$232.65 x	10	=$2,326.50
HP - C9733A	Magenta	$232.65 x	10	=$2,326.50
H P - Q2671A	Yellow	$97.71 x	10	=$977.10
HP - Q2672A	Cyan	$97.71 x	10	=$977.10
HP - Q2673A	Magenta	$97.71 x	10	=$977.10
Ricoh GC21CH	Cyan	$58.50 x	10	=$585.00
Ricoh GC21MH	Magenta	$58.50 x	10	=$585.00
Ricoh GC21YH	Yellow	$58.50 x	10	=$585.00

Total for Section 1: $41,527.50

Section 2: OEM Black Ink Cartridges:

Description	Unit Price	Est. Qty.	Extended Price
Epson S015091	$20.32 x	22	=$447.04
Epson S189108	$18.12 x	15	=$271.80
Epson S187093	$16.48 x	13	=$214.24
Epson T028201	$20.30 x	16	=$324.80
Epson T040120	$21.11 x	24	=$506.64
HP - 51626A	$22.94 x	96	=$2,202.24

Initials of Bidder: SK

Section 2: OEM Black Ink Cartridges (cont'd):

Description	Unit Price	Est. Qty.	Extended Price
HP - 51629A	$22.95 x	22	=$504.90
HP - 51633M	$26.99 x	3	=$ 80.97
HP - 51645A	$22.11 x	700	=$15,477.00
HP - 6656AN	$ 14.90 x	163	=$2,428.70
HP - C4844A	$ 24.60 x	84	=$2,066.40
HP - C5011DN	$ 16.62 x	2	=$ 33.24
HP - C6615DN	$ 21.03 x	102	=$2,145.06
HP – C7115X	$ 60.63 x	2	=$ 121.26
HP - C8061X	$ 91.00 x	28	=$2,548.00
HP - C8543X	$ 204.07 x	5	=$1,020.35
HP - C8721WN	$ 14.00 x	2	=$ 28.00
HP - C8765WN	$ 14.33 x	2	=$ 28.66
HP - C8767WN	$ 22.48 x	2	=$ 44.96
HP – C9730A	$ 169.74 x	5	=$ 848.70
HP – Q2670A	$ 97.71 x	2	=$ 195.42
HP – Q5942A	$ 113.25 x	10	=$ 1,132.50
HP – Q7551A	$ 102.34 x	2	=$ 204.68
Ricoh GC21KH	$ 54.00 x	10	=$ 540.00

Total for Section 2: $ 33,415.56

Initials of Bidder: SK

Section 3: OEM Color Toner Cartridges:

Description	Color	Unit Price	Est. Qty.	Extended Price
HP - C4150A	Cyan	$ 125.40 x	3	=$ 376.20
HP - C4151A	Magenta	$ 125.40 x	5	=$ 627.00
HP - C4152A	Yellow	$ 125.40 x	6	=$ 752.40
HP - C4192A	Cyan	$ 78.56 x	3	=$ 235.68
HP - C4193A	Magenta	$ 78.56 x	7	=$ 549.92
HP - C4194A	Yellow	$ 78.56 x	8	=$ 628.48
HP - C9701A	Cyan	$ 76.20 x	5	=$ 381.00
HP - C9702A	Yellow	$ 76.20 x	5	=$ 381.00
HP - C9703A	Magenta	$ 76.20 x	5	=$ 381.00
	Total for Section 3:	$ 4,312.68		

Section 4: OEM Black Toner Cartridges:

Description	Unit Price	Est. Qty.	Extended Price
HP - 92274A	$ 56.30 x	6	=$ 337.80
HP - 92298A	$ 71.29 x	2	=$ 142.58
HP - C3903A	$ 67.00 x	12	=$ 804.00
HP - C3906A	$ 42.92 x	22	=$ 944.24
HP - C3909A	$ 122.99 x	36	=$ 4,427.64
HP - C4092A	$ 44.20 x	14	=$ 618.80
HP - C4096A	$ 73.99 x	80	=$ 5,919.20
HP - C4127X	$ 91.00 x	28	=$ 2,548.00

Initials of Bidder: SK

Section 4: OEM Black Toner Cartridges (cont'd):

Description	Unit Price	Est. Qty.	Extended Price
HP - C4129X	$ 119.99 x	117	=$ 14,038.83
HP - C4149A	$ 80.98 x	15	=$ 1,214.70
HP - C4182X	$ 138.99 x	84	=$ 11,675.16
HP - C4191A	$ 63.46 x	15	=$ 951.90
HP-C8543X	$ 204.07 x	2	=$ 408.14
HP - C9700A	$ 63.85 x	4	=$ 255.40
HP - C9720A	$ 115.93 x	19	=$ 2,202.67
HP - C9730A	$ 169.74 x	2	=$ 339.48
HP - Q1339A	$ 151.99 x	2	=$ 303.98
HP - Q2610A	$ 90.71 x	2	=$ 181.42
LEXMARK 12A1970	$ 23.75 x	20	=$ 475.00
LEXMARK 12A6835	$ 236.61 x	5	=$ 1,183.05
LEXMARK 1382920	$ 156.42 x	1	=$ 156.42

Total for Section 4: $ 49,128.41

Initials of Bidder: SR

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

OK

This memorandum of agreement made and entered into on the ~~1st~~ 3rd day of ~~February~~ March, 20 09, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and M&B Supplies Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Toner and Ink Cartridges** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 20 09.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: S Kraus
Signature of Contractor

By: Sam Krausz, President
Printed Name and Title

Bid 09-045 item 24 E 3

M&B Supplies Inc.
2 Buchanan Ct. # 112 - Monroe NY 10950 -
Phone: 845-782-4306 - Fax: 845-782-2695 - Email: sam0654@gmail.com

QUOTE

Date	Quote #
02/12/09	AAAQ1201

Sold To: Fort Bend County
Debbie Kaminski, CPPB
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471
USA
Phone:
Fax: 281-341-8645

Ship To:

Phone:
Fax:

Bid #	Bid Description	Terms	Ship Via
09-045	Toner and Ink Cartridges		

Ln #	Qty	Description	Unit Price	Ext. Price
1	8	OEM Epson T029201 Stylus Color Inkjet Cartridge (300 Yield)	$19.85	$158.80
2	12	OEM Epson T041020 Stylus Color Inkjet Cartridge (300 Yield)	$21.11	$253.32
3	2	HEW51625A - No. 25 Print Cartridge for HP Deskjet Printers, 19.5 ml, Tri-Color	$30.51	$61.02
4	1	51640C - No. 40 Print Cartridge for HP Deskjet Printers, 42 ml, Cyan	$30.51	$30.51
5	5	HP Genuine OEM 51641A (HP41) HP 41 Tri-Color Inkjet Print Cartridge (460 Yield)	$26.04	$130.20
6	6	HP Genuine OEM 51649A (HP49) HP 49 Tri-Color Inkjet Print Cartridge (350 Yield)	$23.80	$142.80
7	70	HP Genuine OEM C1823D (HP23) HP 23 Black Inkjet Print Cartridge (640 Yield)	$28.70	$2,009.00
8	53	HP Genuine OEM C4836AN (HP11) HP 11 Cyan Ink Cartridge (1,750 Yield)	$24.60	$1,303.80
9	45	HP Genuine OEM C4837AN (HP11) HP 11 Magenta Ink Cartridge (1,750 Yield)	$24.60	$1,107.00
10	47	HP Genuine OEM C4838AN (HP11) HP 11 Yellow Ink Cartridge (1,750 Yield)	$24.60	$1,156.20
11	3	HP Genuine OEM C4842A (HP10) HP 10 Yellow Ink Cartridge (1,650 Yield)	$25.24	$75.72
12	5	HP Genuine OEM C4843A (HP10) HP 10 Magenta Ink Cartridge (1,650 Yield)	$25.24	$126.20
13	2	HP Genuine OEM C5010DN (HP14) HP 14 14D Tri-Color Ink Cartridge (470 Yield)	$22.07	$44.14
14	587	HP Genuine OEM C6578DN (HP78) HP 78 Tri-Color Inkjet Print	$24.90	$14,616.30

Ln #	Qty	Description	Unit Price	Ext. Price
		Cartridge (450 Yield)		
15	3	HP Genuine OEM C6625AN (HP17) HP 17 Tri-Color Inkjet Print Cartridge (410 Yield)	$23.15	$69.45
16	140	HP Genuine OEM C6657AN (HP57) HP 57 Tri -Color Inkjet Print Cartridge (400 Yield)	$24.93	$3,490.20
17	8	HP Genuine OEM C6658AN (HP58) HP 58 Photo Inkjet Print Cartridge (140 photos)	$17.43	$139.44
18	2	HP Genuine OEM C8766WN (HP95) HP 95 Tri-Color Inkjet Print Cartridge with Vivera (260 Yield)	$18.80	$37.60
19	2	HP Genuine OEM C9363WN (HP97) HP 97 Tri-Color Inkjet Print Cartridge with Vivera (450 Yield)	$23.98	$47.96
20	10	HP Genuine OEM C9721A (4600 Series) Cyan Toner Cartridge (8,000 Yield)	$156.84	$1,568.40
21	10	HP Genuine OEM C9722A (4600 Series) Yellow Toner Cartridge (8,000 Yield)	$156.84	$1,568.40
22	11	HP Genuine OEM C9723A (4600 Series) Magenta Toner Cartridge (8,000 Yield)	$156.84	$1,725.24
23	10	HP Genuine OEM C9731A (5500 Series) Cyan Toner Cartridge (12,000 Yield)	$232.65	$2,326.50
24	10	HP Genuine OEM C9732A (5500 Series) Yellow Toner Cartridge (12,000 Yield)	$232.65	$2,326.50
25	10	HP Genuine OEM C9733A (5500 Series) Magenta Toner Cartridge (12,000 Yield)	$232.65	$2,326.50
26	10	HP Genuine OEM Q2671A (3500/ 3700 Series) Cyan Toner Catridge (4,000 Yield)	$97.71	$977.10
27	10	HP Genuine OEM Q2672A (3500/ 3700 Series) Yellow Toner Catridge (4,000 Yield)	$97.71	$977.10
28	10	HP Genuine OEM Q2673A (3500/ 3700 Series) Magenta Toner Catridge (4,000 Yield)	$97.71	$977.10
29	10	Ricoh - 405537 Toner Cartridge, High-Yield, Cyan	$58.50	$585.00
30	10	Ricoh - 405538 Toner Cartridge, High-Yield, Magenta	$58.50	$585.00
31	10	Ricoh - 405539 Toner Cartridge, High-Yield, Yellow	$58.50	$585.00
32		SubTotal		$41,527.50
33	22	Epson - S015091 Printer Ribbon, Nylon, Black	$20.32	$447.04
34	15	OEM Epson S189108 Stylus Black Inkjet Cartridge (634 Yield) (S020108/ S020189)	$18.12	$271.80
35	13	OEM Epson S187093 Stylus Black Inkjet Cartridge (380 Yield) (S020187/ S020093)	$16.48	$214.24
36	16	OEM Epson T028201 Stylus Black Inkjet Cartridge (420 Yield)	$20.30	$324.80
37	24	OEM Epson T040120 Stylus Black Inkjet Cartridge (600 Yield)	$21.11	$506.64
38	96	HP Genuine OEM 51626A (HP26) HP 26 Black Inkjet Pring Cartridge (790 Yield)	$22.94	$2,202.24

Ln #	Qty	Description	Unit Price	Ext. Price
39	22	HP Genuine OEM 51629A (HP29) HP 29 Black Inkjet Print Cartridge (720 Yield)	$22.95	$504.90
40	3	HEW51633M - No. 33 Print Cartridge for HP Deskjet Printers, 30 ml, Black	$26.99	$80.97
41	700	HP Genuine OEM 51645A (HP45) HP 45 Black Inkjet Print Cartridge (830 Yield)	$22.11	$15,477.00
42	163	HP Genuine OEM C6656AN (HP56) HP 56 Black Inkjet Print Cartridge (450 Yield)	$14.90	$2,428.70
43	84	HP Genuine OEM C4844A (HP10) HP 10 Black Ink Cartridge (1,750 Yield)	$24.60	$2,066.40
44	2	HP Genuine OEM C5011DN (HP14) HP 14 14D Black Ink Cartridge (800 Yield)	$16.62	$33.24
45	102	HP Genuine OEM C6615DN (HP15) HP 15 Black Inkjet Print Cartridge (600 Yield)	$21.03	$2,145.06
46	2	HP Genuine OEM C7115X (1200/ 1220/ 3300 Series) Hi-Yield Toner Cartridge (3,500 Yield)	$60.63	$121.26
47	28	HP Genuine OEM C8061X (4100 Series) Black Hi-Yield Toner Cartridge (10,000 Yield)	$91.00	$2,548.00
48	5	HP Genuine OEM C8543X (9000 Series) Black Toner Cartridge (30,000 Yield)	$204.07	$1,020.35
49	2	HP Genuine OEM C8721WN (HP02) HP 02 Photosmart Black Inkjet Vivera Cartridge (480 Yield)	$14.00	$28.00
50	2	HP Genuine OEM C8765WN (HP94) HP 94 Black Inkjet Print Cartridge with Vivera (450 Yield)	$14.33	$28.66
51	2	HP Genuine OEM C8767WN (HP96) HP 96 Black Inkjet Print Cartridge (800 Yield)	$22.48	$44.96
52	5	HP Genuine OEM C9730A (5500 Series) Black Toner Cartridge (13,000 Yield)	$169.74	$848.70
53	2	HP Genuine OEM Q2670A (3500/ 3700 Series) Black Toner Catridge (6,000 Yield)	$97.71	$195.42
54	10	HP Genuine OEM Q5942A (4240/ 4250/ 4350 Series) Black Toner Cartridge (10,000 Yield)	$113.25	$1,132.50
55	2	HP Genuine OEM Q7551A (P3005/ M3035MFP) Black Laserjet Toner Cartridge (6,500 Yield)	$102.34	$204.68
56	10	Ricoh - 405536 Toner Cartridge, High-Yield, Black	$54.00	$540.00
57		SubTotal		$33,415.56
58	3	HP Genuine OEM C4150A (8500 Series) Cyan Toner Cartridge (8,500 Yield)	$125.40	$376.20
59	5	HP Genuine OEM C4151A (8500 Series) Magenta Toner Cartridge (8,500 Yield)	$125.40	$627.00
60	6	HP Genuine OEM C4152A (8500 Series) Yellow Toner Cartridge (8,500 Yield)	$125.40	$752.40
61	3	HP Genuine OEM C4192A (4500/ 4550 Series) Cyan Toner Cartridge (6,000 Yield)	$78.56	$235.68
62	7	HP Genuine OEM C4193A (4500/ 4550 Series) Magenta Toner	$78.56	$549.92

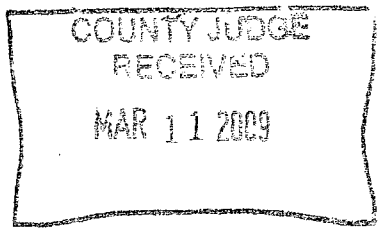
Ln #	Qty	Description	Unit Price	Ext. Price
		Cartridge (6,000 Yield)		
63	8	HP Genuine OEM C4194A (4500/ 4550 Series) Yellow Toner Cartridge (6,000 Yield)	$78.56	$628.48
64	5	HP Genuine OEM C9701A (1500/ 2500 Series) Cyan Toner Cartridge (5,000 Yield)	$76.20	$381.00
65	5	HP Genuine OEM C9702A (1500/ 2500 Series) Yellow Toner Cartridge (5,000 Yield)	$76.20	$381.00
66	5	HP Genuine OEM C9703A (1500/ 2500 Series) Magenta Toner Cartridge (5,000 Yield)	$76.20	$381.00
67		SubTotal		$4,312.68
68	6	92274A - Black Print Cartridge for LaserJet 4L, 4ML, 4P, 4MP	$56.30	$337.80
69	2	HP Genuine OEM 92298A (4/ 4M 5/ 5M/ 5N) Black Toner Cartridge (Yield 6,800)	$71.29	$142.58
70	12	HP Genuine OEM C3903A (5P/ 5MP/ 6P/ 6MP/ 6PXI) Black Toner Cartridge (Yield 4,000)	$67.00	$804.00
71	22	HP Genuine OEM C3906A (5L/ 6L/ 6LXI/ 6LSE/ 3100/ 3150) Black Toner Cartridge (Yield 2,500)	$42.92	$944.24
72	36	HP Genuine OEM C3909A (5SI/ 8000 Series) Black Toner Cartridge (15,000 Yield)	$122.99	$4,427.64
73	14	HP Genuine OEM C4092A (1100/ 3200 Series) Black Toner Cartridge (2,500 Yield)	$44.20	$618.80
74	80	HP Genuine OEM C4096A (2100/ 2200 Series) Black Toner Cartridge (5,000 Yield)	$73.99	$5,919.20
75	28	HP Genuine OEM C4127X (4000/ 4050 Series) Black Hi-Yield Toner Cartridge (10,000 Yield)	$91.00	$2,548.00
76	117	HP Genuine OEM C4129X (5000/ 5100 Series) Black Toner Cartridge (10,000 Yield)	$119.99	$14,038.83
77	15	HP Genuine OEM C4149A (8500/ 8550 Series) Black Toner Cartridge (17,000 Yield)	$80.98	$1,214.70
78	84	HP Genuine OEM C4182X (8100/ 8150 Series) Black Toner Cartridge (20,000 Yield)	$138.99	$11,675.16
79	15	HP Genuine OEM C4191A (4500/ 4550 Series) Black Toner Cartridge (9,000 Yield)	$63.46	$951.90
80	2	HP Genuine OEM C8543X (9000 Series) Black Toner Cartridge (30,000 Yield)	$204.07	$408.14
81	4	Genuine HP C9700A (1500/ 2500 Series) Black Toner Cartridge (5,000 Yield)	$63.85	$255.40
82	19	HP Genuine OEM C9720A (4600 Series) Black Toner Cartridge (9,000 Yield)	$115.93	$2,202.67
83	2	HP Genuine OEM C9730A (5500 Series) Black Toner Cartridge (13,000 Yield)	$169.74	$339.48
84	2	HP Genuine OEM Q1339A (4300 Series) Black Toner Cartridge (18,000 Yield)	$151.99	$303.98
85	2	HP Genuine OEM Q2610A (2300 Series) Black Toner Cartridge (6,000 Yield)	$90.71	$181.42

Ln #	Qty	Description	Unit Price	Ext. Price
86	20	Lexmark Genuine OEM 12A1970 No. 70 Black Inkjet Cartridge (600 Yield)	$23.75	$475.00
87	5	Lexmark Genuine OEM 12A6835 Black Hi-Yield Return Cartridge (20,000 Yield)	$236.61	$1,183.05
88	1	Lexmark - 1382920 Laser Cartridge, Black	$156.42	$156.42
89		SubTotal		$49,128.41

SubTotal	$128,384.15
Sales Tax	$0.00
Shipping	$0.00
Total	**$128,384.15**

item 24 E 4
3-3-09 Comm Ct

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Culverts
for Fort Bend County
BID 09-046

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-046
Culverts

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: 01/23/09
Issued: 02/04/09

Vendor Information

Wyatt Resources, Inc
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-346-6100 — Telephone Number
281-346-0080 — Facsimile Number

P.O. Box 744
Complete Mailing Address (for Correspondence)

Fulshear, TX 77441
City, State and Zip Code

P.O. Box 671575
Complete Remittance Address (if different from above)

Dallas, TX 75267-1575
City, State and Zip Code

Joseph Comer III Sales Estimator
Authorized Representative and Title (printed)

joe@wyattresources.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder JC

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: J.C.B

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: A.C.B

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: Q.L.B

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: A.C.S

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: Q.C.B

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: JCB

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: AC

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: JCB

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: [illegible]

3.0 SCOPE:

It is the intent of Fort Bend County to purchase culverts from one (1) or more vendors, which meet or exceed the following specifications.

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 Delivery within five (5) working days is required unless otherwise specified at time of order.

6.2 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 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.

Initials of Bidder: [illegible]

8.0 MATERIAL SPECIFICATIONS:

8.1 2-2/3 inch by 1/2 inch corrugation full circle pipe, galvanized, conforms to AASHTO M218:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 12.90	$ 15.89	$ 22.25
24"	$ 17.01	$ 21.22	$ 29.54
30"	$ 21.45	$ 26.63	$ 36.92
36"	$ 25.66	$ 31.75	$ 43.95
42"	$ 29.82	$ 36.96	$ 51.24
48"	$ 34.26	$ 42.31	$ 58.66
54"	$ No bid	$ 48.20	$ 66.48
60"	$ No bid	$ 54.21	$ 74.56
66"	$ No bid	$ No bid	$ 82.05

Type of pipe offered: Spiral _____ Riveted ✓

Minimum order (if applicable): N/A

Initials of Bidder: [illegible]

8.2 2-2/3 inch by 1/2 inch corrugation full circle pipe, polymer coated, confirms to AASHTO M245 and M246:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 18.96	$ 22.44	$ 30.70
24"	$ 25.08	$ 29.95	$ 40.79
30"	$ 31.59	$ 37.60	$ 51.04
36"	$ 37.77	$ 44.84	$ 60.79
42"	$ 43.91	$ 52.19	$ 70.84
48"	$ 50.42	$ 59.77	$ 81.13
54"	$ No bid	$ 67.93	$ 91.85

Type of pipe offered: Spiral _____ Riveted ✓

Minimum order (if applicable): NA

Initials of Bidder: A.G.

8.3 2-2/3 inch by 1/2 inch corrugation full circle pipe, aluminized, conforms to AASHTO M36 and M274:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 16.79	$ 18.44	$ 28.61
24"	$ 21.54	$ 23.72	$ 37.15
30"	$ 26.54	$ 29.29	$ 46.15
36"	$ 31.48	$ 34.76	$ 54.88
42"	$ 36.86	$ 40.66	$ 64.24
48"	$ 42.16	$ 46.53	$ 73.55
54"	$ No bid	$ 52.29	$ 82.55
60"	$ No bid	$ No bid	$ 92.84
66"	$ No bid	$ No bid	$ 103.22

Type of pipe offered: Spiral _____ Riveted ✓

Minimum order (if applicable): NA

Initials of Bidder: A.C.

8.4 Metal flared end section with hardware to fit corrugated pipe, conforms to AASHTO M218:

Pipe Diameter	Price per section Full circle pipe
12"	$ 54.00
15"	$ 67.00
18"	$ 83.00
24"	$ 118.00
30"	$ 221.00
36"	$ 291.00
42"	$ 482.00
48"	$ 597.00
54"	$ 703.00
60"	$ 815.00
66"	$ 1232.00
72"	$ 1396.00
78"	$ 1526.00

Minimum order (if applicable): NA

Initials of Bidder: [illegible]

8.5 T & G Reinforced concrete pipe culverts: THD #464.

Pipe diameter	Price per foot
18"	$_____
24"	$_____
30"	$_____
36"	$_____
42"	$_____
48"	$_____
54"	$_____
60"	$_____
66"	$_____
72"	$_____
78"	$_____
84"	$_____

Minimum order (if applicable):_____

Initials of Bidder: Q.C

8.6 Rubber gasketed, reinforced concrete pipe: THE #464.

Pipe diameter	Price per foot
18"	$_____
24"	$_____
30"	$_____
36"	$_____
42"	$_____
48"	$_____
54"	$_____
60"	$_____
66"	$_____
72"	$_____
78"	$_____
84"	$_____

Minimum order (if applicable):_____

Initials of Bidder: Q.C.

8.7 Railroad tank culverts:

Culvert size	Total price
6' X 28'	$_____
6' 6" X 32'	$_____
7' 3" X 28'	$_____
7' 3" X 32'	$_____
8' X 32'	$_____
8' 6" X 32'	$_____
8' 8" X 32'	$_____
9' X 40'	$_____

Minimum order (if applicable):_____

Initials of Bidder: _____

8.8 Corrugated polyethylene pipe:

a. Conform to AASHTO M294, Type S.
b. Ends of pipe cut squarely and cleanly.
c. Pipe shall be ordered in 20' joint sections.
d. Couplings shall be ordered as desired.
e. Couplings shall be corrugated to match the pipe corrugations.

Pipe Diameter	Pipe price Per foot	Coupling Per each
8"	$_____	$_____
10"	$_____	$_____
12"	$_____	$_____
15"	$_____	$_____
18"	$_____	$_____
24"	$_____	$_____
30"	$_____	$_____
36"	$_____	$_____
42"	$_____	$_____
48"	$_____	$_____
60"	$_____	$_____

Minimum order (if applicable):_____.

Initials of Bidder: A.C.

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Wyatt Resources (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Culverts** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Joe Comer III Sales
Printed Name and Title

Bid 09-046 item 24E 4

Vendor Information

HD SUPPLY, INC.
Legal Name of Contracting Company

1-0. - - - 0
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-378-0129 713-378-0429
Telephone Number Facsimile Number

7022 EASTHAVEN HOUSTON, TX 77017
Complete Mailing Address (for Correspondence)

HOUSTON, TX 77017
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

RICHARD HANDY SALES
Authorized Representative and Title (printed)

RICHARD.HANDY@HDSUPPLY.COM
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: RH

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: RH

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

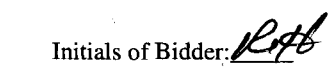
2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: 

3.0 SCOPE:

It is the intent of Fort Bend County to purchase culverts from one (1) or more vendors, which meet or exceed the following specifications.

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 Delivery within five (5) working days is required unless otherwise specified at time of order.

6.2 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 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.

Initials of Bidder: _____

8.0 MATERIAL SPECIFICATIONS:

8.1 2-2/3 inch by 1/2 inch corrugation full circle pipe, galvanized, conforms to AASHTO M218:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ NB	$ NB	$ NB
24"	$	$	$
30"	$	$	$
36"	$	$	$
42"	$	$	$
48"	$	$	$
54"	$	$	$
60"	$	$	$
66"	$	$	$

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: LH

8.2 2-2/3 inch by 1/2 inch corrugation full circle pipe, polymer coated, confirms to AASHTO M245 and M246:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ NB	$ NB	$ NB
24"	$	$	$
30"	$	$	$
36"	$	$	$
42"	$	$	$
48"	$	$	$
54"	$	$	$

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: BH

8.3 2-2/3 inch by 1/2 inch corrugation full circle pipe, aluminized, conforms to AASHTO M36 and M274:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ NB	$ NB	$ NB
24"	$	$	$
30"	$	$	$
36"	$	$	$
42"	$	$	$
48"	$	$	$
54"	$	$	$
60"	$	$	$
66"	$	$	$

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: BH

8.4 Metal flared end section with hardware to fit corrugated pipe, conforms to AASHTO M218:

Pipe Diameter	Price per section Full circle pipe
12"	$ N/B
15"	$
18"	$
24"	$
30"	$
36"	$
42"	$
48"	$
54"	$
60"	$
66"	$
72"	$
78"	$

Minimum order (if applicable):_____

Initials of Bidder: _____

8.5 T & G Reinforced concrete pipe culverts: THD #464.

Pipe diameter	Price per foot
18"	$ N/B
24"	$
30"	$
36"	$
42"	$
48"	$
54"	$
60"	$
66"	$
72"	$
78"	$
84"	$

Minimum order (if applicable):_____

Initials of Bidder: BH

8.6 Rubber gasketed, reinforced concrete pipe: THE #464.

Pipe diameter	Price per foot
18"	$ NB
24"	$
30"	$
36"	$
42"	$
48"	$
54"	$
60"	$
66"	$
72"	$
78"	$
84"	$

Minimum order (if applicable):_____

Initials of Bidder: RAB

8.7 Railroad tank culverts:

Culvert size	Total price
6' X 28'	$ N/B
6' 6" X 32'	$
7' 3" X 28'	$
7' 3" X 32'	$
8' X 32'	$
8' 6" X 32'	$
8' 8" X 32'	$
9' X 40'	$

Minimum order (if applicable):_____

Initials of Bidder: _____

8.8 Corrugated polyethylene pipe:

a. Conform to AASHTO M294, Type S.
b. Ends of pipe cut squarely and cleanly.
c. Pipe shall be ordered in 20' joint sections.
d. Couplings shall be ordered as desired.
e. Couplings shall be corrugated to match the pipe corrugations.

Pipe Diameter	Pipe price Per foot	Coupling Per each
8"	$ 3.18	$ 3.74
10"	$ 4.52	$ 10.04
12"	$ 4.88	$ 11.48
15"	$ 6.57	$ 20.08
18"	$ 9.25	$ 23.91
24"	$ 14.48	$ 33.47
30"	$ 23.28	$ 80.32
36"	$ 28.52	$ 109.97
42"	$ 39.72	$ 129.09
48"	$ 47.63	$ 148.22
60"	$ 84.96	$ 224.72

Minimum order (if applicable): NONE.

Initials of Bidder: [illegible]

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 HD SUPPLY, INC.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Culverts** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: RICHARD HARDY SALES
Printed Name and Title

Bid 09-044 item 24E4

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase of Culverts
BID 09-046

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.

Hanson Pipe and Precast
Legal Name of Contracting Company

Chris Bowland
Contact Person

P.O. Box 40444, Houston, TX 77240
Complete Mailing Address

(713) 466-1306 (713) 466-1897
Telephone Number Facsimile Number

Chris.Bowland@Hanson.com
Email Address

2-18-09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Culverts
for Fort Bend County
BID 09-046

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-046
Culverts

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: 01/23/09
Issued: 02/04/09

Vendor Information

Hanson Pipe and Precast
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(713)466-6306 (713)466-6897
Telephone Number Facsimile Number

P.O. Box 40444
Complete Mailing Address (for Correspondence)

Houston, TX 77240
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Chris Bowland, Sales Manager
Authorized Representative and Title (printed)

Chris.Bowland@Hanson.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: CB

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: SC

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.

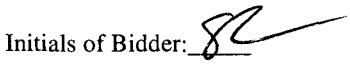
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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.

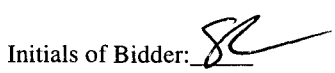
2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

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.

Initials of Bidder: 

3.0 SCOPE:

It is the intent of Fort Bend County to purchase culverts from one (1) or more vendors, which meet or exceed the following specifications.

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 Delivery within five (5) working days is required unless otherwise specified at time of order.

6.2 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 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.

Initials of Bidder: 

8.0 MATERIAL SPECIFICATIONS:

8.1 2-2/3 inch by 1/2 inch corrugation full circle pipe, galvanized, conforms to AASHTO M218:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ N/A	$ N/A	$ N/A
24"	$ N/A	$ N/A	$ N/A
30"	$ N/A	$ N/A	$ N/A
36"	$ N/A	$ N/A	$ N/A
42"	$ N/A	$ N/A	$ N/A
48"	$ N/A	$ N/A	$ N/A
54"	$ N/A	$ N/A	$ N/A
60"	$ N/A	$ N/A	$ N/A
66"	$ N/A	$ N/A	$ N/A

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: SC

8.2 2-2/3 inch by 1/2 inch corrugation full circle pipe, polymer coated, confirms to AASHTO M245 and M246:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ N/A	$ N/A	$ N/A
24"	$ N/A	$ N/A	$ N/A
30"	$ N/A	$ N/A	$ N/A
36"	$ N/A	$ N/A	$ N/A
42"	$ N/A	$ N/A	$ N/A
48"	$ N/A	$ N/A	$ N/A
54"	$ N/A	$ N/A	$ N/A

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: SC

8.3 2-2/3 inch by 1/2 inch corrugation full circle pipe, aluminized, conforms to AASHTO M36 and M274:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ N/A	$ N/A	$ N/A
24"	$ N/A	$ N/A	$ N/A
30"	$ N/A	$ N/A	$ N/A
36"	$ N/A	$ N/A	$ N/A
42"	$ N/A	$ N/A	$ N/A
48"	$ N/A	$ N/A	$ N/A
54"	$ N/A	$ N/A	$ N/A
60"	$ N/A	$ N/A	$ N/A
66"	$ N/A	$ N/A	$ N/A

Type of pipe offered: Spiral _____ Riveted _____

Minimum order (if applicable):_____

Initials of Bidder: _____

8.4 Metal flared end section with hardware to fit corrugated pipe, conforms to AASHTO M218:

Pipe Diameter	Price per section Full circle pipe
12"	$ N/A
15"	$ N/A
18"	$ N/A
24"	$ N/A
30"	$ N/A
36"	$ N/A
42"	$ N/A
48"	$ N/A
54"	$ N/A
60"	$ N/A
66"	$ N/A
72"	$ N/A
78"	$ N/A

Minimum order (if applicable):_____

Initials of Bidder: SC

8.5 T & G Reinforced concrete pipe culverts: THD #464.

Pipe diameter	Price per foot
18"	$ 16.57
24"	$ 21.58
30"	$ 29.90
36"	$ 45.28
42"	$ 59.20
48"	$ 70.88
54"	$ 86.39
60"	$ 105.73
66"	$ 127.84
72"	$ 149.82
78"	$ 177.87
84"	$ 202.99

Minimum order (if applicable): 200^{00} delivery charge if order is less than 36,000 lbs total.

Initials of Bidder: SC

8.6 Rubber gasketed, reinforced concrete pipe: THE #464.

Pipe diameter	Price per foot
18"	$ 19.70
24"	$ 25.08
30"	$ 34.75
36"	$ 52.67
42"	$ 68.81
48"	$ 82.43
54"	$ 96.82
60"	$ 121.90
66"	$ 144.51
72"	$ 171.01
78"	$ 197.87
84"	$ 223.34

Minimum order (if applicable): $200.00 delivery charge if order is less than 36,000 lbs total.

Initials of Bidder: SC

8.7 Railroad tank culverts:

Culvert size	Total price
6' X 28'	$ N/A
6' 6" X 32'	$ N/A
7' 3" X 28'	$ N/A
7' 3" X 32'	$ N/A
8' X 32'	$ N/A
8' 6" X 32'	$ N/A
8' 8" X 32'	$ N/A
9' X 40'	$ N/A

Minimum order (if applicable):_____

Initials of Bidder:_____

8.8 Corrugated polyethylene pipe:

a. Conform to AASHTO M294, Type S.
b. Ends of pipe cut squarely and cleanly.
c. Pipe shall be ordered in 20' joint sections.
d. Couplings shall be ordered as desired.
e. Couplings shall be corrugated to match the pipe corrugations.

Pipe Diameter	Pipe price Per foot	Coupling Per each
8"	$ N/A	$ N/A
10"	$ N/A	$ N/A
12"	$ N/A	$ N/A
15"	$ N/A	$ N/A
18"	$ N/A	$ N/A
24"	$ N/A	$ N/A
30"	$ N/A	$ N/A
36"	$ N/A	$ N/A
42"	$ N/A	$ N/A
48"	$ N/A	$ N/A
60"	$ N/A	$ N/A

Minimum order (if applicable):_____.

Initials of Bidder: _____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Hanson Pipe & Precast
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Culverts** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Wm. Chris Rowland, II
Area Sales Manager **Printed Name and Title**

Bid 09-046 item 24 E-4

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase of Culverts
BID 09-046

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.

Contech Construction Products Inc.
Legal Name of Contracting Company

James Johnson
Contact Person

14511 Falling Creek Drive ste 510 Houston, TX 77014
Complete Mailing Address

281-770-1922 281-893-6026
Telephone Number Facsimile Number

jjohnson2@contech-cpi.com
Email Address

2/19/09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Culverts
for Fort Bend County
BID 09-046

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-046
Culverts

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: 01/23/09
Issued: 02/04/09

Vendor Information

Contech Construction Products Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-770-1922 — Telephone Number
281-893-6026 — Facsimile Number

14511 Falling Creek Drive Ste. 510 Houston, TX 77014
Complete Mailing Address (for Correspondence)

City, State and Zip Code

P.O. Box 100715
Complete Remittance Address (if different from above)

Atlanta, Georgia 30384
City, State and Zip Code

James Johnson - Technical Sales Rep.
Authorized Representative and Title (printed)

jjohnson2@contech-cpi.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: JJ

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: JT

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: JJ

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: JJ

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: JS

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: JJ

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: JJ

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: JJ

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: JS

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: JJ

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: JJ

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: JJ

3.0 SCOPE:

It is the intent of Fort Bend County to purchase culverts from one (1) or more vendors, which meet or exceed the following specifications.

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 Delivery within five (5) working days is required unless otherwise specified at time of order.

6.2 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 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.

Initials of Bidder: JJ

8.0 MATERIAL SPECIFICATIONS:

8.1 2-2/3 inch by 1/2 inch corrugation full circle pipe, galvanized, conforms to AASHTO M218:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 9.75	$ 11.70	$ 16.85
24"	$ 12.35	$ 15.60	$ 21.45
30"	$ 15.60	$ 19.50	$ 26.65
36"	$ 18.85	$ 23.40	$ 31.85
42"	$ 22.10	$ 27.30	$ 37.05
48"	$ 24.70	$ 31.20	$ 42.25
54"	$ No Bid	$ 35.10	$ 47.45
60"	$ No Bid	$ No Bid	$ 52.65
66"	$ No Bid	$ No Bid	$ 57.85

Type of pipe offered: Spiral ✓ Riveted _____

Minimum order (if applicable): N/A

Initials of Bidder: JS

8.2 2-2/3 inch by 1/2 inch corrugation full circle pipe, polymer coated, confirms to AASHTO M245 and M246:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 13.50	$ 16.20	$ 22.50
24"	$ 17.10	$ 21.60	$ 29.70
30"	$ 21.60	$ 27.00	$ 36.90
36"	$ 26.10	$ 32.40	$ 44.10
42"	$ 30.60	$ 37.80	$ 51.30
48"	$ 34.20	$ 43.20	$ 58.50
54"	$ No Bid	$ 48.60	$ 65.70

Type of pipe offered: Spiral ✓ Riveted _____

Minimum order (if applicable): N/A

Initials of Bidder: JJ

8.3 2-2/3 inch by 1/2 inch corrugation full circle pipe, aluminized, conforms to AASHTO M36 and M274:

Pipe Diameter	Price/Ft. 16 ga.	Price/Ft. 14 ga.	Price/Ft. 12 ga.
18"	$ 10,50	$ 12,60	$ 17,50
24"	$ 13.30	$ 16,80	$ 23.10
30"	$ 16.80	$ 21,00	$ 28,70
36"	$ 20,30	$ 25,20	$ 34.30
42"	$ 23,80	$ 29,40	$ 39.90
48"	$ 26,60	$ 33,60	$ 45,50
54"	$ No Bid	$ 37,80	$ 51,10
60"	$ No Bid	$ No Bid	$ 56,70
66"	$ No Bid	$ No Bid	$ 62,30

Type of pipe offered: Spiral ✓ Riveted _____

Minimum order (if applicable): N/A

Initials of Bidder:_____

8.4 Metal flared end section with hardware to fit corrugated pipe, conforms to AASHTO M218:

Pipe Diameter	Price per section Full circle pipe
12"	$ No Bid
15"	$ No Bid
18"	$ No Bid
24"	$ No Bid
30"	$ No Bid
36"	$ No Bid
42"	$ No Bid
48"	$ No Bid
54"	$ No Bid
60"	$ No Bid
66"	$ No Bid
72"	$ No Bid
78"	$ No Bid

Minimum order (if applicable): N/A

Initials of Bidder: JJ

8.5 T & G Reinforced concrete pipe culverts: THD #464.

Pipe diameter	Price per foot
18"	$ No Bid
24"	$ No Bid
30"	$ No Bid
36"	$ No Bid
42"	$ No Bid
48"	$ No Bid
54"	$ No Bid
60"	$ No Bid
66"	$ No Bid
72"	$ No Bid
78"	$ No Bid
84"	$ No Bid

Minimum order (if applicable): N/A

Initials of Bidder: JJ

8.6 Rubber gasketed, reinforced concrete pipe: THE #464.

Pipe diameter	Price per foot
18"	$ No Bid
24"	$ No Bid
30"	$ No Bid
36"	$ No Bid
42"	$ No Bid
48"	$ No Bid
54"	$ No Bid
60"	$ No Bid
66"	$ No Bid
72"	$ No Bid
78"	$ No Bid
84"	$ No Bid

Minimum order (if applicable): N/A

Initials of Bidder: JJ

8.7 Railroad tank culverts:

Culvert size	Total price
6' X 28'	$ No Bid
6' 6" X 32'	$ No Bid
7' 3" X 28'	$ No Bid
7' 3" X 32'	$ No Bid
8' X 32'	$ No Bid
8' 6" X 32'	$ No Bid
8' 8" X 32'	$ No Bid
9' X 40'	$ No Bid

Minimum order (if applicable): N/A

Initials of Bidder: JJ

8.8 Corrugated polyethylene pipe:

a. Conform to AASHTO M294, Type S.
b. Ends of pipe cut squarely and cleanly.
c. Pipe shall be ordered in 20' joint sections.
d. Couplings shall be ordered as desired.
e. Couplings shall be corrugated to match the pipe corrugations.

Pipe Diameter	Pipe price Per foot	Coupling Per each
8"	$ No Bid	$ No Bid
10"	$ No Bid	$ No Bid
12"	$ No Bid	$ No Bid
15"	$ No Bid	$ No Bid
18"	$ No Bid	$ No Bid
24"	$ No Bid	$ No Bid
30"	$ No Bid	$ No Bid
36"	$ No Bid	$ No Bid
42"	$ No Bid	$ No Bid
48"	$ No Bid	$ No Bid
60"	$ No Bid	$ No Bid

Minimum order (if applicable): N/A .

Initials of Bidder: JT

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Contech Construction Products Inc. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Culverts** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: James Johnson - Technical Sales Rep.
Printed Name and Title

Bid 09-046 Item 24 E 4

item 24 E 5
3-3-09 Comm Ct

MEMORANDUM

COUNTY JUDGE
RECEIVED
MAR 11 2009

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase of Bridge Materials
BID 09-047

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.

CONROE WOOD PRODUCTS, INC
Legal Name of Contracting Company

JAMES LUMPKIN / CHARLINE MILLER
Contact Person

1192 B WEST DALLAS CONROE, TX 77301
Complete Mailing Address

936 / 760-2974 936 / 760-2975
Telephone Number Facsimile Number

CONROEWOODPR@CONSOLIDATED.NET
Email Address

J. Lumpkin 2-5-09
Signature Date

FAXED

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Bridge Materials for Fort Bend County BID 09-047

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-047
Bridge 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: 01/23/09
Issued: 02/04/09

Vendor Information

CONROE WOOD PRODUCTS, INC.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

936/760-2974 — Telephone Number
936/760-2975 — Facsimile Number

1192 B WEST DALLAS
Complete Mailing Address (for Correspondence)

CONROE, TX 77301
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

JAMES P. LUMPKIN V.P.
Authorized Representative and Title (printed)

CONROEWOODPR@CONSOLIDATED.NET
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: _____

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

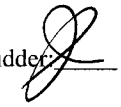
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

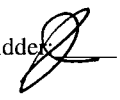
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

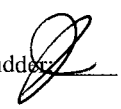
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: 

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more 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.

Initials of Bidder: 

3.0 SCOPE:

It is the intent of Fort Bend County to purchase bridge materials from one (1) or more vendors, which meet or exceed the following specifications.

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 Delivery within five (5) working days is required unless otherwise specified at time of order.

6.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

6.3 **No minimum orders**, by quantity or dollar amount.

7.0 AWARD:

This contract will be awarded to the overall lowest and best bid.

8.0 QUALITY CONTROL:

All lumber must meet the American Wood Products Association (AWPA) standards. Fort Bend County reserves the right to inspect, sample and test lumber at any time for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. In addition, Fort Bend County requests pricing for specific lumber tested and certified at the plant prior to shipping.

9.0 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.

Initials of Bidder: 

10.0 MATERIAL SPECIFICATIONS:

10.1 Southern yellow pine bridge piling 8" top:

Unit bid price per each 12# creosote	Material Description	Unit bid price per each 12# creosote tested and certified to AWPA standards
$ 437.83	50 ft. Piling 12" Butt	$ 446.59
$ 429.19	45 ft. Piling 12" Butt	$ 437.77
$ 350.04	40 ft. Piling 12" Butt	$ 357.04
$ 327.73	35 ft. Piling 12" Butt	$ 334.28
$ 269.39	30 ft. Piling 12" Butt	$ 274.78
$ 237.01	25 ft. Piling 12" Butt	$ 241.75
$ 215.95	20 ft. Piling 12" Butt	$ 220.27
$ 237.23	30 ft. Piling 8" Top	$ 241.97
$ 195.17	25 ft. Piling 8" Top	$ 199.07
$ 152.80	20 ft. Piling 8" Top	$ 155.86
$ 95.40	18 ft. Piling 8" Top	$ 97.31
$ 80.34	16 ft. Piling 8" Top	$ 81.95
$ 68.82	14 ft. Piling 8" Top	$ 70.20
$ 56.24	12 ft. Piling 8" Top	$ 57.36

Initials of Bidder: JP

10.2 No. 2 or better southern yellow pine rough bridge timber 8# creosote:

Material Description	Unit price per each
8" X 8" - 16 ft.	$ 101.55 each
8" X 10" - 16 ft.	$ 132.27 each
10" X 10" - 14 ft.	$ 144.67 each
10" X 10" - 24 ft.	$ 283.00 each
10" X 10" - 26 ft.	$ 317.42 each
10" X 10" - 28 ft.	$ 353.49 each
10" X 12" - 14 ft.	$ 180.60 each
10" X 12" - 16 ft.	$ 206.40 each
10" X 12" - 24 ft.	$ 357.60 each
10" X 12" - 26 ft.	$ 400.40 each
10" X 12" - 28 ft.	$ 445.20 each
12" X 12" - 16 ft.	$ 247.68 each
12" X 12" - 20 ft.	$ 333.60 each
12" X 12" - 24 ft.	$ 429.12 each
12" X 12" - 26 ft.	$ 480.48 each
12" X 12" - 28 ft.	$ 534.24 each
6" X 16" - 14 ft.	$ 152.88 each
6" X 16" - 16 ft.	$ 174.72 each
6" X 16" - 18 ft.	$ 200.16 each

Initials of Bidder

10.3 Southern yellow pine S1S1E bridge timber 8# creosote:

10.3.1 #2 or better.

Material Description	Unit price each
4" X 12" - 14 ft.	$ 68.04 each
4" X 12" - 16 ft.	$ 77.76 each
4" X 12" - 18 ft.	$ 91.08 each
2" X 4" - 20 ft.	$ 16.53 each
2" X 8" - 12 ft.	$ 19.84 each
2" X 8" - 14 ft.	$ 23.15 each
2" X 8" - 16 ft.	$ 26.45 each
2" X 8" - 20 ft.	$ 34.40 each
2" X 8" - 24 ft.	$ 42.88 each
3" X 8" - 12 ft.	$ 27.96 each
3" X 8" - 14 ft.	$ 32.62 each
3" X 8" - 16 ft.	$ 37.28 each
3" X 8" - 18 ft.	$ 42.84 each
3" X 8" - 20 ft.	$ 49.60 each
3" X 8" - 22 ft.	$ 56.76 each
3" X 8" - 24 ft.	$ 64.32 each
3" X 8" - 26 ft.	$ 72.28 each
3" X 8" - 28 ft.	$ 80.64 each

Initials of Bidder

10.3 Southern yellow pine S1S1E bridge timber 8# creosote (cont'd):

10.3.2 #1 Dense

Material Description	Unit price each
4" X 12" - 14 ft.	$ 77.84 each
4" X 12" - 16 ft.	$ 92.16 each
4" X 12" - 18 ft.	$ 107.28 each
3" X 12" - 14 ft.	$ 58.38 each
3" X 12" - 16 ft.	$ 66.72 each
3" X 12" - 18 ft.	$ 77.76 each

10.4 0.60 CCA treated materials - Rough bridge timber:

Material Description	Unit price
10" x 12" x 16 ft.	$ 143.20 each
4" x 12" x 14 ft.	$ 50.12 each
4" x 12" x 16 ft.	$ 57.28 each
4" X 4" - 12 ft.	$ 14.32 each
3" x 8" x 16 ft.	$ 27.04 each
2" x 8" x 16 ft.	$ 19.62 each
2" x 4" x 20 ft.	$ 13.20 each

Initials of Bidder: [signature]

10.5 ACQ treated materials - No 2 or better S4S (where applicable) southern yellow pine 0.4 ACQ:

Material Description	Unit price
2" x 8" x 16 ft.	$ 13.41 each
2" X 6" - 16 ft.	$ 10.24 each
2" X 6" - 12 ft.	$ 7.74 each
2" X 6" - 20 ft.	$ 15.15 each
2" X 4" - 12 ft.	$ 5.03 each
2" X 4" - 16 ft.	$ 7.19 each
2" X 4" - 18 ft.	$ 7.88 each
2" X 4" - 20 ft.	$ 9.13 each

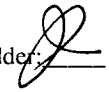
10.6 0.40 CCA treated materials – No 2 or better S4S (where applicable) southern yellow pine 0.40 CCA:

6-1/2 ft. posts - 3-1/2" - 4" Top	$ 3.45 each
8 ft. posts - 6" Top	$ 12.41 each
8 ft. posts - 7" Top	$ 15.81 each
8 ft. posts - 8" Top	$ 20.54 each
10 ft. posts - 8" Top	$ 25.77 each

Initials of Bidder: _____

10.8 0.80 CCA treated materials - No. 2 or better:

Unit bid price per each 0.80 CCA	Material Description	Unit bid price per each 0.80 CCA tested and certified to AWPA standards
$ 373.87 each	50 ft. Piling 12" Butt	$ 381.35 each
$ 315.34 each	45 ft. Piling 12" Butt	$ 321.65 each
$ 263.98 each	40 ft. Piling 12" Butt	$ 269.26 each
$ 245.99 each	35 ft. Piling 12" Butt	$ 250.91 each
$ 200.54 each	30 ft. Piling 12" Butt	$ 204.55 each
$ 175.14 each	25 ft. Piling 12" Butt	$ 178.64 each
$ 175.27 each	30 ft. Piling 8" Top	$ 178.78 each
$ 130.28 each	25 ft. Piling 8" Top	$ 132.89 each
$ 112.76 each	20 ft. Piling 8" Top	$ 115.02 each
$ 82.63 each	18 ft. Piling 8" Top	$ 84.28 each
$ 65.82 each	16 ft. Piling 8" Top	$ 67.14 each
$ 57.07 each	14 ft. Piling 8" Top	$ 58.21 each
$ 48.57 each	12 ft. Piling 8" Top	$ 49.54 each

Initials of Bidder: 

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Conroe Wood Products, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Bridge 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: James P. Lumpkin
Signature of Contractor

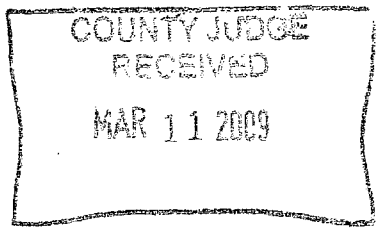
By: James P. Lumpkin V.P.
Printed Name and Title

Initials of Bidder JL

Bid 09-047 item 24E 5

item 24 E 6
3-3-09 CommCt

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

Gulf Coast Stabilized Materials Div. Campbell Concrete & Materials L.P.
Legal Name of Contracting Company

Rick Griffin
Contact Person

P.O. Box 1830, Sugarland, Tx, 77487 487-1830 RG
Complete Mailing Address

281-491-7316 281-491-2756
Telephone Number Facsimile Number

Richard6689@sbcglobal.net
Email Address

Rick Griffin 2-18-09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials
for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Gulf Coast Stabilized Materials Div. Campbell Concrete & Materials L.P.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-491-7316 — Telephone Number
281-491-2756 — Facsimile Number

P.O. Box 1830 Sugarland, TX 77487-1830
Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Rick Griffin Sales Rep.
Authorized Representative and Title (printed)

Richard6689@sbcglobal.net
Authorized Representative's Email Address

Rick Griffin
Signature of Authorized Representative

Initials of Bidder: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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: RG

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 and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: RG

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: RG

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: RG

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.

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.

Initials of Bidder: RG

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.

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.

Initials of Bidder: RG

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 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.

Initials of Bidder: RCG

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.

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.

Initials of Bidder: RG

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;

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;

Initials of Bidder: RG

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: RCG

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: RCG

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ 14.00

Pick up point(s): Pit #1 17820 Madden Rd Pit #15 26035 Fulshear Gaston Rd.

Price per mile Plant to Jobsite: $ ~~2.68~~ RG first mile, $ .25 each additional mile.

Add $_____ per ton for laydown.

Add $ ~~.75~~ 2.50 RG per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ 16.50

Pick up point(s): SAME AS Above

Price per mile Plant to Jobsite: $ ~~.25~~ 2.68 RG first mile, $ .25 each additional mile.

Add $_____ per ton for laydown.

Add $ 2.50 per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: RG

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $ 23.00

Pick up point(s): Pit #1 17820 Madden Rd

2.68 RG

Price per mile Plant to Jobsite: $ ~~.25~~ first mile, $ .25 each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $ 31.00

Pick up point(s): Same as above

Price per mile Plant to Jobsite: $ 2.68 first mile, $ .254 each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: RG

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: RG

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: RG

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: RG

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: RG

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder: RG

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $_____

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: RG

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: RG

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: RG

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: RG

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: RG

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder: RG

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: RG

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: RG

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: RG

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Gulf Coast Stabilized Materials (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 20 09.

Fort Bend County, Texas

By: _____
County Judge

By: Rick Griffin
Signature of Contractor

By: Rick Griffin Sales Rep.
Printed Name and Title

Bid 09-048 item 24 E 6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/19/2009

PRODUCER
Marsh USA, Inc.
4400 Commerica Bank Tower
1717 Main St.
Dallas, TX 75201-7357
Attn: hanson.request@marsh.com Fax: 212-948-1306
624491-LEHIG-GAWP-09-10

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: Liberty Mutual Fire Ins Co	23035
INSURER B: N/A	N/A
INSURER C: Liberty Insurance Corporation	42404
INSURER D: N/A	N/A
INSURER E:	

INSURED
GULF COAST STABILIZED MATERIALS
A DIVISION OF CAMPBELL CONCRETE AND MATERIALS
P.O. BOX 1830
SUGAR LAND, TX 77487-1830

COVERAGES 2

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 GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	TB2-631-509529-039	01/01/09	01/01/10	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 $ 250,000 $ 1,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	AS2-631-509529-029	01/01/09	01/01/10	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	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-509529-019 (AOS)	01/01/09	01/01/10	X WC STATU-TORY LIMITS OTH-ER	
C		ANY PROPRIETOR/PARTNER/EXECUTIVE	WC7-631-509529-049 (OR & WI)	01/01/09	01/01/10	E.L. EACH ACCIDENT	$ 1,000,000
C		OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA7-63D-509529-059 (MN)	01/01/09	01/01/10	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER HOU-001063972-01

FORT BEND COUNTY
ATTN: DEBBIE KAMINSKI
4520 READING ROAD
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 of Marsh USA Inc.
William Hines

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

Headwaters Resources Inc.
Legal Name of Contracting Company

Bob Sparacino
Contact Person

PO Box 38 Thompsons TX 77481
Complete Mailing Address

979-255-2513 281-238-5199
Telephone Number Facsimile Number

bsparacino@headwaters.com
Email Address

[signature] 2-17-09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Headwaters Resources, Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

979-255-2513 — Telephone Number
281-238-5199 — Facsimile Number

PO Box 38
Complete Mailing Address (for Correspondence)

Thompsons TX 77481
City, State and Zip Code

PO Box 974157
~~Dallas TX 75397-4~~
Complete Remittance Address (if different from above)

Dallas TX 75397-4157
City, State and Zip Code

Robert Sparacino — Tech Sales Rep
Authorized Representative and Title (printed)

bsparacino@headwaters.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: RCS

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: 

2.7 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.

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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.

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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: 

2.15 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) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: 

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder

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.

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.

Initials of Bidder 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

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.

Initials of Bidder: 

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;

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: 

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: _____

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: _____

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: KC

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: _____

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder 

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder: RG

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ 32.00

Pick up point(s): Twin Oaks Power Plant (Bremond TX)

Price per mile Plant to Jobsite: $ 5.27 first mile, $ 5.27 each additional mile.

Add $ 0 per ton for ~~installation~~
Spreader bar is included

Initials of Bidder BCG

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: _____

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: _____

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder 

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $5.00

Pick up point(s): W A Parish Electric Generating Station (Thompsons TX)

Price per mile Plant to Jobsite: $____ first mile, $____ each additional mile.

Add $____ per ton for installation.

Initials of Bidder: 

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

OK

This memorandum of agreement made and entered into on the ~~17th~~ 3rd 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 Headwaters Resources Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: _____
Signature of Contractor

By: Robert C Sparacino Tech Sales Rep
Printed Name and Title

Bid 09-048
Item 24 E 6

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

Martin Marietta Materials

Legal Name of Contracting Company

Lucy Aceves - Inside Sales Representative

Contact Person

P. O. Box 3147 Humble, Texas 77347

Complete Mailing Address

(281) 441-6807 — Telephone Number

(281) 441-6844 — Facsimile Number

lucy.aceves@martinmarietta.com

Email Address

Signature

February 17, 2009

Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Martin Marietta Materials

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(281) 441-6807 — Telephone Number

(281) 441-6844 — Facsimile Number

P. O. Box 3129

Complete Mailing Address (for Correspondence)

Humble, Texas 77347

City, State and Zip Code

P. O. Box 848241

Complete Remittance Address (if different from above)

Dallas, Texas 75284-8241

City, State and Zip Code

Andy Batsell - District Sales Manager

Authorized Representative and Title (printed)

andy.batsell@martinmarietta.com

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: AG

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: AG

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: 

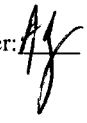
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed 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.

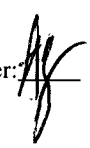
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

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.

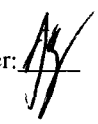
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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: 

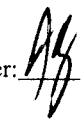
2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling 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.

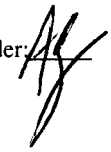
2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County 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) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: 

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 this 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 bids.

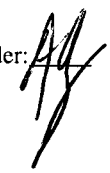
7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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:

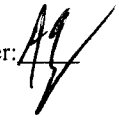
8.2.3.1 Premises/Operations
8.2.3.2 Products/Completed Operation
8.2.3.3 Contractual
8.2.3.4 Owner's Protective
8.2.3.5 Personal Injury/Advertising Liability
8.2.3.6 Mobile Equipment

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: _____

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

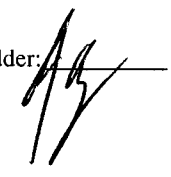
14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: 

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

Add $ NO BID per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

Add $ NO BID per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per cubic yard for laydown.

Initials of Bidder: AG

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $ 16.09

Pick up point(s): 855 SH-36 North - Rosenberg, Texas 77471

Price per mile Plant to Jobsite: $ 1.95 first mile, $ 0.15 each additional mile.

Add $ NO BID per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

Initials of Bidder: _____

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $NO BID first mile, $NO BID each additional mile.

Add $NO BID per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $NO BID first mile, $NO BID each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $14.75

Pick up point(s): 6747 SH-71 South, Garwood, Texas 77442

Price per mile Plant to Jobsite: $1.95 first mile, $0.15 each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $NO BID first mile, $NO BID each additional mile.

Add $NO BID per ton for lay down.

Initials of Bidder: _____

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for lay down.

Initials of Bidder: AJ

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $ NO BID.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: _____

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

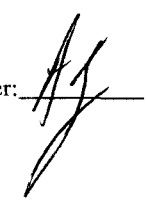
14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: 

Unit bid price, Pulverizing Only:

$ NO BID per linear foot up to a depth of 2"

$ NO BID per linear foot up to a depth of 4"

$ NO BID per linear foot up to a depth of 6"

$ NO BID per linear foot up to a depth of 8"

$ NO BID per linear foot up to a depth of 10"

$ NO BID per linear foot up to a depth of 12"

$ NO BID per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$ NO BID Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $ NO BID

Transported by contractor's vehicles: $ NO BID

14.15 Field Sand.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Initials of Bidder: ____

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for installation

Initials of Bidder: AA

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $ NO BID

Pick up point(s): NO BID .

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

Add $ NO BID per 1/2 sack cement per ton.

Initials of Bidder: 

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID.

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: AJ

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: 

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: _____

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$ NO BID	$ NO BID	$ N O BID
35% Dry solids	$ NO BID	$ NO BID	$ NO BID
46% Dry solids	$ NO BID	$ NO BID	$ NO BID

Initials of Bidder: 

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for installation.

Initials of Bidder: 

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $ 27.00

Pick up point(s): 855 SH-36 North, Rosenberg, Texas 77471

Price per mile Plant to Jobsite: $ 1.95 first mile, $ 0.15 each additional mile.

Add $ NO BID per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $ NO BID

Pick up point(s): NO BID

Price per mile Plant to Jobsite: $ NO BID first mile, $ NO BID each additional mile.

Add $ NO BID per ton for installation.

Initials of Bidder: _____

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $27.00

Pick up point(s): 855 SH-36 North, Rosenberg, Texas 77471

Price per mile Plant to Jobsite: $1.95 first mile, $0.15 each additional mile.

Add $NO BID per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $45.00

Pick up point(s): 855 SH-36 North, Rosenberg, Texas 77471

Price per mile Plant to Jobsite: $2.95 first mile, $0.25 each additional mile.

Add $NO BID per ton for installation.

Initials of Bidder: AG

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Martin Marietta Materials
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 20 09.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By:
Signature of Contractor

By: Andy Batsell, District Sales Manager
Printed Name and Title

Bid 09-048 item 24E6

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

ProLine Materials, Inc.
Legal Name of Contracting Company

Reid Dawson - Ashli Geick
Contact Person

22010 Fairground Rd - Hempstead, TX 77445
Complete Mailing Address

979-826-7075 — Telephone Number
979-826-6007 — Facsimile Number

proline24@hughes.net
Email Address

Ashli Geick — Signature
2/19/09 — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials
for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Proline Materials, Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

979-826-7075 979-826-6007
Telephone Number Facsimile Number

22010 Fairground Rd.
Complete Mailing Address (for Correspondence)

Hempstead, TX 77445
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Ashli Geick - Office Manager
Authorized Representative and Title (printed)

proline24@hughes.net
Authorized Representative's Email Address

Ashli Geick
Signature of Authorized Representative

Initials of Bidder: AG

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.

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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.

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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.

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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.

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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: AG

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 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.

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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 contract with one (1) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: AG

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

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7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

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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.

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.

Initials of Bidder: AS

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.

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.

Initials of Bidder: AG

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 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.

Initials of Bidder: AG

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.

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.

Initials of Bidder: AG

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;

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;

Initials of Bidder: AG

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: AG

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: AG

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: AG

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: AG

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: AG

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: AG

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: AG

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: AG

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder: AG

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $_____

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: AG

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: AB

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $ 80.00

Pick up point(s): Hempstead, TX.

Price per mile Plant to Jobsite: $ 84.00 includes Freight TO Jobsite first mile, $_____ each additional mile.

Add $ NA per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. Austin County Precinct 1
2. Brazoria County Precinct 1
3. Waller County Road and Bridge

Initials of Bidder: AG

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: AG

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: AG

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder: AG

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: AG

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: AG

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: AG

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Prolime Materials
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: R D
Signature of Contractor

By: Reid Dawson VP
Printed Name and Title

Bid 09-048 Item 24E6

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/19/2009

PRODUCER
GRAYLESS INS AGENCY
1100 TRAVIS STREET
P. O. BOX 400
RICHMOND TX 77406-0400
(281) 342-8127

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 #

INSURED
PROLINE MATERIALS, INC.
22010 FAIRGROUNDS ROAD
Hempstead TX 77445-

INSURER A: COLONY 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL3618798	01/23/2009	01/23/2010	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		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 $					$
		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

CERTIFICATE HOLDER

FORT BEND COUNTY
CHERYL
4520 READING RD. STE A
ROSENBERG TX 77471-

CANCELLATION

AI001004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Mary Ann Graham

© ACORD CORPORATION 1988

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)
ProLine Material, Inc.

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.)
22010 Fairground Rd.

Requester's name and address (optional)

City, state, and ZIP code
Hempstead, TX 77445

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.

Social security number

or

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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,

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials
for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

SILVA CONTRACTING CO.,
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281 /342-9314
Telephone Number Facsimile Number

6130 FM 2218
Complete Mailing Address (for Correspondence)

RICHMOND, TX 77469
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

ERIC SUAREZ - VICE PRESIDENT
Authorized Representative and Title (printed)

ESUAREZ@SILVACOMPANIES.COM
Authorized Representative's Email Address

Eric Suarez
Signature of Authorized Representative

Initials of Bidder: ES

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: EL

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: EL

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: EA

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: EL

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: EL

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: EJ

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: EA

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: EA

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) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: EA

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: EP

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.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

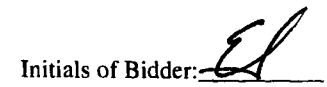
10.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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.

Initials of Bidder: 

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;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: EA

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 25.00 per ton for laydown. 800 Ton minimum EA

14.1.2 with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 25.00 per ton for laydown. 800 Ton minimum EA

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: EA

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 35.00 per cubic yard for laydown. 300 yard minimum EJ

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 35.00 per cubic yard for laydown. 300 yard minimum EJ

Initials of Bidder: EJ

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

Initials of Bidder: EL

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 25.00 per ton for lay down. 800 Ton minimum EL

Initials of Bidder: EL

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 25.00 per ton for lay down. 800 Ton minimum EL

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 40.00 per ton for laydown. 500 Ton minimum EL

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 30.00 per ton for lay down. 500 Ton minimum EL

Initials of Bidder: EL

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 30.00 per ton for lay down. 500 Ton minimum EA

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: EA

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: _____

Unit bid price, Pulverizing Only:

$ 2.50 per linear foot up to a depth of 2"

$ 3.50 per linear foot up to a depth of 4"

$ 4.50 per linear foot up to a depth of 6"

$ 5.50 per linear foot up to a depth of 8"

$ 7.00 per linear foot up to a depth of 10"

$ 8.00 per linear foot up to a depth of 12"

$ 9.50 per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$ 5.00 Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder: EA

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $_____

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: EL

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: EA

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: _____

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: _____

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: EL

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder: EL

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: EL

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $25.00 per ton for lay down. 800 Ton minimum EL

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: EL

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: _____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 SILVA CONTRACTING CO, INC (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Eric Suarez
Signature of Contractor

By: Eric Suarez Vice President
Printed Name and Title

Bid 09-048 item 24E6

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR SILVA-1 | DATE (MM/DD/YYYY) 02/19/09

PRODUCER

Insurance Alliance
1776 Yorktown, #200
Houston TX 77056
Phone: 713-966-1776 Fax: 713-966-1700

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

Silva Contracting Company Inc
6130 FM 2218
Richmond TX 77469

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Am Guarantee & Liab Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
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	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	CPO399425305	10/15/08	10/15/09	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP399425405	10/15/08	10/15/09	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 $ 0	AUC-9304616-06	10/15/08	10/15/09	EACH OCCURRENCE AGGREGATE	$ 5000000 $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 399425505	10/15/08	10/15/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

Project: Bid 09-048

CERTIFICATE HOLDER

FORTB-0

Fort Bend County
4520 Reading Road, 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 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Harlan J. Berger

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials
for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

TARMAC MATERIALS, LLC
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-342-9314
Telephone Number Facsimile Number

6130 FM 2218
Complete Mailing Address (for Correspondence)

RICHMOND, TX 77469
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

ERIC SUAREZ - VICE PRESIDENT
Authorized Representative and Title (printed)

ESUAREZ@SILVACOMPANIES.COM
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: EJ

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: EJ

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: EA

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: EL

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.

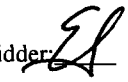
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

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: EA

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: EL

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 and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: EL

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: EL

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.

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.

Initials of Bidder: EV

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.

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.

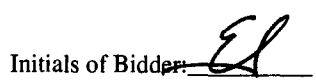
9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: EA

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.

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.

Initials of Bidder: 

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;

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;

Initials of Bidder: EA

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: EL

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $39.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $37.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: EA

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: EL

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: _____

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $ 40.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.25 each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: EL

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $38.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $68.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $35.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: EL

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $35.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: EL

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder 

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder: EL

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $_____

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: EJ

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: EL

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: _____

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder _____

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: _____

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder: EL

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: EL

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $34.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $52.90

Pick up point(s): Rosenberg, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $0.25 each additional mile.

Add $_____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: EL

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: EL

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 TARMAC MATERIALS, LLC (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Eric Suarez Vice President
Printed Name and Title

Bid 09-048 item 24E6

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR SILVA-1 | DATE (MM/DD/YYYY) 02/19/09

PRODUCER

Insurance Alliance
1776 Yorktown, #200
Houston TX 77056
Phone: 713-966-1776 Fax: 713-966-1700

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

Tarmac Materials LLC
6130 FM 2218
Richmond TX 77469

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Am Guarantee & Liab Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
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	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	CPO399425305	10/15/08	10/15/09	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP399425405	10/15/08	10/15/09	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 $ 0	AUC-9304616-06	10/15/08	10/15/09	EACH OCCURRENCE AGGREGATE	$ 5000000 $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 399425505	10/15/08	10/15/09	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

Project: 09-048

CERTIFICATE HOLDER

FORTB-0

Fort Bend County
4520 Reading Road
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 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Harlan J. Berger

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Vulcan Construction Materials LP
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(281) 276-4900
Telephone Number Facsimile Number

12603 Southwest Freeway, Suite 300
Complete Mailing Address (for Correspondence)

Stafford, TX 77477
City, State and Zip Code

P.O. Box 849131
Complete Remittance Address (if different from above)

Dallas, Texas 75284-9131
City, State and Zip Code

Catarino Rios Sales Rep.
Authorized Representative and Title (printed)

riosc@vmcmail.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: CR

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: CR

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: CR

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: CR

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: CA

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: CL

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 and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: _____

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: CL

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: CL

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.

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.

Initials of Bidder: CL

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.

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.

Initials of Bidder: CR

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 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.

Initials of Bidder: CH

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.

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.

Initials of Bidder: CL

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;

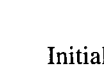
10.9.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: CL

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: CR

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: CL

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $16.97

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $3.19 first mile, $.19 each additional mile.

Add $N/B per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $27.75

Pick up point(s): 14047 Industrial Rd, Houston, TX 77015

Price per mile Plant to Jobsite: $3.19 first mile, $.19 each additional mile.

Add $N/B per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $16.97

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $3.19 first mile, $.19 each additional mile.

Add $N/B per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: CL

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: CL

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $ N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $ 16.97

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Add $ N/B per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $ ~~[illegible]~~ N/B Bid CR

Pick up point(s): ~~FM 1022/Hwy 90 West, Dabney, TX 78801~~ CR

Price per mile Plant to Jobsite: $ ~~3.19~~ CR first mile, $ ~~.19~~ CR each additional mile.

Add $ N/B per ton for lay down.

Initials of Bidder: CR

14.11.2 PB-4 & PB-5

CK No Bid

Price per ton your plant/pit/siding: $~~15.00~~

Pick up point(s): ~~Fm 1022/ Hwy 90 West, Dabney, TX 78801~~ CK

Price per mile Plant to Jobsite: $~~3.19~~ CK first mile, $~~.19~~ CK each additional mile.

Add $ N/B per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $ N/B.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: CK

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: CR

Unit bid price, Pulverizing Only:

$ N/B per linear foot up to a depth of 2"

$ N/B per linear foot up to a depth of 4"

$ N/B per linear foot up to a depth of 6"

$ N/B per linear foot up to a depth of 8"

$ N/B per linear foot up to a depth of 10"

$ N/B per linear foot up to a depth of 12"

$ N/B per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$ N/B Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $ N/B

Transported by contractor's vehicles: $ N/B

14.15 Field Sand.

Price per ton your plant/pit/siding: $ 3.50

Pick up point(s): 3551 E. FM 1093, Wallis, TX 77485

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Initials of Bidder: CR

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: CK

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $ N/B

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: CK

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $__N/B_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: CK

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: CK

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: _____

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$ N/B	$ N/B	$ N/B
35% Dry solids	$ N/B	$ N/B	$ N/B
46% Dry solids	$ N/B	$ N/B	$ N/B

Initials of Bidder: CM

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: CA

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $ 21.50

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Add $ N/B per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $ N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $ _____ first mile, $ _____ each additional mile.

Add $ _____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $ 34.50

Pick up point(s): 939 Hwy 36, Rosenberg, tx 77471

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Add $ N/B per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $ 34.50

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Add $ N/B per ton for installation.

Initials of Bidder: CR

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $ 27.50

Pick up point(s): 939 Hwy 36, Rosenberg, TX 77471

Price per mile Plant to Jobsite: $ 3.19 first mile, $ .19 each additional mile.

Add $ N/B per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $ N/B

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: CK

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Vulcan Const. Materials
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 20 09.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Catarino Rios Sales Rep.
Printed Name and Title

Bid 09-048 item 24E6

MEMORANDUM OF INSURANCE

DATE 16-Feb-2009

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=D156. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co.A Old Republic Ins Co
INSURED Vulcan Materials Company P O Box 385014 Birmingham, Alabama 35238-5014 United States	Co.B Lexington Ins Co
	Co.C
	Co.D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE	MWZZ 50525	01-Jan-2009	01-Jan-2010	GENERAL AGGREGATE	3,000,000
					PRODUCTS - COMP/OP AGG	3,000,000
					PERSONAL AND ADV INJURY	3,000,000
					EACH OCCURRENCE	3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	3,000,000
					MED EXP (ANY ONE PERSON)	EXCLUDED
A	AUTOMOBILE LIABILITY ANY AUTO	MWTB 20503	01-Jan-2009	01-Jan-2010	COMBINED SINGLE LIMIT	3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
B	EXCESS LIABILITY OTHER THAN UMBRELLA FORM	7545482	30-Jun-2008	30-Jun-2009	EACH OCCURRENCE	2,000,000
					AGGREGATE	2,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY	MWC115732 00 (All Other States)	01-Jan-2009	01-Jan-2010	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	

						1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	EXCESS WC	MWXS 854	01-Jan-2009	01-Jan-2010	WC-STATUTORY	EL $1M/$1M/ $1M
A	EXCESS WC	MWFEX 134	01-Jan-2009	01-Jan-2010	WC-STATUTORY	EL $1M/$1M/ $1M

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE 16-Feb-2009

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PRODUCER	INSURED
Marsh USA Inc. ("Marsh")	Vulcan Materials Company P O Box 385014 Birmingham, Alabama 35238-5014 United States

ADDITIONAL INFORMATION

General Liability includes Contractual Liability

Named Insured includes:
Vulcan Construction Materials, LP
Florida Rock Industries, Inc., its subsidiaries and affiliates
Reco Transportation, LLC
Azusa Rock
Palomar Transit Mix
Triangle Rock Products
Calmat Co. DBA Vulcan Materials Company, Western Division
Val-Rock, Inc.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Click here for a printer-friendly version of this document.

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

G. & S. Asphalt, Inc.
d.b.a:
American Materials
Legal Name of Contracting Company

Jerry L. Berry
Contact Person

P. O. Box 935, Stafford, Texas 77497-0935
Complete Mailing Address

281-499-1551 — Telephone Number
281-499-1525 — Facsimile Number

jberry@durwardgreene.com
Email Address

Jerry L. Berry Vice President — Signature
2-19-09 — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

G. & S. Asphalt, Inc., dba: American Materials
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-499-1551 — Telephone Number
281-499-1525 — Facsimile Number

P.O. Box 935, Stafford, Texas 77497-0935
Complete Mailing Address (for Correspondence)

Stafford, Texas 77497
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

Initials of Bidder: JLB

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: JHB

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: JHB

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: JLB

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: JHB

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: JHB

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 and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder

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.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder 

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 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.

Initials of Bidder: _____

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.

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.

Initials of Bidder: 

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;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: _____

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $ 37.00

Pick up point(s): 2122 Highway 90A, Missouri City, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ .15 each additional mile.

Add $ ~~15.00~~ No Bid per ton for laydown. JJB

14.1.2 with RAP

Price per ton your plant/pit/siding: $ 31.50

Pick up point(s): 2122 Highway 90A, Missouri City, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ .15 each additional mile.

Add $ ~~15.00~~ No Bid per ton for laydown. JJB

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: JJB

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: JHB

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $ 11.35

Pick up point(s): 2122 Highway 90 A, Missouri City, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ .25 each additional mile.

Add $ No Bid per ton for laydown.

Initials of Bidder: JHB

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $37.75

Pick up point(s): 2122 Highway 90A, Missouri City, Texas

Price per mile Plant to Jobsite: $2.50 first mile, $.15 each additional mile.

Add $No Bid per ton for lay down.

Initials of Bidder: JHB

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $ 35.50

Pick up point(s): 2122 Highway 90A, Missouri City, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ .15 each additional mile.

Add $ No Bid per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: JHB

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $No Bid.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: JHB

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: 

Unit bid price, Pulverizing Only:

$ No Bid per linear foot up to a depth of 2"

$ " per linear foot up to a depth of 4"

$ " per linear foot up to a depth of 6"

$ " per linear foot up to a depth of 8"

$ " per linear foot up to a depth of 10"

$ " per linear foot up to a depth of 12"

$ " per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder JLB

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: JHB

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $ No Bid

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: JHB

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder JBB

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: 

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: _____

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$ No Bid	$	$
35% Dry solids	$ "	$	$
46% Dry solids	$ "	$	$

Initials of Bidder: JHB

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JHB

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $ 47.50

Pick up point(s): 2122 Highway 90A, Missouri City, Texas

Price per mile Plant to Jobsite: $ 2.50 first mile, $ .15 each additional mile.

Add $ No Bid per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JLB

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JHB

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 G. & S. Asphalt, Inc. dba: American Materials (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Jerry L. Berry Vice President
Signature of Contractor

By: Jerry L. Berry Vice President
Printed Name and Title

Bid 09-048 Item 24 E 6

ACORD™

CERTIFICATE OF INSURANCE

ISSUE DATE
02/17/2009

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

G & S Asphalt, Inc. dba American Materials
P.O. Box 935
Stafford, TX 77497-0935

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
					$	
					$	
					$	

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County, Bid # 09-048.

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 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 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 # 1X6DFQSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Century Asphalt, Ltd.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(713)292-2875 — Telephone Number
(713)292-2885 — Facsimile Number

P.O. Box 57
Complete Mailing Address (for Correspondence)

Baytown, TX 77522
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Richard Greer, Vice President/Sales Manager
Authorized Representative and Title (printed)

rgreer@vcenturyasphalt.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 [redacted]. 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: [signature]

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: 

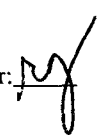
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written 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: 

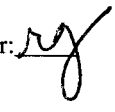
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed 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: _____

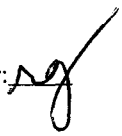
1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in 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.

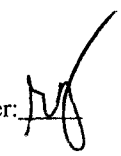
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

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.

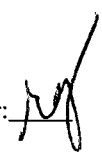
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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.

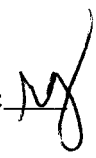
2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance 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) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: 

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 this 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 bids.

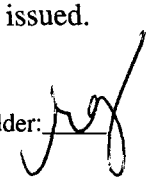
7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: _____

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.

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.

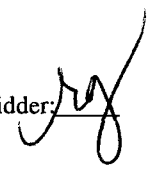
8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

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.

Initials of Bidder: 

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.

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.

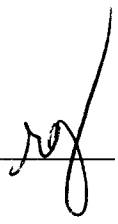
9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

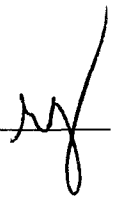
10.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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.

Initials of Bidder: 

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;

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;

Initials of Bidder: _____

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.

11.0 PREVAILING WAGES:

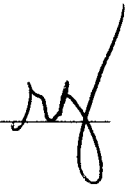
Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: 

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $ listed below

Pick up point(s): Rosenberg $35.25/Katy $38.25/Arcola $38.25

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.20 each additional mile.

Add $ N/A per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $ listed below

Pick up point(s): Rosenberg $32.25/Katy $35.25/Arcola $35.25

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.20 each additional mile.

Add $ N/A per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: _____

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: _____

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: _____

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $nobid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $listed below

Pick up point(s): Rosenberg $37.00/Katy $38.25/Arcola $41.00

Price per mile Plant to Jobsite: $2.50 first mile, $0.20 each additional mile.

Add $N/A per ton for lay down.

Initials of Bidder: _____

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $ listed below

Pick up point(s): Rosenberg $34.00/Katy $35.25/Arcola $38.00

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.20 each additional mile.

Add $ N/A per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $ listed below

Pick up point(s): Rosenberg $33.00/Arcola $34.00

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.20 each additional mile.

Add $ N/A per ton for lay down.

Initials of Bidder: _____

14.11.2 PB-4 & PB-5 Only

Price per ton your plant/pit/siding: $ listed below

Pick up point(s): Rosenberg $33.00/Arcola $34.00

Price per mile Plant to Jobsite: $ 2.50 first mile, $ 0.20 each additional mile.

Add $ N/A per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $ no bid .

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: _____

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

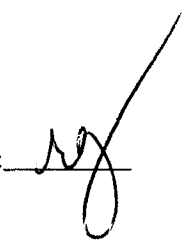
14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: 

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder:_____

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: _____

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $ no bid

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: _____

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $ 85.85 UPM

Pick up point(s): 9519 Old Galveston Road, Houston TX 77034.

Price per mile Plant to Jobsite: $ 2.25 first mile, $ 0.15 each additional mile.

Add $ N/A per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. Fort Bend County
2. Galveston County
3. Quikrete (936)587-4450

Initials of Bidder: MM

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder:

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder:_____

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$ no bid	$	$
35% Dry solids	$ no bid	$	$
46% Dry solids	$ no bid	$	$

Initials of Bidder: _____

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $ no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: _____

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $ See below

Pick up point(s): Arcola $49.00 Rosenberg $47.00

Price per mile Plant to Jobsite: $2.50 first mile, $ .20 each additional mile.

Add $ N/A per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $ no bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JG

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $no bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: _____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Century Asphalt, Ltd. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Richard Greer, Vice President/Sales Mngr
Printed Name and Title

Bid 09-048 item 24E6

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CH BAYTO-1 | DATE (MM/DD/YYYY) 12/11/08

PRODUCER

BondPro, Inc.
8 Greenway Plaza, Suite 814
Houston TX 77046
Phone: 713-355-1000 Fax: 713-355-1001

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

Century Asphalt, Ltd.
P.O. Box 57
Baytown TX 77522

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Interstate Fire & Casualty Ins	22829
INSURER B:	Hartford Fire Insurance Co	19682
INSURER C:	RSUI Insurance Company	22314
INSURER D:	Hartford Underwriters Ins Co	29424
INSURER E:	St. Paul Surplus Lines Ins Co	30481

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	DGL1000060	09/02/08	09/02/09	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 $ 10,000 $ $ 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] MCS-90	61UENQT1574	09/02/08	09/02/08	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 [ ] RETENTION $	NHN041056	09/02/08	09/02/09	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WEQT1573	09/02/08	09/02/09	[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
E		OTHER Property Incl CE	MU05597288 REPLACEMENT COST	07/25/08	07/25/09	All Risk Rented	17,350,000 150,000

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

Certificate Holder is added as Additional Insured (except WC) and Waiver of Subrogation (all lines) as their interest may appear.

CERTIFICATE HOLDER

Information Only
For Bidding Purposes

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

Robert M. Overbey, Jr.

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Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

Cherry Crushed Concrete
Legal Name of Contracting Company

Mary Sparks
Contact Person

6131 Selinsky
Complete Mailing Address

713-436-0990 — 713436-0071
Telephone Number — Facsimile Number

Mary@CherryCrushedConcrete.com
Email Address

Signature — 2/18/09
Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials
for Fort Bend County
BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Cherry Crushed Concrete
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-436-0990 — Telephone Number
713-436-0391 — Facsimile Number

6131 Selinsky
Complete Mailing Address (for Correspondence)

Houston, TX 77048
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Mary Sparks — Sales Manager
Authorized Representative and Title (printed)

Mary@CherryCrushedConcrete.com
Authorized Representative's Email Address

M. Sparks
Signature of Authorized Representative

Initials of Bidder: MS

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.

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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.

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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.

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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.

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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 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.

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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 contract with one (1) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

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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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

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7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

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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.

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.

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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.

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.

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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 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.

Initials of Bidder: MS

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.

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.

Initials of Bidder: MS

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;

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;

Initials of Bidder: MS

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: MS

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder:_____

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: MS

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $ 10.19

Pick up point(s): 6006 Almeda Rd Fresno, TX 77545
6019 Crawford Houston TX 77041

Price per mile Plant to Jobsite: $ 1.50 first mile, $ .19 each additional mile.

Add $ 0 per ton for laydown.

Initials of Bidder: MS

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $ 17.50

Pick up point(s): 606 Almeda, Fresno TX 77545

Price per mile Plant to Jobsite: $ 1.50 first mile, $ .10 each additional mile.

Add $ _____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

No Bid

Initials of Bidder: _____

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: MS

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $_____.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder: MS

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: MS

Unit bid price, Pulverizing Only:

$_____ per linear foot up to a depth of 2"

$_____ per linear foot up to a depth of 4"

$_____ per linear foot up to a depth of 6"

$_____ per linear foot up to a depth of 8"

$_____ per linear foot up to a depth of 10"

$_____ per linear foot up to a depth of 12"

$_____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$_____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $_____

Transported by contractor's vehicles: $_____

14.15 Field Sand.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder:_____

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $_____

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: _____

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder:_____

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder:_____

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: _____

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: MS

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$	$	$
35% Dry solids	$	$	$
46% Dry solids	$	$	$

Initials of Bidder: _____

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder:_____

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $_____

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder:_____

14.25 Bullrock 3" x 5" – Concrete

Price per ton your plant/pit/siding: $ 16.00

Pick up point(s): 606 Almeda Fresno TX 77545
6019 Crawford Houston TX 77041

Price per mile Plant to Jobsite: $ 1.50 first mile, $ .19 each additional mile.

Add $ -0- per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $ 25.25

Pick up point(s): 606 Almeda Rd Fresno TX 77545
6019 Crawford Houston TX 77041

Price per mile Plant to Jobsite: $ 2.00 first mile, $ .20 each additional mile.

Add $ -0- per ton for installation.

Initials of Bidder: MD

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Cherry Crushed Concrete (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd day of March 20 09.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Mary Sparks Sales Manager
Printed Name and Title

Bid 09-048 item 24 E 6

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 09-048

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.

Durwood Greene Construction Co.
Legal Name of Contracting Company

Jerry L. Berry
Contact Person

P.O. Box 1338, Stafford, Texas 77497-1338
Complete Mailing Address

281-499-1551 — Telephone Number
281-499-1525 — Facsimile Number

jberry@durwoodgreene.com
Email Address

Jerry L. Berry Vice President 2-19-09
Signature — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County BID 09-048

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-048
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: 01/23/09
Issued: 02/04/09

Vendor Information

Durwood Greene Construction Co.
Legal Name of Contracting Company

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

Initials of Bidder: JLB

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: JHB

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: JLB

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 JHB

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: JLB

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: JKB

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: JBB

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 and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: JHB

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 this 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 bids.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

Initials of Bidder: 

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder

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.

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.

Initials of Bidder 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

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.

Initials of Bidder

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;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: JHB

14.0 SPECIFICATIONS, REQUIRED MATERIALS:

14.1 Asphalt Stabilized Base: THD #292, Black Base.

14.1.1 without RAP

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 15.00 per ton for laydown.

14.1.2 with RAP

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 15.00 per ton for laydown.

14.2 Cement Stabilized Sand: THD & PT #400.5

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

Material removed by decantation:	5.0%
Clay lumps:	0.5%
Other deleterious substances such as Shale, Coal, etc.	2.0%

Grade Retainage:

3/8 inch screen	0%
1/4 inch screen	0-5%
20 mesh screen	15-50%
100 mesh screen	80-100%

Initials of Bidder: JHB

14.2.1 Cement: Portland Cement, Type I, 1-1/2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.2.2 Cement: Portland Cement, Type I, 2 sack minimum cement content per ton.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

14.3 Drystone Coverstone (Lightweight): THD #303

14.3.1 Grade 3 mod.

Price per cubic yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

14.3.2 Grades 4 & 5

Price per cubic yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per cubic yard for laydown.

Initials of Bidder: JHB

14.4 Flexible Base: THD #247.

14.4.1 Type A - Grade "2".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.2 Type A - Grade "2" with 5% Cement, Pugmill Mixed:

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.4.3 Type B - Grade "2".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.5 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

14.5.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: $ ~~11.35~~ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Initials of Bidder: JHB

14.5.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.6 Gravel, River Washed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.7 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

14.8 Hot Mix Asphaltic Concrete Pavement: THD #340.

14.8.1 Type D: without RAP

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 15.00 per ton for lay down.

Initials of Bidder: JHB

14.8.2 Type D: with RAP

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 15.00 per ton for lay down.

14.9 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.10 Limestone Base Material: "Georgetown Variety".

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.11 Precoated Coverstone: PB-3 or PB-4 and PB-5.

14.11.1 PB-3

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

Initials of Bidder: JHB

14.11.2 PB-4 & PB-5

Price per ton your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for lay down.

14.12 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: $No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

14.13 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: $No Bid.

14.14 Pulverizing Existing Asphalt and/or Base Road:

14.14.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

14.14.2 Construction Methods:

14.14.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

14.14.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

14.14.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

14.14.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.

Initials of Bidder JJB

14.14.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.

14.14.2.6 Pulverize existing material in-place, County to furnish support equipment.

14.14.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

14.14.4 Measurement:

14.14.4.1 Work prescribed by this item will be measured by the liner foot of roadway.

14.14.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

14.14.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Initials of Bidder: 

Unit bid price, Pulverizing Only:

$ 1.75 per linear foot up to a depth of 2"

$ 2.70 per linear foot up to a depth of 4"

$ ~~3.90~~ 3.70 per linear foot up to a depth of 6"

$ 4.70 per linear foot up to a depth of 8"

$ 5.70 per linear foot up to a depth of 10"

$ 6.70 per linear foot up to a depth of 12"

$ 7.70 per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
$ 4.20 Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: $ 30.00

Transported by contractor's vehicles: $ 10.00

14.15 Field Sand.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Initials of Bidder

14.16 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s): _____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation

Initials of Bidder: JBB

14.17 Asphaltic Surface Treatment Aggregate-Expanded Clay: Size 3

Deleterious materials shall not exceed the following when tested:

Deleterious	Percent
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.0
Flat or Elongated Particles	15.0
Iron Ore	2.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total: Clay Lumps, Friable Particles, Iron Ore, Coal and Lignite, and Wood	5.0

U S Sieve	Percent Passing:
1/2 inch	100
3/8 inch	85-100
No. 4	10-40
No. 8	0-10
No. 16	0-5
No. 200	0-1

Price per yard your plant/pit/siding: $ No Bid

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

Add $_____ per 1/2 sack cement per ton.

Initials of Bidder: JHB

14.18 Texas QPR 2000 Cold Mix - Road repair material (see Name Brands 1.18)

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

Initials of Bidder: JHB

14.19 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

Initials of Bidder: JHB

Chemical:

	Type A	Type B	Type C
Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present)	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by wt CaO: - - - - -	5.0 max	-	87.0 min
"Free Water" content, % by wt H_2O: - - - - - - - -	5.0 max	-	-

Physical: (Wet sieve requirement, as % by wt residue):

Retained on No. 6 (33360 micron) sieve: - - - - -	0.2 max	0.2 max[2]	8.0 max[3]
Retained on No. 30 (590 micron) sieve: - - - - - -	4.0 max	4.0 max[2]	-

Physical: (Dry sieve requirement, as % by wt residue:

Retained on a 1-inch (25 mm) sieve: - - - - - - - -	-	-	0.0
Retained on a 3/4 inch (19.0 mm) sieve: - - - - - -	-	-	10.0 max
Retained on a No. 100 (150 micron) sieve: - - - -	-	-	Grade DS-80% min. Grade S-no limits

Note 1:No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2:In "solids content" of the slurry.

Note 3:The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder: JHB

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

Percentage of Solid Contents	DRY SOLIDS Unit price per ton	Hauling & Freight $/Ton/Mile 1st Mile	Hauling & Freight $/Ton/Mile Additional Mileage
31% Dry solids	$ No Bid	$	$
35% Dry solids	$ "	$	$
46% Dry solids	$ "	$	$

Initials of Bidder: JBB

14.20 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JHB

14.21 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.22 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $ 15.00 per ton for lay down.

14.23 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.24 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JHB

14.25 Bullrock 3" x 5"

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

14.26 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: $ No Bid

Pick up point(s):_____

Price per mile Plant to Jobsite: $_____ first mile, $_____ each additional mile.

Add $_____ per ton for installation.

Initials of Bidder: JHB

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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. **(company name)** (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Type 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 3rd 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

Bid 09-048 item 24 E 6

ACORD™

CERTIFICATE OF INSURANCE

ISSUE DATE
02/17/2009

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
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

INSURED

Durwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497-1338

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: Term Contract for Purchase and Hauling of Earthen Type Road Materials for Fort Bend County, Bid # 09-048.

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 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 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.

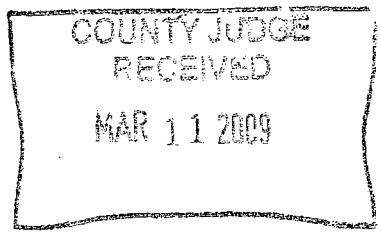
Authorized Representative



Certificate ID # HWATOECK

item 24 E.7
3-3-09 Comm Ct

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid:

09-043	24E1
09-044	24E2
09-045	24E3
09-046	24E4
09-047	24E5
09-048	24E6
09-049	24E7
09-051	24E8
09-052	24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Chemical Type Road Materials
BID 09-049

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.

Performance Grade Asphalt, L.L.C.
Legal Name of Contracting Company

Clarke DuBose
Contact Person

P.O. Box 6 Hitchcock, TX. 77563
Complete Mailing Address

409-986-7740 409-986-7950
Telephone Number Facsimile Number

clarked@pgasphalt.com
Email Address

Signature 02/05/09
Date

TRANSMISSION VERIFICATION REPORT

TIME : 02/05/2009 12:44
NAME :
FAX :
TEL :
SER.# : 000D5J886300

DATE,TIME	02/05 12:44
FAX NO./NAME	12813418645
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Chemical Type Road Materials
for Fort Bend County
BID 09-049

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-049
Chemical 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: 01/23/09
Issued: 02/04/09

Vendor Information

Performance Grade Asphalt, L.L.C.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

409-986-7740 — Telephone Number
409-986-7950 — Facsimile Number

P.O. Box 6
Complete Mailing Address (for Correspondence)

Hitchcock, TX. 77563
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Clarke DuBose, President
Authorized Representative and Title (printed)

clarked@pgasphalt.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: 

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more 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) or more vendors to provide and/or haul Chemical Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: _____

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 Deliveries must include off loading pump and hoses.

6.2 Items ordered from this 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 quotes.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

Initials of Bidder: 

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder

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.

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.

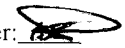
8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

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.

Initials of Bidder: 

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;

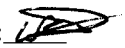
10.9.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder:

14.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Missouri City
Thompson Ferry Stockpile
Off of Thompson Ferry Road

Crabb
Crabb Service Center
201 Payne Lane

Needville
Needville Service Center
9110 Long Drive

Fresno
Fresno Stockpile
8 acres behind old Commissioner Office

Richmond
Beechnut Service Center
19310 Beechnut

Fulshear
Fulshear Stockpile
Wallis St. & Fifth St.

15.0 SPECIFICATIONS, REQUIRED MATERIALS:

15.1 AC-10, Asphalt Cement: THD #300.

Rosenberg: $2.05 Missouri City: $2.05

Crabb: $2.05 Needville: $2.05

Fresno: $2.05 Richmond: $2.05

Fulshear: $2.05

Minimum order: 3000 gallons

Price per gallon your plant: $2.00

Plant location & phone number: 5320 FM 2004 Hitchcock, TX 77563 409-986-7740

* no extra charge for trans to jobsite.

Price per mile Plant to Jobsite: $_____ first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $.10 /gallon.

Laydown charge per gallon: $.03 /gallon.

Initials of Bidder: WD

15.2 AC-20, Asphalt Cement: THD #300.

Rosenberg: $2.05 Missouri City: $2.05

Crabb: $2.05 Needville: $2.05

Fresno: $2.05 Richmond: $2.05

Fulshear: $2.05

Minimum order: 3000 gallons

Price per gallon your plant: $2.00

Plant location & phone number: 5320 Fm 2004 Hitchcock, TX 77563 409-986-7740

Price per mile Plant to Jobsite: $ & no extra shipping charges first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $.10 /gallon.

Laydown charge per gallon: $.05 /gallon.

15.3 CRS-2, Cationic Emulsion, Rapid Setting: THD #300.

Rosenberg: $1.65 Missouri City: $1.65

Crabb: $1.65 Needville: $1.65

Fresno: $1.65 Richmond: $1.65

Fulshear: $1.65

Minimum order: 3000 gallons

Price per gallon your plant: $1.60

Plant location & phone number: 5320 Fm 2004 Hitchcock, TX 77563 409-986-7740

Price per mile Plant to Jobsite: $ & no extra shipping charges first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $.10 /gallon.

Laydown charge per gallon: $.03 /gallon.

Initials of Bidder: [signature]

15.4 MC-30, Medium Curing Type Cutback Asphalt: THD #300.

Rosenberg: $2.65 Missouri City: $2.65

Crabb: $2.65 Needville: $2.65

Fresno: $2.65 Richmond: $2.65

Fulshear: $2.65

Minimum order: 3000 gallons

Price per gallon your plant: $2.60

Plant location & phone number: 5320 FM 2004 Hitchcock, TX 77563 ~~387-9869~~ 409-986-7740

* no extra charge for shipping to jobsite

Price per mile Plant to Jobsite: $_____ first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $.10 /gallon.

Laydown charge per gallon: $.05 /gallon.

Initials of Bidder: [signature]

15.5 Prime Seal/Dust Control
(Fort Bend County may contact the bidder to schedule a demonstration of the product).

Deliveries must include off loading pump and hoses.

This product will be applied by Fort Bend County to roads for the control of dust. The product must be cationic modified petroleum resin and asphalt emulsion. Must be acid flow stabilized product. Product must have a satisfactory in-place service as an asphalt prime for a minimum of 3 years. Material must be a Texas Highway Department approved product. Product is to be priced in both undiluted and diluted 12:1. In the event Fort Bend County orders the undiluted product, Fort Bend County will be responsible for diluting.

Price per gallon, undiluted, delivered to Fort Bend County: $1.65/gl

Price per gallon, diluted 12:1, delivered to Fort Bend County: $.38/gl

List at least three (3) references from agencies for whom you have provided this product.

1. Fort Bend County
2. City of La Marque
3. City of League City

15.6 SS-1 Emulsion used for tack oil:

Rosenberg: $1.65 Missouri City: $1.65

Crabb: $1.65 Needville: $1.65

Fresno: $1.65 Richmond: $1.65

Fulshear: $1.65

Minimum order: 3000 gallons

Price per gallon your plant: $1.60

Plant location & phone number: 5320 FM 2004 Hitchcock, TX 77563 409-986-7740

* no extra shipping charges

Price per mile Plant to Jobsite: $_____ first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $-10 /gallon.

Initials of Bidder: [signature]

15.7 Road Stabilizer:

Asphalt emulsion to bind the road base. Must mix with asphalt, native soils and indigenous aggregates. Alleviates the need of using lime or soil cement type products. THD #314.

Tests per ASTM D 244	Min	Max
Viscosity	20	100
Sieve		0.1%(=.001)
Storage stability 1 day %		1%
Residue by distillation	60	67
Penetration	70	100
Solubility in Trichloroethylene %	97.5	
Ductility	80	
Color	Brown turns black	

Rosenberg: $1.85 Missouri City: $1.85

Crabb: $1.85 Needville: $1.85

Fresno: $1.85 Richmond: $1.85

Fulshear: $1.85

Minimum order: 3000 gallons

Price per gallon your plant: $1.80

Plant location & phone number: 5320 FM 2004 Hitchcock TX 77563 409-986-7740
* no extra charge to jobsite

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile

Restocking fee if total order cannot be accepted: $-10/gallon.

Initials of Bidder: WR

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Performance Grade Asphalt
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Chemical Type 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 3rd day of March 20 09.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Clarke DuBose, President
Printed Name and Title

Bid 09-049 item 24 E7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2008

PRODUCER (409)934-8000 FAX: (409)935-1883
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

Texas City TX 77591

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
RIFLE TRANSPORTATION

P. O. Box 6
Hitchcock TX 77563

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amercan Intern Splty/AIG	26883
INSURER B: Commerce&Industry Ins/AIG	19410
INSURER C: Texas Mutual Insurance	
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	EG 13320367	11/20/2008	11/20/2009	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	5295442	11/20/2008	11/20/2009	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	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0012106801	2/18/2008	2/18/2009	[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
Blanket Additional Insured applies to the Auto and Blanket Waiver of Subrogation applies to the Auto and Workers Compensation as required by written contract between the insrued and certificate holder.

CERTIFICATE HOLDER

** SAMPLE **

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J Blackshear Jr. CIC/ Joe Blackshear Jr.

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Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Chemical Type Road Materials for Fort Bend County BID 09-049

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-049
Chemical 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: 01/23/09
Issued: 02/04/09

Vendor Information

Squared Emulsion Plants, LLC
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

972-822-1372 — Telephone Number
254-829-0337 — Facsimile Number

516 S. McLennan Loop, Elm Mott, TX 76640
Complete Mailing Address (for Correspondence)

Elm Mott, TX 76640
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Paul Leadabrand, CEO
Authorized Representative and Title (printed)

P2emulsions@sbcglobal.net
Authorized Representative's Email Address

Paul Leadabrand
Signature of Authorized Representative

Initials of Bidder: PL

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) or more vendors to provide and/or haul Chemical Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: 

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 Deliveries must include off loading pump and hoses.

6.2 Items ordered from this 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 quotes.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

Initials of Bidder: 

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: 

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.

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.

Initials of Bidder

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;

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;

Initials of Bidder: 

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: 

14.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Crabb
Crabb Service Center
201 Payne Lane

Fresno
Fresno Stockpile
8 acres behind old Commissioner Office

Fulshear
Fulshear Stockpile
Wallis St. & Fifth St.

Missouri City
Thompson Ferry Stockpile
Off of Thompson Ferry Road

Needville
Needville Service Center
9110 Long Drive

Richmond
Beechnut Service Center
19310 Beechnut

15.0 SPECIFICATIONS, REQUIRED MATERIALS:

15.1 AC-10, Asphalt Cement: THD #300. – No Bid

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $_____/gallon.

Initials of Bidder: RL

15.2 AC-20, Asphalt Cement: THD #300. – No Bid

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $_____/gallon.

15.3 CRS-2, Cationic Emulsion, Rapid Setting: THD #300. – No Bid

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $_____/gallon.

Initials of Bidder PL

15.4 MC-30, Medium Curing Type Cutback Asphalt: THD #300. - No Bid

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $_____/gallon.

Initials of Bidder: PL

15.5 Prime Seal/Dust Control
(Fort Bend County may contact the bidder to schedule a demonstration of the product).

Deliveries must include off loading pump and hoses.

This product will be applied by Fort Bend County to roads for the control of dust. The product must be cationic modified petroleum resin and asphalt emulsion. Must be acid flow stabilized product. Product must have a satisfactory in-place service as an asphalt prime for a minimum of 3 years. Material must be a Texas Highway Department approved product. Product is to be priced in both undiluted and diluted 12:1. In the event Fort Bend County orders the undiluted product, Fort Bend County will be responsible for diluting.

Price per gallon, undiluted, delivered to Fort Bend County: $1.47 /gl

Price per gallon, diluted 12:1, delivered to Fort Bend County: $.75 /gl

Demurrage over 2 hours $70 hr. Pump charge $70

List at least three (3) references from agencies for whom you have provided this product.

1. Brazoria County
2. Colorado County
3. City of Freeport

15.6 SS-1 Emulsion used for tack oil: - No Bid

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Initials of Bidder: _____

15.7 Road Stabilizer:

Asphalt emulsion to bind the road base. Must mix with asphalt, native soils and indigenous aggregates. Alleviates the need of using lime or soil cement type products. THD #314.

Tests per ASTM D 244	Min	Max
Viscosity	20	100
Sieve		0.1%(=.001)
Storage stability 1 day %		1%
Residue by distillation	60	67
Penetration	70	100
Solubility in Trichloroethylene %	97.5	
Ductility	80	
Color	Brown turns black	

Rosenberg: $2.45 Missouri City: $2.45

Crabb: $2.45 Needville: $2.45

Fresno: $2.45 Richmond: $2.45

Fulshear: $2.45

Minimum order: 5,000 gal

Price per gallon your plant: $2.20

Plant location & phone number: 516 S. McLennan Loop Eh Rott TX 972-822-1372

Price per mile Plant to Jobsite: $N/A first mile, $N/A each add'l mile

Restocking fee if total order cannot be accepted: $2.45 /gallon.

Demurrage over 2 hours is $70 an hour

Pump charge $60

Initials of Bidder: RL

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 B Squared Emulsion Plants, LLC
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Chemical Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Paul Leadabrand
Signature of Contractor

By: Paul Leadabrand / CEO
Printed Name and Title

Bid 09-049 Item 24 E7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/15/09

PRODUCER 1-630-920-9440
Joe Morten & Son, Inc.
6747 S. Kingery Highway
Willowbrook, IL 60527
630-920-9523 FAX

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
Oklahoma Tank Lines
United Petroleum Transports
4312 S Georgia Place
Oklahoma City, OK 73129

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great West Cas Co	11371
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	GWP44384D	02/01/09	02/01/10	EACH OCCURRENCE	$1000000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5000
						PERSONAL & ADV INJURY	$1000000
						GENERAL AGGREGATE	$2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2000000
		[X] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	GWP44384D	02/01/09	02/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1000000
		[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)	$
		[X] MCS-90 INCLUDED					
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS [ ] OTHER	
		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					
A		BROAD FORM CARGO	GWP44384D	02/01/09	02/01/10	PER UNIT	100000
A		PHYSICAL DAMAGE	GWP44384D	02/01/09	02/01/10	COMP / COLL	ACVBASIS
A		Bailee/Hired Auto PhysDam	GWP44384D	02/01/09	02/01/10	LIMIT	250000

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

CERTIFICATE HOLDER

P2 Emulsions
516 S. McLennan Loop
Elm Nott, TX 76640
USA

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) lalbaxc
10915739

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Certificate Delivery by CertificatesNow - www.ConfirmNet.com - 877.669.8600

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DC UNITE-1

DATE (MM/DD/YYYY) 01/22/09

PRODUCER

Brown & Brown of Central OK
P.O. Box 16340
Oklahoma City OK 73113
Phone: 866-678-5862 Fax: 405-607-6353

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

United Petroleum Transport Inc
Oklahoma Tank Lines
Attn: Tim Rains
4312 S. Georgia Place
Oklahoma City OK 73129

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington 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	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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		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	$
A		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 4,000,000
		X OCCUR CLAIMS MADE	000871671	09/01/08	02/01/10	AGGREGATE	$ 4,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
		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

CERTIFICATE HOLDER

P2EMELM

P2 Emulsions
Fax #254-829-0337
516 S. McLennan Loop
Elm Mott TX 76640

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID K7 OKLTAN1

DATE (MM/DD/YYYY) 12/29/08

PRODUCER

Cottingham & Butler, Inc.
800 Main Street
Dubuque IA 52001
Phone: 563-587-5000 Fax: 563-583-7339

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

Oklahoma Tank Lines, Inc.
United Petrolium Transport Inc
United Asphalt Carriers
4312 S Georgia Place
Oklahoma City OK 73129

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American	16535
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	
		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	WC930641206	10/01/08	10/01/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

THIS CERTIFICATE REPLACES & SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFICATE

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

*Except for non-payment of premium.

CERTIFICATE HOLDER

P2EMTX0

P2 Emulsions
516 S. McLennan Loop
Elm Nott TX 76640

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

Christopher D Bolick

© ACORD CORPORATION 1988

Feb 19 09 09:30a P2 EMULSIONS 254-829-0337 p.4

2-12-09
1:51 PM

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase and Hauling of Chemical Type Road Materials
BID 09-049

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.

Cleveland Asphalt Products, Inc
Legal Name of Contracting Company

Craig C.Moore
Contact Person

P.O.Box 1449 , Shepherd, Texas 77371
Complete Mailing Address

800-334-0177 936-628-6602
Telephone Number Facsimile Number

ccmcapco@msn.com
Email Address

2/12/09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Chemical Type Road Materials for Fort Bend County BID 09-049

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-049
Chemical 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: 01/23/09
Issued: 02/04/09

Vendor Information

Cleveland Asphalt Products,Inc
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800-334-0177 — Telephone Number
936-628-6602 — Facsimile Number

P.O.BOXZ 1449
Complete Mailing Address (for Correspondence)

Shepherd, Texas 77371
City, State and Zip Code

P.O.BOX 1449
Complete Remittance Address (if different from above)

Shepherd, Texas 77371
City, State and Zip Code

Craig C.Moore, Sales Manager
Authorized Representative and Title (printed)

ccmcapco@msn.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: ____

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: _____

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: _____

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: _____

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: _____

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more 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) or more vendors to provide and/or haul Chemical Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: _____

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 Deliveries must include off loading pump and hoses.

6.2 Items ordered from this 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 quotes.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

Initials of Bidder: _____

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: _____

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.

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.

Initials of Bidder: _____

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.

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.

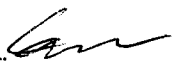
9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

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.

Initials of Bidder: 

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 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.

Initials of Bidder: _____

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.

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.

Initials of Bidder: _____

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;

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;

Initials of Bidder: _____

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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder

14.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Missouri City
Thompson Ferry Stockpile
Off of Thompson Ferry Road

Crabb
Crabb Service Center
201 Payne Lane

Needville
Needville Service Center
9110 Long Drive

Fresno
Fresno Stockpile
8 acres behind old Commissioner Office

Richmond
Beechnut Service Center
19310 Beechnut

Fulshear
Fulshear Stockpile
Wallis St. & Fifth St.

15.0 SPECIFICATIONS, REQUIRED MATERIALS:

15.1 AC-10, Asphalt Cement: THD #300.

Rosenberg: $ 2.9853 Missouri City: $ 2.9853

Crabb: $ 2.9853 Needville: $ 2.9853

Fresno: $ 2.9853 Richmond: $ 2.9853

Fulshear: $ 2.9853

Minimum order: 5000 gallons

Price per gallon your plant: $ 2.85

Plant location & phone number: 100 Asphalt Lane, Shepherd, Texas 77371 1-800-334-0177

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $ N/C /gallon.

Laydown charge per gallon: $ NO CHARGE /gallon.

DEMURRAGE CHARGE:$80.00 per hour after 2 free hours.

Initials of Bidder: _____

15.2 AC-20, Asphalt Cement: THD #300.

Rosenberg: $ 2.9853 Missouri City: $ 2.9853

Crabb: $ 2.9853 Needville: $ 2.9853

Fresno: $ 2.9853 Richmond: $ 2.9853

Fulshear: $ 2.9853

Minimum order: 5000 Gallons

Price per gallon your plant: $ 2.85

Plant location & phone number: 100 Asphalt Lane, Shepherd, Texas 77371
~~800-334-0177~~

Price per mile Plant to Jobsite: $_____ first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $ N/C /gallon.

Laydown charge per gallon: $ N/C /gallon.

DEMURRAGE CHARGE: $80.00 per hour after 2 free hours

15.3 CRS-2, Cationic Emulsion, Rapid Setting: THD #300.

Rosenberg: $ 2.1353 Missouri City: $ 2.1353

Crabb: $ 2.1353 Needville: $ 2.1353

Fresno: $ 2.1353 Richmond: $ 2.1353

Fulshear: $ 2.1353

Minimum order: 5000 gallons ** Small quanitites listed below

Price per gallon your plant: $ 2.00

Plant location & phone number: 100 Asphalt Lane,Shepherd, Texas 77371
800-334-0177

Price per mile Plant to Jobsite: $_____ first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $ n/C /gallon.

Laydown charge per gallon: $ No Charge /gallon.

DEMURRAGE CHARGE:$80.00 per hour after 2 free hours

** PLEASE NOTE:
4000 gallons + = add $0.1691 to plant price/gal.
3000 gallons + = add $0.2255 to plant price/gal.
2000 gallons += add $0.3383 to plant price/gal

Initials of Bidder: _____

15.4 MC-30, Medium Curing Type Cutback Asphalt: THD #300.

Rosenberg: $ 3.3353 Missouri City: $ 3.3353

Crabb: $ 3.3353 Needville: $ 3.3353

Fresno: $ 3.3353 Richmond: $ 3.3353

Fulshear: $ 3.3353

Minimum order: 5000 gallons minimum delivery ** Small quantities available-see note.

Price per gallon your plant: $ 3.20

Plant location & phone number: 100 Asphalt Lane, Shepherd, Texas 77371 800-334-0177

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $ N/C /gallon.

Laydown charge per gallon: $ N/C /gallon.

*** DEMURRAGE CHARGE:$80.00 per hour after 2 free hours

** Please Note;

4000 gallons + = add $0.1691 to plant price/gallon
3000 gallons += add $0.2253 to plant price/gal.
2000 gallons += add $0.3383 to plant price/gal.

Initials of Bidder: GR

15.5 Prime Seal/Dust Control
(Fort Bend County may contact the bidder to schedule a demonstration of the product).

Deliveries must include off loading pump and hoses.

This product will be applied by Fort Bend County to roads for the control of dust. The product must be cationic modified petroleum resin and asphalt emulsion. Must be acid flow stabilized product. Product must have a satisfactory in-place service as an asphalt prime for a minimum of 3 years. Material must be a Texas Highway Department approved product. Product is to be priced in both undiluted and diluted 12:1. In the event Fort Bend County orders the undiluted product, Fort Bend County will be responsible for diluting.

Price per gallon, undiluted, delivered to Fort Bend County: $_____/gl

Price per gallon, diluted 12:1, delivered to Fort Bend County: $_____/gl

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

15.6 SS-1 Emulsion used for tack oil:

Rosenberg: $ 1.9853 Missouri City: $ 1.9853

Crabb: $ 1.9853 Needville: $ 1.9853

Fresno: $ 1.9853 Richmond: $ 1.9853

Fulshear: $ 1.9853

Minimum order: 5000gallons *** small quanities available; see note

Price per gallon your plant: $ 1.85

Plant location & phone number: 100 Asphalt Lane, Shepherd, Texas 77371 800-334-0177

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $ N/C /gallon.

Please Note:
4000 gallons + = add $0.1691 to plant price/gal
3000 gallons + = add $0.2253 to plant price/gal.
2000 gallons += add $0.3383 to plant price /gal.

Initials of Bidder: _____

15.7 Road Stabilizer:

Asphalt emulsion to bind the road base. Must mix with asphalt, native soils and indigenous aggregates. Alleviates the need of using lime or soil cement type products. THD #314.

Tests per ASTM D 244	Min	Max
Viscosity	20	100
Sieve		0.1%(=.001)
Storage stability 1 day %		1%
Residue by distillation	60	67
Penetration	70	100
Solubility in Trichloroethylene %	97.5	
Ductility	80	
Color	Brown turns black	

Rosenberg: $NB _____ Missouri City: $ NB _____

Crabb: $ NB _____ Needville: $ NB _____

Fresno: $ NB _____ Richmond: $ NB _____

Fulshear: $ NB _____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile

Restocking fee if total order cannot be accepted: $_____/gallon.

Initials of Bidder:_____

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~12~~ 3rd 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 Cleveland Asphalt Products, Inc. **(company name)** (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Chemical Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By:
Signature of Contractor

By: Craig C. Moore, Sales Manager
Printed Name and Title

Bid 09-049 item 24E7

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase and Hauling of Chemical Type Road Materials for Fort Bend County BID 09-049

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-049
Chemical 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: 01/23/09
Issued: 02/04/09

Vendor Information

SILVA CONTRACTING CO., INC.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281/342-9314 — Telephone Number
281/342-2878 — Facsimile Number

6130 FM 2218
Complete Mailing Address (for Correspondence)

RICHMOND, TX 77469
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

ERIC SUAREZ - VICE PRESIDENT
Authorized Representative and Title (printed)

ESUAREZ@SILVACOMPANIES.COM
Authorized Representative's Email Address

Eric Suarez
Signature of Authorized Representative

Initials of Bidder: EJ

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: EV

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: EA

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: EL

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: EL

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: EL

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: EJ

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: EJ

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 and/or haul Chemical Type Road Materials, which meet or exceed the specifications contained herein.

Initials of Bidder: 

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 Deliveries must include off loading pump and hoses.

6.2 Items ordered from this 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 quotes.

7.2 All prices, unless otherwise specified, are to be FOB delivery point.

7.3 All orders for 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.

7.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

7.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.

Initials of Bidder: 

7.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

7.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

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.

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.

Initials of Bidder: _____

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.

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.

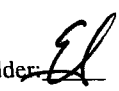
8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

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.

Initials of Bidder: 

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.

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.

Initials of Bidder: 

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 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.

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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.

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.

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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;

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;

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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.

11.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

12.0 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.

13.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Initials of Bidder: EL

14.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Crabb
Crabb Service Center
201 Payne Lane

Fresno
Fresno Stockpile
8 acres behind old Commissioner Office

Fulshear
Fulshear Stockpile
Wallis St. & Fifth St.

Missouri City
Thompson Ferry Stockpile
Off of Thompson Ferry Road

Needville
Needville Service Center
9110 Long Drive

Richmond
Beechnut Service Center
19310 Beechnut

15.0 SPECIFICATIONS, REQUIRED MATERIALS:

15.1 AC-10, Asphalt Cement: THD #300.

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $ 1.50 /gallon.

5,000 gallon minimum

Initials of Bidder: _____

15.2 AC-20, Asphalt Cement: THD #300.

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon. EA

Laydown charge per gallon: $ 1.50 /gallon. 5,000 gallon minimum

15.3 CRS-2, Cationic Emulsion, Rapid Setting: THD #300.

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon. EA

Laydown charge per gallon: $ 1.50 /gallon. 5,000 gallon minimum

Initials of Bidder: EA

15.4 MC-30, Medium Curing Type Cutback Asphalt: THD #300.

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Laydown charge per gallon: $ 1.50 /gallon. 5,000 gallon minimum

Initials of Bidder: EA

15.5 Prime Seal/Dust Control
(Fort Bend County may contact the bidder to schedule a demonstration of the product).

Deliveries must include off loading pump and hoses.

This product will be applied by Fort Bend County to roads for the control of dust. The product must be cationic modified petroleum resin and asphalt emulsion. Must be acid flow stabilized product. Product must have a satisfactory in-place service as an asphalt prime for a minimum of 3 years. Material must be a Texas Highway Department approved product. Product is to be priced in both undiluted and diluted 12:1. In the event Fort Bend County orders the undiluted product, Fort Bend County will be responsible for diluting.

Price per gallon, undiluted, delivered to Fort Bend County: $_____/gl

Price per gallon, diluted 12:1, delivered to Fort Bend County: $_____/gl

List at least three (3) references from agencies for whom you have provided this product.

1. _____

2. _____

3. _____

15.6 SS-1 Emulsion used for tack oil:

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile.

Restocking fee if total order cannot be accepted: $_____/gallon.

Initials of Bidder: _____

15.7 Road Stabilizer:

Asphalt emulsion to bind the road base. Must mix with asphalt, native soils and indigenous aggregates. Alleviates the need of using lime or soil cement type products. THD #314.

Tests per ASTM D 244	Min	Max
Viscosity	20	100
Sieve		0.1%(=.001)
Storage stability 1 day %		1%
Residue by distillation	60	67
Penetration	70	100
Solubility in Trichloroethylene %	97.5	
Ductility	80	
Color	Brown turns black	

Rosenberg: $_____ Missouri City: $_____

Crabb: $_____ Needville: $_____

Fresno: $_____ Richmond: $_____

Fulshear: $_____

Minimum order: _____

Price per gallon your plant: $_____

Plant location & phone number: _____

Price per mile Plant to Jobsite: $_____first mile, $_____ each add'l mile

Restocking fee if total order cannot be accepted: $_____/gallon.

Initials of Bidder: EL

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 SILVA CONTRACTING CO., INC (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Chemical Type 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 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Eric Suarez Vice President
Printed Name and Title

Bid 09-049 item 24 E1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR SILVA-1 | DATE (MM/DD/YYYY) 02/19/09

PRODUCER

Insurance Alliance
1776 Yorktown, #200
Houston TX 77056
Phone: 713-966-1776 Fax: 713-966-1700

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

Silva Contracting Company Inc
6130 FM 2218
Richmond TX 77469

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Am Guarantee & Liab Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
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	
B		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	CPO399425305	10/15/08	10/15/09	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP399425405	10/15/08	10/15/09	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 $ 0	AUC-9304616-06	10/15/08	10/15/09	EACH OCCURRENCE AGGREGATE	$ 5000000 $ $ $ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 399425505	10/15/08	10/15/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

Project: Bid 09-049

CERTIFICATE HOLDER

FORTB-0

Fort Bend County
4520 Reading Road 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 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Harlan J. Berger

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

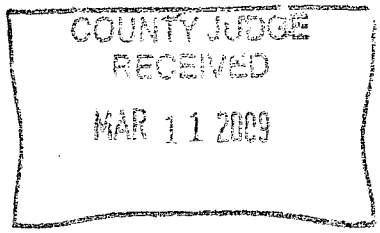
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

item 24 E 8
3-3-09 Comm Ct

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid:	09-043	24E1
	09-044	24E2
	09-045	24E3
	09-046	24E4
	09-047	24E5
	09-048	24E6
	09-049	24E7
	09-051	24E8
	09-052	24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Vendor Information

Frazer, Ltd.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(713) 772-5511 — Telephone Number
(713) 995-0541 — Facsimile Number

P.O. Box 5000
Complete Mailing Address (for Correspondence)

Bellaire, TX 77402
City, State and Zip Code

//
Complete Remittance Address (if different from above)

//
City, State and Zip Code

Laura Richardson Executive Vice President
Authorized Representative and Title (printed)

lrichardson@frazerbilt.com
Authorized Representative's Email Address

Laura Richardson
Signature of Authorized Representative

Initials of Bidder: LR

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: LR

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: LR

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: LR

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: LR

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: LR

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: LR

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: LA

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: LR

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: LA

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: LR

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: LA

3.0 SCOPE:

It is the intent of Fort Bend County to purchase four (4) or more new ambulance modules. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

4.0 DELIVERY:

Delivery of modules ordered must be completed within one-hundred twenty (120) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

6.1 Frazer Type I 12' generator powered ambulance module or equal (see 1.18 above) mounted on County provided cab and chassis.

6.2 Modules have standard Frazer features including aluminum powder coated cabinets, seamless cushions, horizontally mounted oxygen cylinder, fluorescent lights, filtered air conditioning, stainless steel wall kickplates, 100% vinyl flooring, protective cot plates, all LED emergency lighting, IMPACT self-contained suction, on-board charger and stainless steel grab handles. Unit is to include or deduct the following items:

6.2.1 Add granning air suspension system with spitter valve off dump switch
6.2.2 Add Tomar emitter off siren in electrical compartment
6.2.3 Add ignition kill switch on shore power
6.2.4 Add indicator light for 30 amp shore power
6.2.5 Add two (2)Federal signal red 3600 LEDS on special 45/90 brackets
6.2.6 Add Federal signal split red/amber wheel well LEDS in lieu of red
6.2.7 Add old style brake/tail/turn set up in bumper
6.2.8 Add extra 295HFSLSA1 siren mounted in electrical compartment and switched at console

Initials of Bidder: LR

6.2.9 Add special rear long lower storage, special rear compartment and A/C vent above it
6.2.10 Add extra shelf in oxygen compartment, removable bottom shelf
6.2.11 Add end opening action wall cabinet with built-in drug box with two (2) cylinders
6.2.12 Add cabinet aft of CPR seat
6.2.13 Add squad bench cabinet with padding on the end
6.2.14 Add deeper cabinet above front I/O
6.2.15 Add extra 120V AC duplex in cabinet above front I/O
6.2.16 Add electrical box with 14-2 wiring in front I/O
6.2.17 Add 175-4 dual position cot mount
6.2.18 Install County provided radios: One (1) remote head at the action wall, one (1) remote head in the console and one (1) base in the electrical compartment
6.2.19 Furnish and install two (2) 800 MHz shark fin antennae
6.2.20 Add locking hanging hardware
6.2.21 Add Lexan doors on front I/O
6.2.22 Add thicker, deeper plate in first slot of console
6.2.23 Add special switching for interior fluorescent lights
6.2.24 Add trash can in fabricated bracket at side entry door
6.2.25 Add three (3) glove box holder/end rail combo at end of squad bench
6.2.26 Add special cushions on squad bench: no back cushions, catch for lower cushions on squad bench wall, aluminum plate for lower cushions
6.2.27 Add locking aluminum drug box with two (2) lock cylinders
6.2.28 Add by-pass switch for Onan buzzer in location to be determined
6.2.29 Add blue cushions
6.2.30 Add oxygen regulator
6.2.31 Add stainless steel counter and area aft of CPR seat in lieu of standard
6.2.32 Add lip up on shelf of front I/O and bottom of front I/O
6.2.33 Delete two (2) lower rear Federal signal quadra-flare red LEDs
6.2.34 Delete sharps container at action wall
6.2.35 Generator tank

_____

Manufacturer make and model, if bidding an "or equal"

7.0 UNIT BID PRICE:

Unit bid price, for one (1) new ambulance module with additional add-ons and deducts, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 78,950.00

Initials of Bidder: LR

8.0 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.

Initials of Bidder: LR

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 Frazer, Ltd. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Ambulance Module** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

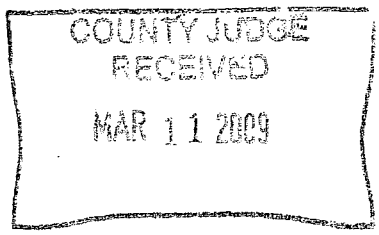
By: _____
Signature of Contractor

By: Laura Richardson Executive Vice President
Printed Name and Title

Bid 09-051 Item 24 E 8

item 24E 9
3-3-09 CommCt

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/03/09. Thank you.**

DATE: **March 11, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Bid: 09-043 24E1
09-044 24E2
09-045 24E3
09-046 24E4
09-047 24E5
09-048 24E6
09-049 24E7
09-051 24E8
09-052 24E9

3-13-09 orig. ret. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid

1= 11,641.89
2= 1656.85

Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies
for Fort Bend County
BID 09-052

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-052
Fasteners

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: 01/27/09
Issued: 02/04/09

GRAYSON INDUSTRIES, INC.

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies
BID 09-052

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.

Grayson Industries, Inc.

Legal Name of Contracting Company

Daniel H. Kliegman, President

Contact Person

7027 W. Broward Blvd., #327, Plantation, FL 33317

Complete Mailing Address

866-720-0175 954-720-0175

Telephone Number Facsimile Number

graysonind@aol.com

Email Address

DH Kliegman 2/6/2009

Signature Date

Vendor Information

GRAYSON INDUSTRIES, INC.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

866-720-0175 — Telephone Number
954-720-0175 — Facsimile Number

7027 W. BROWARD BLVD. #327
Complete Mailing Address (for Correspondence)

PLANTATION, FL 33317
City, State and Zip Code

7027 W. BROWARD BLVD #327
Complete Remittance Address (if different from above)

PLANTATION, FL 33317
City, State and Zip Code

DANIEL H. KLIEGMAN, PRES.
Authorized Representative and Title (printed)

graysonind@aol.com
Authorized Representative's Email Address

DH Kliegman
Signature of Authorized Representative

Initials of Bidder: DHK

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: DMK

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: DHK

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: JHK

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: DHK

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: MRK

GRAYSON INDUSTRIES, INC.

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: DNK

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: JWK

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: JHK

GRAYSON INDUSTRIES, IN

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: DHK

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: DRK

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: _____

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide fasteners and miscellaneous shop supplies for various Fort Bend County departments, which meet or exceeds specification contained herein.

4.0. PERIOD OF CONTRACT:

This contract is for the period **1 APRIL 2009 through 31 MARCH 2010**, renewable annually for four (4) years (through 31 March 2014) 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 GENERAL INFORMATION:

6.1 Bidder must bid all items in each section to be awarded the section.

6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.

6.3 **No minimum orders**, by quantity or dollar amount.

6.4 All prices are F.O.B. Fort Bend County.

6.5 Bidder shall guarantee all items to be free of defects and shall replace any defective item(s) at no cost.

6.6 All nuts, cap screws and washers shall be SAE specification, grade eight (8) fasteners, to be traceable by lot number and manufactured in North America using North American products with no measurable Boron content. **A chemical analysis report must accompany the bid package. Failure to include chemical analysis report may result in the disqualification of bid.**

6.7 Each fitting shall have the manufacturer's name or trademark plainly stamped into or cast on the body.

6.8 Material safety data sheets must accompany each and every shipment.

Initials of Bidder: DRK

7.0 BID AWARD:

This contract will be awarded to the lowest and best bid **per section**.

8.0 DELIVERY:

8.1 Vendor must complete delivery within five (5) working days after receipt of purchase order.

8.2 All deliveries shall be accepted subject to inspection, count and/or testing.

8.3 In those extremely rare cases where a department needs a particular fasteners(s) immediately, Fort Bend County reserves the right to purchase the fastener(s) on the open market without endangering this contract.

8.4 The successful bidder shall not deliver products without a Purchase Order issued by the Fort Bend County Purchasing Agent.

8.5 The successful bidder shall not deliver products in excess of those authorized and under no circumstances will Fort Bend County be liable for payment of products which exceed the amounts authorized by the Purchase Order.

8.6 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.

8.7 Deliveries will be made to various locations throughout Fort Bend County.

9.0 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.

10.0 SPECIFICATION:

Specification number listed is from Champion Fasteners for information only, bidders may bid an equal (See Section 1.18. above)

Initials of Bidder: ARK

11.0 REQUIRED ITEMS AND PRICING:

Spec Number	Description	Unit	Est Qty	Price	Extended Price
Section 1: Fasteners					
A: Grade C Steel Locknuts, SAE Thread (stover nut), Plated					
8580	Steel Locknuts, 1/4-28	each	25	0.0830	2.0750
8581	Steel Locknuts, 5/16-24	each	25	0.0852	2.1300
8582	Steel Locknuts, 3/8-24	each	25	0.1000	2.5000
8583	Steel Locknuts, 7/16-20	each	25	0.1525	3.8125
8584	Steel Locknuts, 1/2-20	each	25	0.2710	6.7750
8585	Steel Locknuts, 9/16-18	each	100	0.3015	30.1500
8586	Steel Locknuts, 5/8-18	each	25	0.4490	11.2250
8587	Steel Locknuts, 3/4-16	each	25	0.5311	13.2775
B: Grade 8 Cap Screws, SAE Thread, Plated, Hex Head, Standard Height					
8200	Cap Screw, 1/4 X 1/2	each	25	0.0550	1.3750
8201	Cap Screw, 1/4 X 3/4	each	25	0.0575	1.4375
8202	Cap Screw, 1/4 X 1	each	25	0.0580	1.4500
8203	Cap Screw, 1/4 X 1-1/4	each	25	0.0592	1.4800
8204	Cap Screw, 1/4 X 1-1/2	each	25	0.0650	1.6250
8205	Cap Screw, 1/4 X 1-3/4	each	25	0.0730	1.8250
8206	Cap Screw, 1/4 X 2	each	25	0.0832	2.0800
8208	Cap Screw, 1/4 X 2-1/2	each	25	0.0900	2.2500
8210	Cap Screw, 1/4 X 3	each	25	0.2010	5.0250
8212	Cap Screw, 1/4 X 3-1/2	each	25	0.2650	6.6250
8214	Cap Screw, 1/4 X 4	each	25	0.3290	8.2250
8215	Cap Screw, 1/4 X 4-1/2	each	25	0.4015	10.0375
8216	Cap Screw, 1/4 X 5	each	25	0.4635	11.5875
8220	Cap Screw, 5/16 X 1/2	each	25	0.0600	1.5000
8221	Cap Screw, 5/16 X 3/4	each	25	0.0640	1.6000
8222	Cap Screw, 5/16 X 1	each	25	0.0732	1.8300
8223	Cap Screw, 5/16 X 1-1/4	each	25	0.0850	2.1250
8224	Cap Screw, 5/16 X 1-1/2	each	25	0.0980	2.4500
8225	Cap Screw, 5/16 X 1-3/4	each	25	0.1015	2.5375
8226	Cap Screw, 5/16 X 2	each	25	0.1200	3.0000
8228	Cap Screw, 5/16 X 2-1/2	each	25	0.1475	3.6875
8230	Cap Screw, 5/16 X 3	each	25	0.1580	3.9500
8232	Cap Screw, 5/16 X 3-1/2	each	25	0.2500	6.2500
8234	Cap Screw, 5/16 X 4	each	25	0.3750	9.3750
8235	Cap Screw, 5/16 X 4-1/2	each	25	0.4740	11.8500
8236	Cap Screw, 5/16 X 5	each	25	0.5298	13.2450
8241	Cap Screw, 3/8 X 3/4	each	25	0.1035	2.5875
8242	Cap Screw, 3/8 X 1	each	25	0.1048	2.6200

Spec Number	Description	Unit	Est Qty	Price	Extended Price
B: (cont'd)					
8243	Cap Screw, 3/8 X 1-1/4	each	25	0.1150	2.8750
8244	Cap Screw, 3/8 X 1-1/2	each	25	0.1290	3.2250
8245	Cap Screw, 3/8 X 1-3/4	each	25	0.1378	3.4450
8246	Cap Screw, 3/8 X 2	each	25	0.1550	3.8750
8248	Cap Screw, 3/8 X 2-1/2	each	25	0.1815	4.5375
8249	Cap Screw, 3/8 X 2-3/4	each	25	0.2010	5.0250
8250	Cap Screw, 3/8 X 3	each	25	0.2300	5.7500
8252	Cap Screw, 3/8 X 3-1/2	each	25	0.2680	6.7000
8254	Cap Screw, 3/8 X 4	each	25	0.2815	7.0375
8256	Cap Screw, 3/8 X 5	each	25	0.4857	12.1425
8258	Cap Screw, 3/8 X 6	each	25	0.7999	19.9975
8261	Cap Screw, 7/16 X 3/4	each	25	0.1120	2.8000
8262	Cap Screw, 7/16 X 1	each	25	0.1395	3.4875
8263	Cap Screw, 7/16 X 1-1/4	each	25	0.1750	4.3750
8264	Cap Screw, 7/16 X 1-1/2	each	25	0.1800	4.5000
8265	Cap Screw, 7/16 X 1-3/4	each	25	0.1910	4.7750
8266	Cap Screw, 7/16 X 2	each	25	0.2248	5.6200
8267	Cap Screw, 7/16 X 2-1/4	each	25	0.2330	5.8250
8268	Cap Screw, 7/16 X 2-1/2	each	25	0.2500	6.2500
8269	Cap Screw, 7/16 X 2-3/4	each	25	0.2792	6.9800
8270	Cap Screw, 7/16 X 3	each	25	0.2910	7.2750
8272	Cap Screw, 7/16 X 3-1/2	each	25	0.3300	8.2500
8274	Cap Screw, 7/16 X 4	each	25	0.4540	11.3500
8275	Cap Screw, 7/16 X 4-1/2	each	25	0.5375	13.4375
8276	Cap Screw, 7/16 X 5	each	25	0.5806	14.5150
8278	Cap Screw, 7/16 X 6	each	25	0.6897	17.2425
8282	Cap Screw, 1/2 X 1	each	25	0.2750	6.8750
8283	Cap Screw, 1/2 X 1-1/4	each	25	0.2810	7.0250
8284	Cap Screw, 1/2 X 1-1/2	each	25	0.2915	7.2875
8285	Cap Screw, 1/2 X 1-3/4	each	25	0.2980	7.4500
8286	Cap Screw, 1/2 X 2	each	25	0.3000	7.5000
8288	Cap Screw, 1/2 X 2-1/2	each	25	0.3212	8.0300
8290	Cap Screw, 1/2 X 3	each	25	0.3770	9.4250
8292	Cap Screw, 1/2 X 3-1/2	each	25	0.4115	10.2875
8294	Cap Screw, 1/2 X 4	each	25	0.4430	11.0750
8295	Cap Screw, 1/2 X 4-1/2	each	25	0.6210	15.5250
8296	Cap Screw, 1/2 X 5	each	25	0.7500	18.7500
8297	Cap Screw, 1/2 X 5-1/2	each	25	0.9735	24.3375
8298	Cap Screw, 1/2 X 6	each	25	1.0450	26.1250

Spec Number	Description	Unit	Est Qty	Price	Extended Price
B: (cont'd)					
8302	Cap Screw, 9/16 X 1	each	25	0.2515	6.2875
8304	Cap Screw, 9/16 X 1-1/2	each	25	0.3700	9.2500
8306	Cap Screw, 9/16 X 2	each	50	0.4085	20.4250
8308	Cap Screw, 9/16 X 2-1/2	each	50	0.5000	25.0000
8310	Cap Screw, 9/16 X 3	each	25	0.5315	13.2875
8312	Cap Screw, 9/16 X 3-1/2	each	25	0.5810	14.5250
8314	Cap Screw, 9/16 X 4	each	25	0.6048	15.1200
8315	Cap Screw, 9/16 X 4-1/2	each	25	0.7965	19.9125
8316	Cap Screw, 9/16 X 5	each	25	0.9165	22.9125
8317	Cap Screw, 9/16 X 5-1/2	each	25	1.0290	25.7250
8318	Cap Screw, 9/16 X 6	each	25	1.1452	28.6300
8322	Cap Screw, 5/8 X 1	each	25	0.3600	9.0000
8324	Cap Screw, 5/8 X 1-1/2	each	25	0.4550	11.3750
8326	Cap Screw, 5/8 X 2	each	25	0.5315	13.2875
8327	Cap Screw, 5/8 X 2-1/4	each	25	0.5720	14.3000
8328	Cap Screw, 5/8 X 2-1/2	each	25	0.6000	15.0000
8330	Cap Screw, 5/8 X 3	each	25	0.7130	17.8250
8332	Cap Screw, 5/8 X 3-1/2	each	25	0.7400	18.5000
8334	Cap Screw, 5/8 X 4	each	25	0.8115	20.2875
8335	Cap Screw, 5/8 X 4-1/2	each	25	0.9669	24.1725
8336	Cap Screw, 5/8 X 5	each	25	1.0530	26.3250
8337	Cap Screw, 5/8 X 5-1/2	each	25	1.1760	29.4000
8338	Cap Screw, 5/8 X 6	each	25	1.2867	32.1675
8344	Cap Screw, 3/4 X 1-1/2	each	25	0.8500	21.2500
8346	Cap Screw, 3/4 X 2	each	25	0.9210	23.0250
8348	Cap Screw, 3/4 X 2-1/2	each	25	1.0130	25.3250
8350	Cap Screw, 3/4 X 3	each	25	1.2415	31.0375
8352	Cap Screw, 3/4 X 3-1/2	each	10	1.3890	13.8900
8354	Cap Screw, 3/4 X 4	each	10	1.5200	15.2000
8355	Cap Screw, 3/4 X 4-1/2	each	10	1.7065	17.0650
8356	Cap Screw, 3/4 X 5	each	10	1.8156	18.1560
8357	Cap Screw, 3/4 X 5-1/2	each	10	1.9632	19.6320
8358	Cap Screw, 3/4 X 6	each	10	2.0985	20.9850
C: Grade 8 Hex Nut, SAE Thread, Plated, Standard Height					
8460	Hex Nut, 1/4	each	400	0.0815	32.6000
8461	Hex Nut, 5/16	each	400	0.0950	38.0000
8462	Hex Nut, 3/8	each	400	0.1000	40.0000
8463	Hex Nut, 7/16	each	50	0.1070	5.3500
8464	Hex Nut, 1/2	each	150	0.1420	21.3000

GRAYSON INDUSTRIES, INC.

Spec Number	Description	Unit	Est Qty	Price	Extended Price
C: (cont'd)					
8465	Hex Nut, 9/16	each	50	0.2100	10.5000
8466	Hex Nut, 5/8	each	50	0.2510	12.5500
8467	Hex Nut, 3/4	each	50	0.3600	18.0000
D: Grade 8 Alloy Flat Washers, USS Thread, Plated					
8410	Flat Washer,1/4	each	900	0.1380	124.2000
8411	Flat Washer,5/16	each	90	0.1220	10.9800
8412	Flat Washer,3/8	each	900	0.1373	123.5700
8413	Flat Washer,7/16	each	900	0.1627	146.4300
8414	Flat Washer,1/2	each	900	0.1695	152.5500
8415	Flat Washer,9/16	each	450	0.2213	99.5850
8416	Flat Washer,5/8	each	250	0.3517	87.9250
8417	Flat Washer,3/4	each	75	0.4288	32.1600
E: Grade 8 Alloy Lock Washers, Plated, Split Type9					
8431	Lock Washer,1/4	each	900	1.2177	1095.9300
8432	Lock Washer,5/16	each	800	0.1659	132.7200
8433	Lock Washer,3/8	each	900	0.1792	161.2800
8434	Lock Washer,7/16	each	350	0.2039	71.3650
8435	Lock Washer,1/2	each	900	0.2092	188.2800
8436	Lock Washer,9/16	each	100	0.2522	25.2200
8437	Lock Washer,5/8	each	650	0.2651	172.3150
8438	Lock Washer,3/4	each	250	0.3015	75.3750
F: Grade C Steel Locknuts (Stover nuts), USS Thread, Plated					
8570	Locknut,1/4-20	each	50	0.1679	8.3950
8571	Locknut,5/16-18	each	250	0.1726	43.1500
8572	Locknut,3/6-16	each	900	0.1923	173.0700
8573	Locknut,7/16-14	each	50	0.1950	9.7500
8574	Locknut,1/2-13	each	900	0.2935	264.1500
8575	Locknut,9/16-12	each	300	0.3400	102.0000
8576	Locknut,5/8-11	each	25	0.4515	11.2875
8577	Locknut,3/4-10	each	525	0.6400	336.0000
G: Grade 8 Cap Screws, USS Thread, Plated, Hex Head Bolts, Standard Height					
8000	Cap Screw, 1/4 X 1/2	each	200	0.1345	26.9000
8001	Cap Screw, 1/4 X 3/4	each	900	0.1395	125.5500
8002	Cap Screw, 1/4 X 1	each	800	0.1450	116.0000
8003	Cap Screw, 1/4 X 1-1/4	each	450	0.1572	70.7400
8004	Cap Screw, 1/4 X 1-1/2	each	50	0.1150	5.7500
8005	Cap Screw, 1/4 X 1-3/4	each	100	0.1235	12.3500
8006	Cap Screw, 1/4 X 2	each	100	0.1680	16.8000
8008	Cap Screw, 1/4 X 2-1/2	each	150	0.1700	25.5000

GRAYSON INDUSTRIES, INC.

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (cont'd)					
8010	Cap Screw, 1/4 X 3	each	75	0.1515	11.3625
8012	Cap Screw, 1/4 X 3-1/2	each	25	0.1020	2.5500
8014	Cap Screw, 1/4 X 4	each	25	0.1132	2.8300
8020	Cap Screw, 5/16 X 1/2	each	200	0.1030	20.6000
8021	Cap Screw, 5/16 X 3/4	each	100	0.1125	11.2500
8022	Cap Screw, 5/16 X 1	each	400	0.1725	69.0000
8023	Cap Screw, 5/16 X 1-1/4	each	200	0.1840	36.8000
8024	Cap Screw, 5/16 X 1-1/2	each	500	0.1965	98.2500
8025	Cap Screw, 5/16 X 1-3/4	each	150	0.1070	16.0500
8026	Cap Screw, 5/16 X 2	each	25	0.1200	3.0000
8028	Cap Screw, 5/16 X 2-1/2	each	50	0.1485	7.4250
8030	Cap Screw, 5/16 X 3	each	150	0.1710	25.6500
8032	Cap Screw, 5/16 X 3-1/2	each	100	0.2420	24.2000
8034	Cap Screw, 5/16 X 4	each	50	0.3200	16.0000
8036	Cap Screw, 5/16 X 5	each	25	0.4512	11.2800
8040	Cap Screw, 3/8 X 1/2	each	25	0.0850	2.1250
8041	Cap Screw, 3/8 X 3/4	each	300	0.0855	25.6500
8042	Cap Screw, 3/8 X 1	each	700	0.2990	209.3000
8043	Cap Screw, 3/8 X 1-1/4	each	500	0.1120	56.0000
8044	Cap Screw, 3/8 X 1-1/2	each	750	0.1275	95.6250
8045	Cap Screw, 3/8 X 1-3/4	each	200	0.1442	28.8400
8046	Cap Screw, 3/8 X 2	each	200	0.1525	30.5000
8048	Cap Screw, 3/8 X 2-1/2	each	300	0.1900	57.0000
8050	Cap Screw, 3/8 X 3	each	100	0.2242	22.4200
8052	Cap Screw, 3/8 X 3-1/2	each	100	0.2648	26.4800
8054	Cap Screw, 3/8 X 4	each	50	0.2900	14.5000
8056	Cap Screw, 3/8 X 5	each	25	0.5250	13.1250
8058	Cap Screw, 3/8 X 6	each	25	0.5812	14.5300
8061	Cap Screw, 7/16 X 3/4	each	25	0.1150	2.8750
8062	Cap Screw, 7/16 X 1	each	25	0.1390	3.4750
8063	Cap Screw, 7/16 X 1-1/4	each	150	0.1578	23.6700
8064	Cap Screw, 7/16 X 1-1/2	each	200	0.1700	34.0000
8065	Cap Screw, 7/16 X 1-3/4	each	25	0.1938	4.8450
8066	Cap Screw, 7/16 X 2	each	100	0.2180	21.8000
8067	Cap Screw, 7/16 X 2-1/4	each	25	0.2372	5.9300
8068	Cap Screw, 7/16 X 2-1/2	each	50	0.2610	13.0500
8070	Cap Screw, 7/16 X 3	each	50	0.2940	14.7000
8072	Cap Screw, 7/16 X 3-1/2	each	50	0.3012	15.0600
8074	Cap Screw, 7/16 X 4	each	50	0.3850	19.2500

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (Cont'd)					
8076	Cap Screw, 7/16 X 5	each	25	0.4689	11.7225
8078	Cap Screw, 7/16 X 6	each	25	0.5732	14.3300
8081	Cap Screw, 1/2 X 3/4	each	25	0.1780	4.4500
8082	Cap Screw, 1/2 X 1	each	275	0.1942	53.4050
8084	Cap Screw, 1/2 X 1-1/2	each	250	0.2500	62.5000
8085	Cap Screw, 1/2 X 1-3/4	each	200	0.2712	54.2400
8086	Cap Screw, 1/2 X 2	each	225	0.3040	68.4000
8088	Cap Screw, 1/2 X 2-1/2	each	125	0.3562	44.5250
8089	Cap Screw, 1/2 X 2-3/4	each	25	0.3860	9.6500
8090	Cap Screw, 1/2 X 3	each	50	0.4132	20.6600
8092	Cap Screw, 1/2 X 3-1/2	each	50	0.4648	23.2400
8094	Cap Screw, 1/2 X 4	each	25	0.5212	13.0300
8095	Cap Screw, 1/2 X 4-1/2	each	175	0.7090	124.0750
8096	Cap Screw, 1/2 X 5	each	25	0.8535	21.3375
8098	Cap Screw, 1/2 X 6	each	125	0.9180	114.7500
8102	Cap Screw, 9/16 X 1	each	25	0.2800	7.0000
8104	Cap Screw, 9/16 X 1-1/2	each	50	0.3410	17.0500
8106	Cap Screw, 9/16 X 2	each	75	0.4180	31.3500
8108	Cap Screw, 9/16 X 2-1/2	each	125	0.4912	61.4000
8110	Cap Screw, 9/16 X 3	each	25	0.5710	14.2750
8111	Cap Screw, 9/16 X 3-1/4	each	25	0.5980	14.9500
8112	Cap Screw, 9/16X3-1/2	each	25	0.6432	16.0800
8114	Cap Screw, 9/16 X 4	each	25	0.7190	17.9750
8115	Cap Screw, 9/16 X 4-1/2	each	25	0.8116	20.2900
8116	Cap Screw, 9/16 X 5	each	25	1.1299	28.2475
8122	Cap Screw, 5/8 X 1	each	25	0.3560	8.9000
8124	Cap Screw, 5/8 X 1-1/2	each	50	0.3990	19.9500
8126	Cap Screw, 5/8 X 2	each	60	0.6215	37.2900
8128	Cap Screw, 5/8 X 2-1/2	each	35	0.7550	26.4250
8130	Cap Screw, 5/8 X 3	each	100	0.7815	78.1500
8132	Cap Screw, 5/8 X 3-1/2	each	35	0.8012	28.0420
8134	Cap Screw, 5/8 X 4	each	25	0.8340	20.8500
8135	Cap Screw, 5/8 X 4-1/2	each	50	0.9550	47.7500
8136	Cap Screw, 5/8 X 5	each	25	1.0100	25.2500
8137	Cap Screw, 5/8 X 5-1/2	each	25	0.1230	3.0750
8138	Cap Screw, 5/8 X 6	each	25	0.1350	3.3750
8144	Cap Screw, 3/4 X 1-1/2	each	25	0.7990	19.9750
8146	Cap Screw, 3/4 X 2	each	25	0.9200	23.0000
8150	Cap Screw, 3/4 X 3	each	25	0.1260	3.1500

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (cont'd)					
8152	Cap Screw, 3/4 X 3-1/2	each	25	0.1372	3.4300
8154	Cap Screw, 3/4 X 4	each	15	0.1480	2.2200
8155	Cap Screw, 3/4 X 4-1/2	each	25	0.1670	4.1750
8156	Cap Screw, 3/4 X 5	each	25	0.1715	4.2875
8157	Cap Screw, 3/4 X 5-1/2	each	25	0.2000	5.0000
8158	Cap Screw, 3/4 X 6	each	15	0.2110	3.1650
8805	Cap Screw, 3/4 X 7	each	25	0.3440	8.6000
H: Grade 8 Hex Nut, USS Thread, Plated, Standard Height					
8450	Hex Nut, 1/4	each	900	0.3620	325.8000
8451	Hex Nut, 5/16	each	900	0.4752	427.6800
8452	Hex Nut, 3/8	each	900	0.6635	597.1500
8453	Hex Nut, 7/16	each	150	0.1294	19.4100
8454	Hex Nut, 1/2	each	300	0.2563	76.8900
8455	Hex Nut, 9/16	each	150	0.2000	30.0000
8456	Hex Nut, 5/8	each	300	0.3595	107.8500
8457	Hex Nut, 3/4	each	50	0.3700	18.5000
I: External Lock Washers					
3500	Lock Washer, 6	each	10	0.0160	0.1600
3501	Lock Washer, 8	each	10	0.0160	0.1600
3502	Lock Washer, 10	each	10	0.0160	0.1600
3503	Lock Washer, 12	each	10	0.0280	0.2800
J: Internal Lock Washers					
3515	Lock Washer, 6	each	10	0.0155	0.1550
3516	Lock Washer, 8	each	10	0.0155	0.1550
3517	Lock Washer, 10	each	10	0.0155	0.1550
3518	Lock Washer, 12	each	10	0.0280	0.2800
K: Flat Washers, SAE					
5401	Flat Washer,6	each	50	0.8975	44.8750
5402	Flat Washer,8	each	50	1.0572	52.8600
5403	Flat Washer,10	each	50	1.1420	57.1000
5404	Flat Washer,12	each	50	1.1915	59.5750
L: Lock Washers, Regular					
5429	Lock Washer,6	each	50	0.7870	39.3500
5430	Lock Washer,8	each	50	0.7870	39.3500
5431	Lock Washer,12	each	50	0.8015	40.0750
M: Machine Screw Nuts					
5445	Machine Screw Nut,6-32	each	100	0.0165	1.6500
5446	Machine Screw Nut,8-32	each	350	0.0180	6.3000
5447	Machine Screw Nut,10-32	each	450	0.0260	11.7000

5448	Machine Screw Nut,10-24	each	450	0.0245	11.0250
5449	Machine Screw Nut,12-24	each	100	0.0260	2.6000
290	Slotted Pan 6-32X1/4	each	10	0.0372	0.3720
291	Slotted Pan 6-32X3/8	each	10	0.0375	0.3750
292	Slotted Pan 6-32X1/2	each	10	0.0400	0.4000
293	Slotted Pan 6-32X5/8	each	10	0.0425	0.4250
294	Slotted Pan 6-32X3/4	each	10	0.0435	0.4350
295	Slotted Pan 6-32X7/8	each	10	0.0550	0.5500
296	Slotted Pan 6-32X1	each	10	0.0554	0.5540
297	Slotted Pan 6-32X1-1/4	each	10	0.0565	0.5650
298	Slotted Pan 6-32X1-1/2	each	10	0.0850	0.8500
300	Slotted Pan 8-32X3/8	each	10	0.0420	0.4200
301	Slotted Pan 8-32X3/8	each	10	0.0465	0.4650
302	Slotted Pan 8-32X1/2	each	10	0.0490	0.4900
304	Slotted Pan 8-32X5/8	each	10	0.0500	0.5000
305	Slotted Pan 8-32X3/4	each	10	0.0540	0.5400
307	Slotted Pan 8-32X1	each	10	0.0615	0.6150
308	Slotted Pan 8-32X1-1/4	each	10	0.0700	0.7000
309	Slotted Pan 8-32X1-1/2	each	10	0.0830	0.8300
312	Slotted Pan 10-32X3/8	each	10	0.0528	0.5280
313	Slotted Pan 10-32X1/2	each	10	0.0560	0.5600
314	Slotted Pan 10-32X5/8	each	10	0.0600	0.6000
315	Slotted Pan 10-32X3/4	each	10	0.0615	0.6150
317	Slotted Pan 10-32X1	each	10	0.0630	0.6300
318	Slotted Pan 10-32X1-1/4	each	10	0.0732	0.7320
319	Slotted Pan 10-32X1-1/2	each	10	0.0850	0.8500
325	Slotted Pan 10-24X1/2	each	10	0.0562	0.5620
326	Slotted Pan 10-24X5/8	each	10	0.0600	0.6000
327	Slotted Pan 10-24X3/4	each	10	0.0615	0.6150
329	Slotted Pan 10-24X1	each	10	0.0640	0.6400
330	Slotted Pan 10-24X1-1/4	each	10	0.0730	0.7300
331	Slotted Pan 10-24X1-1/2	each	10	0.1072	1.0720
2676	Slotted Pan 12-24X1/2	each	10	0.0675	0.6750
2677	Slotted Pan 12-24X3/4	each	10	0.0768	0.7680
2272	Slotted Pan 12-24X1	each	10	0.0859	0.8590
2678	Slotted Pan 12-24X1-1/4	each	10	0.1248	1.2480
2679-1	Slotted Pan 12-24X1-1/2	each	10	0.1400	1.4000
2680	Slotted Pan 12-24X2	each	10	0.1552	1.5520

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Spec Number	Description	Unit	Est Qty	Price	Extended Price
O: Nylon Insert Lock Nuts, USS					
8475	Locknut,6-32	each	10	0.0352	0.3520
8476	Locknut,8-32	each	10	0.0352	0.3520
8478	Locknut,12-24	each	10	0.0352	0.3520
8477	Locknut,10-24	each	10	0.0360	0.3600
P: Machine Screws Pan Head Phillip					
360	Phillip Pan 6-32X1/4	each	25	0.0440	1.1000
361	Phillip Pan 6-32X3/8	each	25	0.0458	1.1450
362	Phillip Pan 6-32X1/2	each	200	0.0500	10.0000
363	Phillip Pan 6-32X5/8	each	25	0.0556	1.3900
364	Phillip Pan 6-32X3/4	each	200	0.0585	11.7000
365	Phillip Pan 6-32X7/8	each	25	0.0846	2.1150
366	Phillip Pan 6-32X1	each	100	0.0902	9.0200
367	Phillip Pan 6-32X1-1/4	each	25	0.0989	2.4725
368	Phillip Pan 6-32X1-1/2	each	25	0.1100	2.7500
370	Phillip Pan 8-32X1/4	each	25	0.0475	1.1875
371	Phillip Pan 8-32X3/8	each	25	0.0528	1.3200
372	Phillip Pan 8-32X1/2	each	200	0.0550	11.0000
373	Phillip Pan 8-32X5/8	each	25	0.0580	1.4500
374	Phillip Pan 8-32X3/4	each	200	0.0615	12.3000
376	Phillip Pan 8-32X1	each	250	0.0730	18.2500
377	Phillip Pan 8-32X1-1/4	each	25	0.1200	3.0000
378	Phillip Pan 8-32X1-1/2	each	25	0.1278	3.1950
380	Phillip Pan 10-32X1/4	each	25	0.0575	1.4375
381	Phillip Pan 10-32X3/8	each	25	0.0580	1.4500
382	Phillip Pan 10-32X1/2	each	200	0.0656	13.1200
383	Phillip Pan 10-32X5/8	each	25	0.0680	1.7000
384	Phillip Pan 10-32X3/4	each	200	0.0700	14.0000
385	Phillip Pan 10-32X7/8	each	25	0.0855	2.1375
386	Phillip Pan 10-32X1	each	200	0.0860	17.2000
387	Phillip Pan 10-32X1-1/4	each	25	0.1000	2.5000
388	Phillip Pan 10-32X1-1/2	each	25	0.1550	3.8750
389	Phillip Pan 10-32X2	each	25	0.2052	5.1300
390	Phillip Pan 10-24X1/4	each	25	0.0560	1.4000
391	Phillip Pan 10-24X3/8	each	25	0.0575	1.4375
392	Phillip Pan 10-24X1/2	each	250	0.0580	14.5000
393	Phillip Pan 10-24X5/8	each	25	0.0682	1.7050
394	Phillip Pan 10-24X3/4	each	250	0.0700	17.5000
395	Phillip Pan 10-24X7/8	each	25	0.0855	2.1375
396	Phillip Pan 10-24X1	each	250	0.0860	21.5000

Spec Number	Description	Unit	Est Qty	Price	Extended Price
P: (cont'd)					
397	Phillip Pan 10-24X1-1/4	each	25	0.1000	2.5000
398	Phillip Pan 10-24X1-1/2	each	25	0.1550	3.8750
399	Phillip Pan 10-24X2	each	25	0.2015	5.0375
Q: Tek Screws Hex Head Self-Drilling Self-Tapping Plated					
1010	Tek Screw, 8X 1/2	each	250	0.0570	14.2500
1011	Tek Screw, 8X 5/8	each	25	0.0600	1.5000
1012	Tek Screw, 8X 3/4	each	250	0.0632	15.8000
1013	Tek Screw, 8X 1	each	50	0.0728	3.6400
1014	Tek Screw, 8X 1-1/4	each	50	0.0870	4.3500
1015	Tek Screw, 10X 1/2	each	100	0.0690	6.9000
1016	Tek Screw, 10X 5/8	each	25	0.0700	1.7500
1017	Tek Screw, 10X 3/4	each	250	0.0742	18.5500
1018	Tek Screw, 10X 1	each	50	0.0755	3.7750
1019	Tek Screw, 10X 1-1/4	each	25	0.1080	2.7000
1020	Tek Screw, 10X 1-1/2	each	25	0.1160	2.9000
1021	Tek Screw, 10X 2	each	25	0.1652	4.1300
1022	Tek Screw, 12X 3/4	each	250	0.1258	31.4500
1023	Tek Screw, 12X 1	each	250	0.1375	34.3750
1024	Tek Screw, 12X 1-1/4	each	25	0.1475	3.6875
1025	Tek Screw, 12X 1-1/2	each	50	0.1830	9.1500
1026	Tek Screw, 12X 2	each	25	0.1982	4.9550
1027	Tek Screw, 12X 2-1/2	each	25	0.2700	6.7500
1028	Tek Screw, 14X 3/4	each	250	0.1610	40.2500
1029	Tek Screw, 14X 1	each	200	0.1648	32.9600
1030	Tek Screw, 14X 1-1/4	each	25	0.1700	4.2500
1031	Tek Screw, 14X 1-1/2	each	100	0.1732	17.3200
1032	Tek Screw, 14X 2	each	25	0.1770	4.4250
1033	Tek Screw, 14X 2-1/2	each	25	0.5330	13.3250
1034	Tek Screw, 14X 3	each	25	0.5548	13.8700
R: Metric Alloy Flat Washers 10.9 Plated					
10310	Metric Flat Washer,6MM	each	25	0.0945	2.3625
10311	Metric Flat Washer,8MM	each	50	0.1090	5.4500
10312	Metric Flat Washer,10MM	each	50	0.1115	5.5750
10313	Metric Flat Washer,12MM	each	50	0.1240	6.2000
10314	Metric Flat Washer,16MM	each	50	0.2060	10.3000
10315	Metric Flat Washer,20MM	each	25	0.2490	6.2250
10316	Metric Flat Washer,24MM	each	25	0.3875	9.6875
S: Metric Alloy Lock Washers 10.9 Plated					
10320	Metric Lock Washer,6MM	each	25	0.0990	2.4750

Spec Number	Description	Unit	Est Qty	Price	Extended Price
S: (cont'd)					
10321	Metric Lock Washer,8MM	each	25	0.1085	2.7125
10322	Metric Lock Washer,10MM	each	50	0.1190	5.9500
10323	Metric Lock Washer,12MM	each	50	0.1215	6.0750
10324	Metric Lock Washer,16MM	each	25	0.1550	3.8750
10325	Metric Lock Washer,20MM	each	25	0.2125	5.3125
T: Metric Alloy Nuts 10.9 Course Plated					
10301	Metric Nut, 6MM	each	50	0.1590	7.9500
10302	Metric Nut, 8MM	each	100	0.1695	16.9500
10303	Metric Nut,10MM	each	25	0.1700	4.2500
10304	Metric Nut,12MM	each	50	0.1704	8.5200
10305	Metric Nut,16MM	each	25	0.2050	5.1250
10306	Metric Nut,20MM	each	10	0.2890	2.8900
10307	Metric Nut,24MM	each	25	0.7520	18.8000
U: Metric Cap Screws 10.9 Course Plated					
10200	Cap Screw, 6 X 16	each	25	0.0970	2.4250
10201	Cap Screw, 6 X 20	each	25	0.1128	2.8200
10202	Cap Screw, 6 X 25	each	25	0.1138	2.8450
10203	Cap Screw, 6 X 30	each	25	0.1289	3.2225
10204	Cap Screw, 6 X 35	each	25	0.1420	3.5500
10205	Cap Screw, 6 X 40	each	25	0.1562	3.9050
10206	Cap Screw, 6 X 45	each	25	0.1842	4.6050
10207	Cap Screw, 6 X 50	each	25	0.1880	4.7000
10208	Cap Screw, 6 X 60	each	25	0.2475	6.1875
10210	Cap Screw, 8 X 16	each	25	0.1460	3.6500
10211	Cap Screw, 8 X 20	each	25	0.1735	4.3375
10212	Cap Screw, 8 X 25	each	25	0.1790	4.4750
10213	Cap Screw, 8 X 30	each	25	0.1960	4.9000
10214	Cap Screw, 8 X 35	each	25	0.2085	5.2125
10215	Cap Screw, 8 X 40	each	25	0.2260	5.6500
10216	Cap Screw, 8 X 45	each	25	0.2400	6.0000
10217	Cap Screw, 8 X 50	each	25	0.2534	6.3350
10218	Cap Screw, 8 X 60	each	25	0.3190	7.9750
10219	Cap Screw, 8 X 70	each	25	0.3652	9.1300
10220	Cap Screw, 10 X 16	each	25	0.2395	5.9875
10221	Cap Screw, 10 X 20	each	25	0.2550	6.3750
10222	Cap Screw, 10 X 25	each	25	0.2732	6.8300
10223	Cap Screw, 10 X 30	each	25	0.2930	7.3250
10224	Cap Screw, 10 X 35	each	25	0.2880	7.2000
10225	Cap Screw, 10 X 40	each	25	0.3100	7.7500

		Unit	Est Qty	Price	Extended Price
10226	Cap Screw, 10 X 45	each	25	0.3904	9.7600
10227	Cap Screw, 10 X 50	each	25	0.4160	10.4000
10228	Cap Screw, 10 X 55	each	25	0.4500	11.2500
10229	Cap Screw, 10X 60	each	25	0.4580	11.4500
10230	Cap Screw, 10 X 70	each	25	0.5000	12.5000
10231	Cap Screw, 10 X 80	each	25	0.6140	15.3500
10232	Cap Screw, 10 X 100	each	25	0.7755	19.3875
10235	Cap Screw, 12 X 20	each	25	0.3800	9.5000
10236	Cap Screw, 12 X 25	each	25	0.4330	10.8250
10237	Cap Screw, 12 X 30	each	25	0.4200	10.5000
10238	Cap Screw, 12 X 35	each	25	0.4400	11.0000
10239	Cap Screw, 12 X 40	each	25	0.4954	12.3850
10240	Cap Screw, 12 X 45	each	25	0.5620	14.0500
10241	Cap Screw, 12 X 50	each	25	0.5900	14.7500
10242	Cap Screw, 12 X 55	each	25	0.6055	15.1375
10243	Cap Screw, 12 X 60	each	25	0.7210	18.0250
10244	Cap Screw, 12 X 70	each	25	0.8148	20.3700
10245	Cap Screw, 12 X 80	each	25	0.9810	24.5250
10246	Cap Screw, 12 X 100	each	25	1.1062	27.6550
10247	Cap Screw, 12 X 120	each	25	1.2840	32.1000
10250	Cap Screw, 16 X 30	each	25	0.8950	22.3750
10252	Cap Screw, 16 X 40	each	25	1.0100	25.2500
10254	Cap Screw, 16 X 50	each	25	1.0440	26.1000
10256	Cap Screw, 16 X 60	each	25	1.0600	26.5000
10257	Cap Screw, 16 X 70	each	25	1.2810	32.0250
10258	Cap Screw, 16 X 80	each	25	1.5300	38.2500
10259	Cap Screw, 16 X 100	each	25	1.6250	40.6250
10260	Cap Screw, 16 X 120	each	25	1.7315	43.2875
10265	Cap Screw, 20 X 40	each	25	1.6281	40.7025
10267	Cap Screw, 20 X 50	each	25	1.7525	43.8125
10269	Cap Screw, 20 X 60	each	25	2.0064	50.1600
10270	Cap Screw, 20 X 70	each	25	2.0493	51.2325
10271	Cap Screw, 20 X 80	each	25	2.4735	61.8375
10272	Cap Screw, 20 X 100	each	25	3.0080	75.2000
10273	Cap Screw, 20 X 120	each	25	3.4960	87.4000
	[illegible]				
13200	Carriage Bolt, 1/4 X 2	each	10	0.0298	0.2980
13201	Carriage Bolt, 1/4 X ¾	each	10	0.0300	0.3000

Spec Number	Description	Unit	Est Qty	Price	Extended Price
V: (cont'd)					
13202	Carriage Bolt, 1/4 X 1	each	25	0.0310	0.7750
13203	Carriage Bolt, 1/4 X 1-1/2	each	10	0.0320	0.3200
13204	Carriage Bolt, 1/4 X 2	each	100	0.0380	3.8000
13205	Carriage Bolt, 1/4 X 2-1/2	each	10	0.0462	0.4620
13206	Carriage Bolt, 1/4 X 3	each	10	0.0530	0.5300
13207	Carriage Bolt, 1/4 X 3-1/2	each	5	0.0532	0.2660
13208	Carriage Bolt, 1/4 X 4	each	10	0.0690	0.6900
13209	Carriage Bolt, 1/4 X 4-1/2	each	5	0.0760	0.3800
13210	Carriage Bolt, 1/4 X 5	each	5	0.0848	0.4240
13212	Carriage Bolt, 1/4 X 6	each	10	0.1025	1.0250
13220	Carriage Bolt, 5/16 X 2	each	10	0.0600	0.6000
13222	Carriage Bolt, 5/16 X 3/4	each	15	0.0350	0.5250
13223	Carriage Bolt, 5/16 X 1	each	10	0.0400	0.4000
13224	Carriage Bolt, 5/16X1-1/2	each	25	0.0512	1.2800
13225	Carriage Bolt, 5/16 X 2	each	100	0.0600	6.0000
13226	Carriage Bolt, 5/16X2-1/2	each	20	0.0748	1.4960
13227	Carriage Bolt, 5/16 X 3	each	10	0.0880	0.8800
13228	Carriage Bolt, 5/16X3-1/2	each	5	0.1000	0.5000
13229	Carriage Bolt, 5/16 X 4	each	5	0.1085	0.5425
13230	Carriage Bolt, 5/16X4-1/2	each	5	0.1342	0.6710
13231	Carriage Bolt, 5/16 X 5	each	5	0.1430	0.7150
13233	Carriage Bolt, 5/16 X 6	each	5	0.1672	0.8360
13242	Carriage Bolt, 3/8 X 3/4	each	10	0.0580	0.5800
13243	Carriage Bolt, 3/8 X 1	each	10	0.0640	0.6400
13244	Carriage Bolt, 3/8 X 1-1/2	each	20	0.0782	1.5640
13245	Carriage Bolt, 3/8 X 2	each	15	0.0945	1.4175
13246	Carriage Bolt, 3/8 X 2-1/2	each	5	0.1160	0.5800
13247	Carriage Bolt, 3/8 X 3	each	5	0.1345	0.6725
13248	Carriage Bolt, 3/8 X 3-1/2	each	100	0.1530	15.3000
13249	Carriage Bolt, 3/8 X 4	each	5	0.1678	0.8390
13250	Carriage Bolt, 3/8 X 4-1/2	each	5	0.1845	0.9225
13251	Carriage Bolt, 3/8 X 5	each	10	0.2000	2.0000
13253	Carriage Bolt, 3/8 X 6	each	100	0.2450	24.5000
13262	Carriage Bolt, 7/16 X 3/4	each	5	0.1540	0.7700
13263	Carriage Bolt, 7/16 X 1	each	10	0.1318	1.3180
13264	Carriage Bolt, 7/16X1-1/2	each	10	0.1630	1.6300

Spec Number	Description	Unit	Est Qty	Price	Extended Price
V: (cont'd)					
13265	Carriage Bolt, 7/16 X 2	each	5	0.1948	0.9740
13266	Carriage Bolt, 7/16X2-1/2	each	5	0.2240	1.1200
13267	Carriage Bolt, 7/16 X 3	each	5	0.2542	1.2710
13268	Carriage Bolt, 7/16X3-1/2	each	5	0.3000	1.5000
13269	Carriage Bolt, 7/16 X 4	each	5	0.3710	1.8550
13270	Carriage Bolt, 7/16X4-1/2	each	10	0.3830	3.8300
13271	Carriage Bolt, 7/16 X 5	each	5	0.4000	2.0000
13283	Carriage Bolt, 7/16 X 6	each	5	0.4880	2.4400
13282	Carriage Bolt, 2 X 3/4	each	5	0.1300	0.6500
13283	Carriage Bolt, 2 X 1	each	10	0.1310	1.3100
13284	Carriage Bolt, 2 X 1-1/2	each	15	0.1525	2.2875
13285	Carriage Bolt, 2 X 2	each	5	0.1850	0.9250
13286	Carriage Bolt, 2 X 2-1/2	each	10	0.2120	2.1200
13287	Carriage Bolt, 2 X 3	each	5	0.2380	1.1900
13288	Carriage Bolt, 2 X 3-1/2	each	5	0.2750	1.3750
13289	Carriage Bolt, 2 X 4	each	5	0.2880	1.4400
13290	Carriage Bolt, 2 X 4-1/2	each	5	0.3240	1.6200
13291	Carriage Bolt, 2 X 5	each	5	0.3655	1.8275
13293	Carriage Bolt, 2 X 6	each	5	0.4015	2.0075
				Total for Section I:$	11,641.89
Section II: Terminals (Self-Extinguishing Nylon Insulated, Copper), Cable Ties, Made in the USA					
A: Ring Terminals					
2625	Ring Term, 22-18 4-6	each	200	0.1080	21.6000
2627	Ring Term, 22-18 6-8	each	200	0.1080	21.6000
2628	Ring Term, 22-18 8-10	each	500	0.1080	54.0000
2629	Ring Term, 22-18 12-1/4	each	100	0.1360	13.6000
2630	Ring Term, 22-18 1/4-5/16	each	50	0.1362	6.8100
2631	Ring Term, 22-18 5/16-3/8	each	100	0.1500	15.0000
2643	Ring Term, 16-14 4-6	each	100	0.1080	10.8000
2645	Ring Term, 16-14STUD #6	each	50	0.1080	5.4000
2646	Ring Term, 16-14 8-10	each	300	0.1242	37.2600
2647	Ring Term, 16-14 12/1/4	each	100	0.1340	13.4000
2648	Ring Term, 16-14 1/4-5/16	each	100	0.1342	13.4200
2649	Ring Term, 16-14 5/16-3/8	each	50	0.1520	7.6000

GRAYSON INDUSTRIES, INC.

Spec Number	Description	Unit	Est Qty	Price	Extended Price
A: (cont'd)					
2661	Ring Term, 12-10 4-6	each	50	0.1362	6.8100
2663	Ring Term, 12-10 6-8	each	50	0.1364	6.8200
2665	Ring Term, 12-10 8-10	each	250	0.1365	34.1250
2666	Ring Term, 12-10 12-1/4	each	50	0.1440	7.2000
2667	Ring Term, 12-10 1/4-5/16	each	25	0.1442	3.6050
2668	Ring Term, 12-10 1/4-5/16 LG	each	25	0.3600	9.0000
2669	Ring Term, 12-10 5/16-3/8	each	25	0.1565	3.9125
2670	Ring Term, 12-10 3/8-7/16	each	25	0.1950	4.8750
2671	Ring Term, 12-10 7/16-1/2	each	25	0.1952	4.8800
B: Block Spade Terminals					
2634	Block Spade Term, 22-18	each	50	0.1080	5.4000
2652	Block Spade Term, 16-14	each	200	0.1080	21.6000
2673	Block Spade Term, 12-10	each	50	0.1360	6.8000
C: Quick Slide Terminals .250 Tab Fully Insulated					
2591	Male Quick Slide, 22-18	each	50	0.0995	4.9750
2593	Male Quick Slide, 16-14	each	200	0.0995	19.9000
2595	Male Quick Slide, 12-10	each	25	0.1050	2.6250
2590	Female Quick Slide, 22-18	each	50	0.0965	4.8250
2592	Female Quick Slide, 16-14	each	300	0.0965	28.9500
2594	Female Quick Slide, 12-10	each	50	0.0965	4.8250
D: Butt Connectors					
2640	Butt Connectors, 22-18	each	200	0.2510	50.2000
2658	Butt Connectors, 16-14	each	900	0.3250	292.5000
2679	Butt Connectors, 12-10	each	100	0.3795	37.9500
2814	Butt Connectors, #6	each	20	0.4860	9.7200
E: Wire Primary Plastic 100 Ft Rolls 1 Conductor					
2951	18 GA Red	each	1	6.7500	6.7500
2952	18 GA Green	each	1	6.7500	6.7500
2953	18 GA Yellow	each	1	6.7500	6.7500
2954	18 GA Brown	each	1	6.7500	6.7500
2955	18 GA Orange	each	1	6.7500	6.7500
2956	18 GA Blue	each	1	6.7500	6.7500
2957	18 GA White	each	1	6.7500	6.7500
2958	18 GA Black	each	1	6.7500	6.7500
2961	16 GA Red	each	1	8.5000	8.5000
2962	16 GA Green	each	1	8.5000	8.5000
2963	16 GA Yellow	each	1	8.5000	8.5000

Spec Number	Description	Unit	Est Qty	Price	Extended Price
E: (cont'd)					
2964	16 GA Brown	each	1	8.5000	8.5000
2965	16 GA Orange	each	1	8.5000	8.5000
2966	16 GA Blue	each	1	8.5000	8.5000
2967	16 GA White	each	1	8.5000	8.5000
2968	16 GA Black	each	1	8.5000	8.5000
2971	14 GA Red	each	3	13.2500	13.2500
2972	14 GA Green	each	1	13.2500	13.2500
2973	14 GA Yellow	each	1	13.2500	13.2500
2974	14 GA Brown	each	1	13.2500	13.2500
2975	14 GA Orange	each	1	13.2500	13.2500
2976	14 GA Blue	each	2	13.2500	13.2500
2977	14 GA White	each	3	13.2500	13.2500
2978	14 GA Black	each	4	13.2500	13.2500
2981	12 GA Red	each	4	17.8000	17.8000
2982	12 GA Green	each	1	17.8000	17.8000
2983	12 GA Yellow	each	1	17.8000	17.8000
2984	12 GA Brown	each	1	17.8000	17.8000
2985	12 GA Orange	each	1	17.8000	17.8000
2986	12 GA Blue	each	1	17.8000	17.8000
2987	12 GA White	each	1	17.8000	17.8000
2988	12 GA Black	each	1	17.8000	17.8000
2991	10 GA Red	each	1	28.0000	28.0000
2992	10 GA Green	each	1	28.0000	28.0000
2993	10 GA Yellow	each	1	28.0000	28.0000
2994	10 GA Brown	each	1	28.0000	28.0000
2995	10 GA Orange	each	1	28.0000	28.0000
2996	10 GA Blue	each	1	28.0000	28.0000
2997	10 GA White	each	1	28.0000	28.0000
2998	10 GA Black	each	1	28.0000	28.0000
F: Cable Ties Nylon Black					
2391	Cable Ties 4" 18 LB	each	400	0.0260	10.4000
2393	Cable Ties 8" 18 LB	each	500	0.0600	30.0000
2394	Cable Ties 7" 50 LB	each	500	0.0750	37.5000
2395	Cable Ties 9" 50 LB	each	500	0.0700	35.0000
2396	Cable Ties 11" 50 LB	each	800	0.0925	74.0000
2397	Cable Ties 14" 50 LB	each	400	0.1100	44.0000

GRAYSON INDUSTRIES, INC.

Spec Number	Description	Unit	Est Qty	Price	Extended Price
F: (cont'd)					
2398	Cable Ties 14" 120 LB	each	200	0.1978	39.5600
				Total for Section II:$	1,656.85
				Grand Total for I and II:$	13,298.74

GRAYSON INDUSTRIES, INC.

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 GRAYSON INDUSTRIES, INC.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Fasteners** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: Daniel H. Kliegman
Signature of Contractor

By: DANIEL H. KLIEGMAN PRES.
Printed Name and Title

Bid 09-052 item24E9

Fort Bend County Specification Download Acknowledgment

1= 714.94
2= 1965.94

Invitation for Bid
Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies
BID 09-052

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.

W.L. STRICKLAND DBA SUNBELT FASTENERS
Legal Name of Contracting Company

SUZI DOWELL
Contact Person

7115 ASHCROFT HOUSTON TEXAS 77081
Complete Mailing Address

713-774-5250 — Telephone Number
713-774-0629 — Facsimile Number

sunbeltfasteners@
Email Address

Suzi Dowell — Signature
2-11-09 — Date

713-
755-
5743

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Fasteners and Miscellaneous Shop Supplies for Fort Bend County
BID 09-052

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 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-052
Fasteners

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: 01/27/09
Issued: 02/04/09

Vendor Information

W. L. STRICKLAND D.B.A. SUNBELT FASTENERS
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-774-5250 713-774-0629
Telephone Number Facsimile Number

7115 ASHCROFT
Complete Mailing Address (for Correspondence)

HOUSTON, TEXAS 77081
City, State and Zip Code

P.O. BOX 741651
Complete Remittance Address (if different from above)

HOUSTON, TEXAS 77274
City, State and Zip Code

SUZI DOWELL - SALES
Authorized Representative and Title (printed)

sunbeltfasteners@sbcglobal.net
Authorized Representative's Email Address

Suzi Dowell
Signature of Authorized Representative

Initials of Bidder: SD

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: SD

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: SD

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: SD

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: SD

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 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.

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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.

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3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide fasteners and miscellaneous shop supplies for various Fort Bend County departments, which meet or exceeds specification contained herein.

4.0. PERIOD OF CONTRACT:

This contract is for the period **1 APRIL 2009 through 31 MARCH 2010**, renewable annually for four (4) years (through 31 March 2014) 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 GENERAL INFORMATION:

6.1 Bidder must bid all items in each section to be awarded the section.

6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.

6.3 **No minimum orders**, by quantity or dollar amount.

6.4 All prices are F.O.B. Fort Bend County.

6.5 Bidder shall guarantee all items to be free of defects and shall replace any defective item(s) at no cost.

6.6 All nuts, cap screws and washers shall be SAE specification, grade eight (8) fasteners, to be traceable by lot number and manufactured in North America using North American products with no measurable Boron content. **A chemical analysis report must accompany the bid package. Failure to include chemical analysis report may result in the disqualification of bid.**

6.7 Each fitting shall have the manufacturer's name or trademark plainly stamped into or cast on the body.

6.8 Material safety data sheets must accompany each and every shipment.

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7.0 BID AWARD:

This contract will be awarded to the lowest and best bid **per section**.

8.0 DELIVERY:

8.1 Vendor must complete delivery within five (5) working days after receipt of purchase order.

8.2 All deliveries shall be accepted subject to inspection, count and/or testing.

8.3 In those extremely rare cases where a department needs a particular fasteners(s) immediately, Fort Bend County reserves the right to purchase the fastener(s) on the open market without endangering this contract.

8.4 The successful bidder shall not deliver products without a Purchase Order issued by the Fort Bend County Purchasing Agent.

8.5 The successful bidder shall not deliver products in excess of those authorized and under no circumstances will Fort Bend County be liable for payment of products which exceed the amounts authorized by the Purchase Order.

8.6 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.

8.7 Deliveries will be made to various locations throughout Fort Bend County.

9.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [redacted].

10.0 SPECIFICATION:

Specification number listed is from Champion Fasteners for information only, bidders may bid an equal (See Section 1.18. above)

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11.0 REQUIRED ITEMS AND PRICING:

Spec Number	Description	Unit	Est Qty	Price	Extended Price
Section 1: Fasteners					
A: Grade C Steel Locknuts, SAE Thread (stover nut), Plated					
8580	Steel Locknuts, 1/4-28	each	25	.072	1.80
8581	Steel Locknuts, 5/16-24	each	25	.077	1.93
8582	Steel Locknuts, 3/8-24	each	25	.098	2.45
8583	Steel Locknuts, 7/16-20	each	25	.139	3.48
8584	Steel Locknuts, 1/2-20	each	25	.16	4.00
8585	Steel Locknuts, 9/16-18	each	100	.25	25.00
8586	Steel Locknuts, 5/8-18	each	25	.34	8.50
8587	Steel Locknuts, 3/4-16	each	25	.63	15.75
B: Grade 8 Cap Screws, SAE Thread, Plated, Hex Head, Standard Height					
8200	Cap Screw, 1/4 X 1/2	each	25	.05	1.25
8201	Cap Screw, 1/4 X 3/4	each	25	.05	1.25
8202	Cap Screw, 1/4 X 1	each	25	.05	1.25
8203	Cap Screw, 1/4 X 1-1/4	each	25	.08	2.00
8204	Cap Screw, 1/4 X 1-1/2	each	25	.08	2.00
8205	Cap Screw, 1/4 X 1-3/4	each	25	.11	2.75
8206	Cap Screw, 1/4 X 2	each	25	.11	2.75
8208	Cap Screw, 1/4 X 2-1/2	each	25	.12	3.00
8210	Cap Screw, 1/4 X 3	each	25	.20	5.00
8212	Cap Screw, 1/4 X 3-1/2	each	25	.24	6.00
8214	Cap Screw, 1/4 X 4	each	25	.35	8.75
8215	Cap Screw, 1/4 X 4-1/2	each	25	.40	10.00
8216	Cap Screw, 1/4 X 5	each	25	.55	13.75
8220	Cap Screw, 5/16 X 1/2	each	25	.08	2.00
8221	Cap Screw, 5/16 X 3/4	each	25	.08	2.00
8222	Cap Screw, 5/16 X 1	each	25	.09	2.25
8223	Cap Screw, 5/16 X 1-1/4	each	25	.11	2.75
8224	Cap Screw, 5/16 X 1-1/2	each	25	.12	3.00
8225	Cap Screw, 5/16 X 1-3/4	each	25	.14	3.50
8226	Cap Screw, 5/16 X 2	each	25	.15	3.75
8228	Cap Screw, 5/16 X 2-1/2	each	25	.18	4.50
8230	Cap Screw, 5/16 X 3	each	25	.26	6.50
8232	Cap Screw, 5/16 X 3-1/2	each	25	.34	8.50
8234	Cap Screw, 5/16 X 4	each	25	.51	12.75
8235	Cap Screw, 5/16 X 4-1/2	each	25	.66	16.50
8236	Cap Screw, 5/16 X 5	each	25	.53	13.25
8241	Cap Screw, 3/8 X 3/4	each	25	.10	2.50
8242	Cap Screw, 3/8 X 1	each	25	.12	3.00

Spec Number	Description	Unit	Est Qty	Price	Extended Price
B: (cont'd)					
8243	Cap Screw, 3/8 X 1-1/4	each	25	.14	3.50
8244	Cap Screw, 3/8 X 1-1/2	each	25	.16	4.00
8245	Cap Screw, 3/8 X 1-3/4	each	25	.18	4.50
8246	Cap Screw, 3/8 X 2	each	25	.20	5.00
8248	Cap Screw, 3/8 X 2-1/2	each	25	.25	6.25
8249	Cap Screw, 3/8 X 2-3/4	each	25	.33	8.25
8250	Cap Screw, 3/8 X 3	each	25	.29	7.25
8252	Cap Screw, 3/8 X 3-1/2	each	25	.35	8.75
8254	Cap Screw, 3/8 X 4	each	25	.40	10.00
8256	Cap Screw, 3/8 X 5	each	25	.79	19.75
8258	Cap Screw, 3/8 X 6	each	25	.90	22.50
8261	Cap Screw, 7/16 X 3/4	each	25	.21	5.25
8262	Cap Screw, 7/16 X 1	each	25	.22	5.50
8263	Cap Screw, 7/16 X 1-1/4	each	25	.23	5.75
8264	Cap Screw, 7/16 X 1-1/2	each	25	.25	6.25
8265	Cap Screw, 7/16 X 1-3/4	each	25	.26	6.50
8266	Cap Screw, 7/16 X 2	each	25	.29	7.25
8267	Cap Screw, 7/16 X 2-1/4	each	25	.32	8.00
8268	Cap Screw, 7/16 X 2-1/2	each	25	.37	9.25
8269	Cap Screw, 7/16 X 2-3/4	each	25	.46	11.50
8270	Cap Screw, 7/16 X 3	each	25	.43	10.75
8272	Cap Screw, 7/16 X 3-1/2	each	25	.50	12.50
8274	Cap Screw, 7/16 X 4	each	25	.56	14.00
8275	Cap Screw, 7/16 X 4-1/2	each	25	.84	21.00
8276	Cap Screw, 7/16 X 5	each	25	1.08	27.00
8278	Cap Screw, 7/16 X 6	each	25	1.25	31.25
8282	Cap Screw, 1/2 X 1	each	25	.26	6.50
8283	Cap Screw, 1/2 X 1-1/4	each	25	.29	7.25
8284	Cap Screw, 1/2 X 1-1/2	each	25	.33	8.25
8285	Cap Screw, 1/2 X 1-3/4	each	25	.37	9.25
8286	Cap Screw, 1/2 X 2	each	25	.40	10.00
8288	Cap Screw, 1/2 X 2-1/2	each	25	.48	12.00
8290	Cap Screw, 1/2 X 3	each	25	.55	13.75
8292	Cap Screw, 1/2 X 3-1/2	each	25	.62	15.50
8294	Cap Screw, 1/2 X 4	each	25	.69	17.25
8295	Cap Screw, 1/2 X 4-1/2	each	25	.74	18.50
8296	Cap Screw, 1/2 X 5	each	25	1.10	27.50
8297	Cap Screw, 1/2 X 5-1/2	each	25	1.26	31.50
8298	Cap Screw, 1/2 X 6	each	25	1.32	33.00

Spec Number	Description	Unit	Est Qty	Price	Extended Price
B: (cont'd)					
8302	Cap Screw, 9/16 X 1	each	25	.39	9.75
8304	Cap Screw, 9/16 X 1-1/2	each	25	.45	11.25
8306	Cap Screw, 9/16 X 2	each	50	.53	26.50
8308	Cap Screw, 9/16 X 2-1/2	each	50	.67	33.50
8310	Cap Screw, 9/16 X 3	each	25	.76	19.00
8312	Cap Screw, 9/16 X 3-1/2	each	25	.96	24.00
8314	Cap Screw, 9/16 X 4	each	25	.97	24.25
8315	Cap Screw, 9/16 X 4-1/2	each	25	1.28	32.00
8316	Cap Screw, 9/16 X 5	each	25	1.37	34.25
8317	Cap Screw, 9/16 X 5-1/2	each	25	1.48	37.00
8318	Cap Screw, 9/16 X 6	each	25	1.55	38.75
8322	Cap Screw, 5/8 X 1	each	25	.56	14.00
8324	Cap Screw, 5/8 X 1-1/2	each	25	.57	14.25
8326	Cap Screw, 5/8 X 2	each	25	.67	16.75
8327	Cap Screw, 5/8 X 2-1/4	each	25	.69	17.25
8328	Cap Screw, 5/8 X 2-1/2	each	25	.78	19.50
8330	Cap Screw, 5/8 X 3	each	25	.91	22.75
8332	Cap Screw, 5/8 X 3-1/2	each	25	1.09	27.25
8334	Cap Screw, 5/8 X 4	each	25	1.15	28.75
8335	Cap Screw, 5/8 X 4-1/2	each	25	1.50	37.50
8336	Cap Screw, 5/8 X 5	each	25	1.62	40.50
8337	Cap Screw, 5/8 X 5-1/2	each	25	1.74	43.50
8338	Cap Screw, 5/8 X 6	each	25	1.96	49.00
8344	Cap Screw, 3/4 X 1-1/2	each	25	.95	23.75
8346	Cap Screw, 3/4 X 2	each	25	1.07	26.75
8348	Cap Screw, 3/4 X 2-1/2	each	25	1.22	30.50
8350	Cap Screw, 3/4 X 3	each	25	1.38	34.50
8352	Cap Screw, 3/4 X 3-1/2	each	10	1.59	15.90
8354	Cap Screw, 3/4 X 4	each	10	1.74	17.40
8355	Cap Screw, 3/4 X 4-1/2	each	10	2.29	22.90
8356	Cap Screw, 3/4 X 5	each	10	2.49	24.90
8357	Cap Screw, 3/4 X 5-1/2	each	10	2.79	27.90
8358	Cap Screw, 3/4 X 6	each	10	3.12	31.20
C: Grade 8 Hex Nut, SAE Thread, Plated, Standard Height					
8460	Hex Nut, 1/4	each	400	.02	8.00
8461	Hex Nut, 5/16	each	400	.03	12.00
8462	Hex Nut, 3/8	each	400	.04	16.00
8463	Hex Nut, 7/16	each	50	.09	4.50
8464	Hex Nut, 1/2	each	150	.11	16.50

Spec Number	Description	Unit	Est Qty	Price	Extended Price
C: (cont'd)					
8465	Hex Nut, 9/16	each	50	.11	5.50
8466	Hex Nut, 5/8	each	50	.22	11.00
8467	Hex Nut, 3/4	each	50	.30	15.00
D: Grade 8 Alloy Flat Washers, USS Thread, Plated					
8410	Flat Washer,1/4	each	900	.028	25.20
8411	Flat Washer,5/16	each	90	.046	4.14
8412	Flat Washer,3/8	each	900	.06	54.00
8413	Flat Washer,7/16	each	900	.10	90.00
8414	Flat Washer,1/2	each	900	.126	113.40
8415	Flat Washer,9/16	each	450	.18	81.00
8416	Flat Washer,5/8	each	250	.29	72.50
8417	Flat Washer,3/4	each	75	.40	30.00
E: Grade 8 Alloy Lock Washers, Plated, Split Type9					
8431	Lock Washer,1/4	each	900	.02	18.00
8432	Lock Washer,5/16	each	800	.03	24.00
8433	Lock Washer,3/8	each	900	.04	36.00
8434	Lock Washer,7/16	each	350	.05	17.50
8435	Lock Washer,1/2	each	900	.08	72.00
8436	Lock Washer,9/16	each	100	.10	10.00
8437	Lock Washer,5/8	each	650	.14	91.00
8438	Lock Washer,3/4	each	250	.23	57.50
F: Grade C Steel Locknuts (Stover nuts), USS Thread, Plated					
8570	Locknut,1/4-20	each	50	.03	1.50
8571	Locknut,5/16-18	each	250	.04	10.00
8572	Locknut,3/6-16	each	900	.06	54.00
8573	Locknut,7/16-14	each	50	.08	4.00
8574	Locknut,1/2-13	each	900	.10	90.00
8575	Locknut,9/16-12	each	300	.19	57.00
8576	Locknut,5/8-11	each	25	.26	6.50
8577	Locknut,3/4-10	each	525	.46	241.50
G: Grade 8 Cap Screws, USS Thread, Plated, Hex Head Bolts, Standard Height					
8000	Cap Screw, 1/4 X 1/2	each	200	.04	8.00
8001	Cap Screw, 1/4 X 3/4	each	900	.045	40.50
8002	Cap Screw, 1/4 X 1	each	800	.05	40.00
8003	Cap Screw, 1/4 X 1-1/4	each	450	.06	27.00
8004	Cap Screw, 1/4 X 1-1/2	each	50	.08	4.00
8005	Cap Screw, 1/4 X 1-3/4	each	100	.09	9.00
8006	Cap Screw, 1/4 X 2	each	100	.09	9.00
8008	Cap Screw, 1/4 X 2-1/2	each	150	.11	16.50

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (cont'd)					
8010	Cap Screw, 1/4 X 3	each	75	.16	12.00
8012	Cap Screw, 1/4 X 3-1/2	each	25	.17	4.25
8014	Cap Screw, 1/4 X 4	each	25	.19	4.75
8020	Cap Screw, 5/16 X 1/2	each	200	.04	8.00
8021	Cap Screw, 5/16 X 3/4	each	100	.07	7.00
8022	Cap Screw, 5/16 X 1	each	400	.08	32.00
8023	Cap Screw, 5/16 X 1-1/4	each	200	.10	20.00
8024	Cap Screw, 5/16 X 1-1/2	each	500	.11	55.00
8025	Cap Screw, 5/16 X 1-3/4	each	150	.13	19.50
8026	Cap Screw, 5/16 X 2	each	25	.15	3.75
8028	Cap Screw, 5/16 X 2-1/2	each	50	.17	8.50
8030	Cap Screw, 5/16 X 3	each	150	.21	31.50
8032	Cap Screw, 5/16 X 3-1/2	each	100	.26	26.00
8034	Cap Screw, 5/16 X 4	each	50	.29	14.50
8036	Cap Screw, 5/16 X 5	each	25	.51	12.75
8040	Cap Screw, 3/8 X 1/2	each	25	.095	2.38
8041	Cap Screw, 3/8 X 3/4	each	300	.095	28.50
8042	Cap Screw, 3/8 X 1	each	700	.11	77.00
8043	Cap Screw, 3/8 X 1-1/4	each	500	.13	65.00
8044	Cap Screw, 3/8 X 1-1/2	each	750	.14	105.00
8045	Cap Screw, 3/8 X 1-3/4	each	200	.18	36.00
8046	Cap Screw, 3/8 X 2	each	200	.19	38.00
8048	Cap Screw, 3/8 X 2-1/2	each	300	.24	72.00
8050	Cap Screw, 3/8 X 3	each	100	.28	28.00
8052	Cap Screw, 3/8 X 3-1/2	each	100	.34	34.00
8054	Cap Screw, 3/8 X 4	each	50	.38	19.00
8056	Cap Screw, 3/8 X 5	each	25	.63	15.75
8058	Cap Screw, 3/8 X 6	each	25	.69	17.25
8061	Cap Screw, 7/16 X 3/4	each	25	.15	3.75
8062	Cap Screw, 7/16 X 1	each	25	.16	4.00
8063	Cap Screw, 7/16 X 1-1/4	each	150	.18	27.00
8064	Cap Screw, 7/16 X 1-1/2	each	200	.21	42.00
8065	Cap Screw, 7/16 X 1-3/4	each	25	.25	6.25
8066	Cap Screw, 7/16 X 2	each	100	.27	27.00
8067	Cap Screw, 7/16 X 2-1/4	each	25	.30	7.50
8068	Cap Screw, 7/16 X 2-1/2	each	50	.35	17.50
8070	Cap Screw, 7/16 X 3	each	50	.41	20.50
8072	Cap Screw, 7/16 X 3-1/2	each	50	.47	23.50
8074	Cap Screw, 7/16 X 4	each	50	.53	26.50

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (cont'd)					
8076	Cap Screw, 7/16 X 5	each	25	.84	21.00
8078	Cap Screw, 7/16 X 6	each	25	.97	24.25
8081	Cap Screw, 1/2 X 3/4	each	25	.24	6.00
8082	Cap Screw, 1/2 X 1	each	275	.25	68.75
8084	Cap Screw, 1/2 X 1-1/2	each	250	.30	75.00
8085	Cap Screw, 1/2 X 1-3/4	each	200	.33	66.00
8086	Cap Screw, 1/2 X 2	each	225	.36	81.00
8088	Cap Screw, 1/2 X 2-1/2	each	125	.45	56.25
8089	Cap Screw, 1/2 X 2-3/4	each	25	.49	12.25
8090	Cap Screw, 1/2 X 3	each	50	.52	26.00
8092	Cap Screw, 1/2 X 3-1/2	each	50	.61	30.50
8094	Cap Screw, 1/2 X 4	each	25	.68	17.00
8095	Cap Screw, 1/2 X 4-1/2	each	175	.91	159.25
8096	Cap Screw, 1/2 X 5	each	25	.98	24.50
8098	Cap Screw, 1/2 X 6	each	125	1.31	32.75
8102	Cap Screw, 9/16 X 1	each	25	.35	8.75
8104	Cap Screw, 9/16 X 1-1/2	each	50	.38	19.00
8106	Cap Screw, 9/16 X 2	each	75	.46	34.50
8108	Cap Screw, 9/16 X 2-1/2	each	125	.57	71.25
8110	Cap Screw, 9/16 X 3	each	25	.71	17.75
8111	Cap Screw, 9/16 X 3-1/4	each	25	.75	18.75
8112	Cap Screw, 9/16X3-1/2	each	25	.75	18.75
8114	Cap Screw, 9/16 X 4	each	25	.84	21.00
8115	Cap Screw, 9/16 X 4-1/2	each	25	1.14	28.50
8116	Cap Screw, 9/16 X 5	each	25	1.23	30.75
8122	Cap Screw, 5/8 X 1	each	25	.47	11.75
8124	Cap Screw, 5/8 X 1-1/2	each	50	.48	24.00
8126	Cap Screw, 5/8 X 2	each	60	.58	34.80
8128	Cap Screw, 5/8 X 2-1/2	each	35	.68	23.80
8130	Cap Screw, 5/8 X 3	each	100	.83	83.00
8132	Cap Screw, 5/8 X 3-1/2	each	35	.95	33.25
8134	Cap Screw, 5/8 X 4	each	25	1.07	26.75
8135	Cap Screw, 5/8 X 4-1/2	each	50	1.41	70.50
8136	Cap Screw, 5/8 X 5	each	25	1.45	36.25
8137	Cap Screw, 5/8 X 5-1/2	each	25	1.68	42.00
8138	Cap Screw, 5/8 X 6	each	25	1.72	43.00
8144	Cap Screw, 3/4 X 1-1/2	each	25	.91	22.75
8146	Cap Screw, 3/4 X 2	each	25	.97	24.25
8150	Cap Screw, 3/4 X 3	each	25	1.29	32.25

Spec Number	Description	Unit	Est Qty	Price	Extended Price
G: (cont'd)					
8152	Cap Screw, 3/4 X 3-1/2	each	25	1.52	38.00
8154	Cap Screw, 3/4 X 4	each	15	1.68	25.20
8155	Cap Screw, 3/4 X 4-1/2	each	25	1.83	45.75
8156	Cap Screw, 3/4 X 5	each	25	1.98	49.50
8157	Cap Screw, 3/4 X 5-1/2	each	25	2.31	57.75
8158	Cap Screw, 3/4 X 6	each	15	2.32	34.80
8805	Cap Screw, 3/4 X 7	each	25	3.52	88.00
H: Grade 8 Hex Nut, USS Thread, Plated, Standard Height					
8450	Hex Nut, 1/4	each	900	.03	27.00
8451	Hex Nut, 5/16	each	900	.035	31.50
8452	Hex Nut, 3/8	each	900	.045	40.50
8453	Hex Nut, 7/16	each	150	.08	12.00
8454	Hex Nut, 1/2	each	300	.11	33.00
8455	Hex Nut, 9/16	each	150	.17	25.50
8456	Hex Nut, 5/8	each	300	.22	66.00
8457	Hex Nut, 3/4	each	50	.36	18.00
I: External Lock Washers					
3500	Lock Washer, 6	each	10	.015	1.50
3501	Lock Washer, 8	each	10	.015	1.50
3502	Lock Washer, 10	each	10	.015	1.50
3503	Lock Washer, 12	each	10	.026	2.60
J: Internal Lock Washers					
3515	Lock Washer, 6	each	10	.015	1.50
3516	Lock Washer, 8	each	10	.015	1.50
3517	Lock Washer, 10	each	10	.015	1.50
3518	Lock Washer, 12	each	10	.02	2.00
K: Flat Washers, SAE					
5401	Flat Washer,6	each	50	.019	.95
5402	Flat Washer,8	each	50	.019	.95
5403	Flat Washer,10	each	50	.019	.95
5404	Flat Washer,12	each	50	.019	.95
L: Lock Washers, Regular					
5429	Lock Washer,6	each	50	.017	.85
5430	Lock Washer,8	each	50	.017	.85
5431	Lock Washer,12	each	50	.017	.85
M: Machine Screw Nuts					
5445	Machine Screw Nut,6-32	each	100	.015	1.50
5446	Machine Screw Nut,8-32	each	350	.015	5.25
5447	Machine Screw Nut,10-32	each	450	.015	6.75

Spec Number	Description	Unit	Est Qty	Price	Extended Price
M: (cont'd)					
5448	Machine Screw Nut,10-24	each	450	.015	1.50
5449	Machine Screw Nut,12-24	each	100	.015	1.50
N: Machine Screws Pan Head Slotted					
290	Slotted Pan 6-32X1/4	each	10	.015	.15
291	Slotted Pan 6-32X3/8	each	10	.015	.15
292	Slotted Pan 6-32X1/2	each	10	.015	.15
293	Slotted Pan 6-32X5/8	each	10	.016	.16
294	Slotted Pan 6-32X3/4	each	10	.017	.17
295	Slotted Pan 6-32X7/8	each	10	.02	.20
296	Slotted Pan 6-32X1	each	10	.02	.20
297	Slotted Pan 6-32X1-1/4	each	10	.021	.21
298	Slotted Pan 6-32X1-1/2	each	10	.022	.22
300	Slotted Pan 8-32X3/8	each	10	.017	.17
301	Slotted Pan 8-32X3/8	each	10	.017	.17
302	Slotted Pan 8-32X1/2	each	10	.018	.18
304	Slotted Pan 8-32X5/8	each	10	.019	.19
305	Slotted Pan 8-32X3/4	each	10	.02	.20
307	Slotted Pan 8-32X1	each	10	.024	.24
308	Slotted Pan 8-32X1-1/4	each	10	.026	.26
309	Slotted Pan 8-32X1-1/2	each	10	.03	.30
312	Slotted Pan 10-32X3/8	each	10	.02	.20
313	Slotted Pan 10-32X1/2	each	10	.021	.21
314	Slotted Pan 10-32X5/8	each	10	.022	.22
315	Slotted Pan 10-32X3/4	each	10	.023	.23
317	Slotted Pan 10-32X1	each	10	.024	.24
318	Slotted Pan 10-32X1-1/4	each	10	.027	.27
319	Slotted Pan 10-32X1-1/2	each	10	.032	.32
325	Slotted Pan 10-24X1/2	each	10	.021	.21
326	Slotted Pan 10-24X5/8	each	10	.022	.22
327	Slotted Pan 10-24X3/4	each	10	.023	.23
329	Slotted Pan 10-24X1	each	10	.024	.24
330	Slotted Pan 10-24X1-1/4	each	10	.027	.27
331	Slotted Pan 10-24X1-1/2	each	10	.032	.32
2676	Slotted Pan 12-24X1/2	each	10	.04	.40
2677	Slotted Pan 12-24X3/4	each	10	.058	.58
2272	Slotted Pan 12-24X1	each	10	.065	.65
2678	Slotted Pan 12-24X1-1/4	each	10	.11	1.10
2679-1	Slotted Pan 12-24X1-1/2	each	10	.13	1.30
2680	Slotted Pan 12-24X2	each	10	.15	1.50

Spec Number	Description	Unit	Est Qty	Price	Extended Price
O: Nylon Insert Lock Nuts, USS					
8475	Locknut,6-32	each	10	.025	.25
8476	Locknut,8-32	each	10	.025	.25
8478	Locknut,12-24	each	10	.12	1.20
8477	Locknut,10-24	each	10	.026	.26
P: Machine Screws Pan Head Phillip					
360	Phillip Pan 6-32X1/4	each	25	.018	.45
361	Phillip Pan 6-32X3/8	each	25	.015	.38
362	Phillip Pan 6-32X1/2	each	200	.016	3.20
363	Phillip Pan 6-32X5/8	each	25	.018	.45
364	Phillip Pan 6-32X3/4	each	200	.018	.45
365	Phillip Pan 6-32X7/8	each	25	.02	.50
366	Phillip Pan 6-32X1	each	100	.02	2.00
367	Phillip Pan 6-32X1-1/4	each	25	.028	.70
368	Phillip Pan 6-32X1-1/2	each	25	.037	.93
370	Phillip Pan 8-32X1/4	each	25	.016	.40
371	Phillip Pan 8-32X3/8	each	25	.017	.43
372	Phillip Pan 8-32X1/2	each	200	.018	3.60
373	Phillip Pan 8-32X5/8	each	25	.019	.48
374	Phillip Pan 8-32X3/4	each	200	.02	4.00
376	Phillip Pan 8-32X1	each	250	.02	5.00
377	Phillip Pan 8-32X1-1/4	each	25	.025	.63
378	Phillip Pan 8-32X1-1/2	each	25	.047	1.18
380	Phillip Pan 10-32X1/4	each	25	.02	.50
381	Phillip Pan 10-32X3/8	each	25	.02	.50
382	Phillip Pan 10-32X1/2	each	200	.02	4.00
383	Phillip Pan 10-32X5/8	each	25	.022	.55
384	Phillip Pan 10-32X3/4	each	200	.022	4.40
385	Phillip Pan 10-32X7/8	each	25	.027	.68
386	Phillip Pan 10-32X1	each	200	.027	5.40
387	Phillip Pan 10-32X1-1/4	each	25	.032	.80
388	Phillip Pan 10-32X1-1/2	each	25	.038	.95
389	Phillip Pan 10-32X2	each	25	.059	1.48
390	Phillip Pan 10-24X1/4	each	25	.018	.45
391	Phillip Pan 10-24X3/8	each	25	.019	.48
392	Phillip Pan 10-24X1/2	each	250	.02	5.00
393	Phillip Pan 10-24X5/8	each	25	.02	.50
394	Phillip Pan 10-24X3/4	each	250	.022	5.50
395	Phillip Pan 10-24X7/8	each	25	.027	.68
396	Phillip Pan 10-24X1	each	250	.027	6.75

Spec Number	Description	Unit	Est Qty	Price	Extended Price
P: (cont'd)					
397	Phillip Pan 10-24X1-1/4	each	25	.032	.80
398	Phillip Pan 10-24X1-1/2	each	25	.038	.95
399	Phillip Pan 10-24X2	each	25	.09	2.25
Q: Tek Screws Hex Head Self-Drilling Self-Tapping Plated					
1010	Tek Screw, 8X 1/2	each	250	.014	3.50
1011	Tek Screw, 8X 5/8	each	25	.015	.38
1012	Tek Screw, 8X 3/4	each	250	.016	4.00
1013	Tek Screw, 8X 1	each	50	.017	.85
1014	Tek Screw, 8X 1-1/4	each	50	.02	1.00
1015	Tek Screw, 10X 1/2	each	100	.016	1.60
1016	Tek Screw, 10X 5/8	each	25	.017	.43
1017	Tek Screw, 10X 3/4	each	250	.02	5.00
1018	Tek Screw, 10X 1	each	50	.026	1.30
1019	Tek Screw, 10X 1-1/4	each	25	.027	.68
1020	Tek Screw, 10X 1-1/2	each	25	.032	.80
1021	Tek Screw, 10X 2	each	25	.038	.95
1022	Tek Screw, 12X 3/4	each	250	.029	7.25
1023	Tek Screw, 12X 1	each	250	.033	8.25
1024	Tek Screw, 12X 1-1/4	each	25	.034	.85
1025	Tek Screw, 12X 1-1/2	each	50	.04	2.00
1026	Tek Screw, 12X 2	each	25	.054	1.35
1027	Tek Screw, 12X 2-1/2	each	25	.059	1.48
1028	Tek Screw, 14X 3/4	each	250	.038	9.50
1029	Tek Screw, 14X 1	each	200	.047	9.40
1030	Tek Screw, 14X 1-1/4	each	25	.048	1.20
1031	Tek Screw, 14X 1-1/2	each	100	.065	6.50
1032	Tek Screw, 14X 2	each	25	.074	1.85
1033	Tek Screw, 14X 2-1/2	each	25	.058	1.45
1034	Tek Screw, 14X 3	each	25	.10	2.50
R: Metric Alloy Flat Washers 10.9 Plated					
10310	Metric Flat Washer,6MM	each	25	.08	2.00
10311	Metric Flat Washer,8MM	each	50	.15	7.50
10312	Metric Flat Washer,10MM	each	50	.24	12.00
10313	Metric Flat Washer,12MM	each	50	.35	17.50
10314	Metric Flat Washer,16MM	each	50	.47	23.50
10315	Metric Flat Washer,20MM	each	25	1.17	29.25
10316	Metric Flat Washer,24MM	each	25	2.57	64.25
S: Metric Alloy Lock Washers 10.9 Plated					
10320	Metric Lock Washer,6MM	each	25	.03	.75

Spec Number	Description	Unit	Est Qty	Price	Extended Price
S: (cont'd)					
10321	Metric Lock Washer,8MM	each	25	.03	.75
10322	Metric Lock Washer,10MM	each	50	.03	1.50
10323	Metric Lock Washer,12MM	each	50	.045	2.25
10324	Metric Lock Washer,16MM	each	25	.09	2.25
10325	Metric Lock Washer,20MM	each	25	.17	4.25
T: Metric Alloy Nuts 10.9 Course Plated					
10301	Metric Nut, 6MM	each	50	.03	1.50
10302	Metric Nut, 8MM	each	100	.045	4.50
10303	Metric Nut,10MM	each	25	.078	1.95
10304	Metric Nut,12MM	each	50	.12	6.00
10305	Metric Nut,16MM	each	25	.24	6.00
10306	Metric Nut,20MM	each	10	.43	4.30
10307	Metric Nut,24MM	each	25	.97	24.25
U: Metric Cap Screws 10.9 Course Plated					
10200	Cap Screw, 6 X 16	each	25	.033	.83
10201	Cap Screw, 6 X 20	each	25	.08	2.00
10202	Cap Screw, 6 X 25	each	25	.067	1.68
10203	Cap Screw, 6 X 30	each	25	.098	2.45
10204	Cap Screw, 6 X 35	each	25	.12	3.00
10205	Cap Screw, 6 X 40	each	25	.13	3.25
10206	Cap Screw, 6 X 45	each	25	.09	2.25
10207	Cap Screw, 6 X 50	each	25	.11	2.75
10208	Cap Screw, 6 X 60	each	25	.13	3.25
10210	Cap Screw, 8 X 16	each	25	.10	2.50
10211	Cap Screw, 8 X 20	each	25	.10	2.50
10212	Cap Screw, 8 X 25	each	25	.105	2.63
10213	Cap Screw, 8 X 30	each	25	.11	2.75
10214	Cap Screw, 8 X 35	each	25	.14	3.50
10215	Cap Screw, 8 X 40	each	25	.20	5.00
10216	Cap Screw, 8 X 45	each	25	.18	4.50
10217	Cap Screw, 8 X 50	each	25	.195	4.88
10218	Cap Screw, 8 X 60	each	25	.24	6.00
10219	Cap Screw, 8 X 70	each	25	.24	6.00
10220	Cap Screw, 10 X 16	each	25	.22	5.50
10221	Cap Screw, 10 X 20	each	25	.16	4.00
10222	Cap Screw, 10 X 25	each	25	.21	5.25
10223	Cap Screw, 10 X 30	each	25	.21	5.25
10224	Cap Screw, 10 X 35	each	25	.24	6.00
10225	Cap Screw, 10 X 40	each	25	.25	6.25

Spec Number	Description	Unit	Est Qty	Price	Extended Price
U: (cont'd)					
10226	Cap Screw, 10 X 45	each	25	.325	8.13
10227	Cap Screw, 10 X 50	each	25	.30	7.50
10228	Cap Screw, 10 X 55	each	25	.33	8.25
10229	Cap Screw, 10X 60	each	25	.36	9.00
10230	Cap Screw, 10 X 70	each	25	.39	9.75
10231	Cap Screw, 10 X 80	each	25	.49	12.25
10232	Cap Screw, 10 X 100	each	25	.58	14.50
10235	Cap Screw, 12 X 20	each	25	.26	6.50
10236	Cap Screw, 12 X 25	each	25	.27	6.75
10237	Cap Screw, 12 X 30	each	25	.32	8.00
10238	Cap Screw, 12 X 35	each	25	.33	8.25
10239	Cap Screw, 12 X 40	each	25	.36	9.00
10240	Cap Screw, 12 X 45	each	25	.40	10.00
10241	Cap Screw, 12 X 50	each	25	.53	13.25
10242	Cap Screw, 12 X 55	each	25	.48	12.00
10243	Cap Screw, 12 X 60	each	25	.51	12.75
10244	Cap Screw, 12 X 70	each	25	.57	14.25
10245	Cap Screw, 12 X 80	each	25	.69	17.25
10246	Cap Screw, 12 X 100	each	25	.85	21.25
10247	Cap Screw, 12 X 120	each	25	1.00	25.00
10250	Cap Screw, 16 X 30	each	25	.66	16.50
10252	Cap Screw, 16 X 40	each	25	.74	18.50
10254	Cap Screw, 16 X 50	each	25	.82	20.50
10256	Cap Screw, 16 X 60	each	25	1.15	28.75
10257	Cap Screw, 16 X 70	each	25	1.02	25.50
10258	Cap Screw, 16 X 80	each	25	1.16	29.00
10259	Cap Screw, 16 X 100	each	25	1.42	35.50
10260	Cap Screw, 16 X 120	each	25	1.70	42.50
10265	Cap Screw, 20 X 40	each	25	1.29	32.25
10267	Cap Screw, 20 X 50	each	25	2.56	64.00
10269	Cap Screw, 20 X 60	each	25	1.50	37.50
10270	Cap Screw, 20 X 70	each	25	2.76	69.00
10271	Cap Screw, 20 X 80	each	25	3.21	80.25
10272	Cap Screw, 20 X 100	each	25	1.95	48.75
10273	Cap Screw, 20 X 120	each	25	4.00	100.00
V: Carriage Bolts, ASTM A307, Grade A, Plated					
13200	Carriage Bolt, 1/4 X 2	each	10	.04	.40
13201	Carriage Bolt, 1/4 X ¾	each	10	.04	.40

Spec Number	Description	Unit	Est Qty	Price	Extended Price
V: (cont'd)					
13202	Carriage Bolt, 1/4 X 1	each	25	.04	1.00
13203	Carriage Bolt, 1/4 X 1-1/2	each	10	.06	.60
13204	Carriage Bolt, 1/4 X 2	each	100	.07	7.00
13205	Carriage Bolt, 1/4 X 2-1/2	each	10	.08	.80
13206	Carriage Bolt, 1/4 X 3	each	10	.10	1.00
13207	Carriage Bolt, 1/4 X 3-1/2	each	5	.11	.55
13208	Carriage Bolt, 1/4 X 4	each	10	.13	1.30
13209	Carriage Bolt, 1/4 X 4-1/2	each	5	.14	.70
13210	Carriage Bolt, 1/4 X 5	each	5	.15	.75
13212	Carriage Bolt, 1/4 X 6	each	10	.19	1.90
13220	Carriage Bolt, 5/16 X 2	each	10	.06	.60
13222	Carriage Bolt, 5/16 X 3/4	each	15	.06	.90
13223	Carriage Bolt, 5/16 X 1	each	10	.07	.70
13224	Carriage Bolt, 5/16X1-1/2	each	25	.09	2.25
13225	Carriage Bolt, 5/16 X 2	each	100	.11	1.10
13226	Carriage Bolt, 5/16X2-1/2	each	20	.13	2.60
13227	Carriage Bolt, 5/16 X 3	each	10	.16	1.60
13228	Carriage Bolt, 5/16X3-1/2	each	5	.19	.95
13229	Carriage Bolt, 5/16 X 4	each	5	.21	1.05
13230	Carriage Bolt, 5/16X4-1/2	each	5	.23	1.15
13231	Carriage Bolt, 5/16 X 5	each	5	.25	1.25
13233	Carriage Bolt, 5/16 X 6	each	5	.29	1.45
13242	Carriage Bolt, 3/8 X 3/4	each	10	.10	1.00
13243	Carriage Bolt, 3/8 X 1	each	10	.11	1.10
13244	Carriage Bolt, 3/8 X 1-1/2	each	20	.13	2.60
13245	Carriage Bolt, 3/8 X 2	each	15	.16	2.40
13246	Carriage Bolt, 3/8 X 2-1/2	each	5	.20	1.00
13247	Carriage Bolt, 3/8 X 3	each	5	.23	1.15
13248	Carriage Bolt, 3/8 X 3-1/2	each	100	.26	26.00
13249	Carriage Bolt, 3/8 X 4	each	5	.29	1.45
13250	Carriage Bolt, 3/8 X 4-1/2	each	5	.32	1.60
13251	Carriage Bolt, 3/8 X 5	each	10	.35	3.50
13253	Carriage Bolt, 3/8 X 6	each	100	.42	42.00
13262	Carriage Bolt, 7/16 X 3/4	each	5	.19	.95
13263	Carriage Bolt, 7/16 X 1	each	10	.19	1.90
13264	Carriage Bolt, 7/16X1-1/2	each	10	.23	2.30

Spec Number	Description	Unit	Est Qty	Price	Extended Price
V: (cont'd)					
13265	Carriage Bolt, 7/16 X 2	each	5	.27	1.35
13266	Carriage Bolt, 7/16X2-1/2	each	5	.32	1.60
13267	Carriage Bolt, 7/16 X 3	each	5	.36	1.80
13268	Carriage Bolt, 7/16X3-1/2	each	5	.43	2.15
13269	Carriage Bolt, 7/16 X 4	each	5	.46	2.30
13270	Carriage Bolt, 7/16X4-1/2	each	10	.53	5.30
13271	Carriage Bolt, 7/16 X 5	each	5	.57	2.85
13283	Carriage Bolt, 7/16 X 6	each	5	.66	3.30
13282	Carriage Bolt, 2 X 3/4	each	5	.22	1.10
13283	Carriage Bolt, 2 X 1	each	10	.22	2.20
13284	Carriage Bolt, 2 X 1-1/2	each	15	.27	4.05
13285	Carriage Bolt, 2 X 2	each	5	.32	1.60
13286	Carriage Bolt, 2 X 2-1/2	each	10	.37	3.70
13287	Carriage Bolt, 2 X 3	each	5	.42	2.10
13288	Carriage Bolt, 2 X 3-1/2	each	5	.48	2.40
13289	Carriage Bolt, 2 X 4	each	5	.53	2.65
13290	Carriage Bolt, 2 X 4-1/2	each	5	.59	2.95
13291	Carriage Bolt, 2 X 5	each	5	.64	3.20
13293	Carriage Bolt, 2 X 6	each	5	.76	3.80
				Total for Section I:$	7714.94
Section II: Terminals (Self-Extinguishing Nylon Insulated, Copper), Cable Ties, Made in the USA					
A: Ring Terminals					
2625	Ring Term, 22-18 4-6	each	200	.09	18.00
2627	Ring Term, 22-18 6-8	each	200	.09	18.00
2628	Ring Term, 22-18 8-10	each	500	.09	45.00
2629	Ring Term, 22-18 12-1/4	each	100	.12	12.00
2630	Ring Term, 22-18 1/4-5/16	each	50	.12	6.00
2631	Ring Term, 22-18 5/16-3/8	each	100	.12	12.00
2643	Ring Term, 16-14 4-6	each	100	.09	9.00
2645	Ring Term, 16-14STUD #6	each	50	.09	4.50
2646	Ring Term, 16-14 8-10	each	300	.09	27.00
2647	Ring Term, 16-14 12/1/4	each	100	.12	12.00
2648	Ring Term, 16-14 1/4-5/16	each	100	.12	12.00
2649	Ring Term, 16-14 5/16-3/8	each	50	.12	6.00

Spec Number	Description	Unit	Est Qty	Price	Extended Price
A: (cont'd)					
2661	Ring Term, 12-10 4-6	each	50	.14	7.00
2663	Ring Term, 12-10 6-8	each	50	.14	7.00
2665	Ring Term, 12-10 8-10	each	250	.14	35.00
2666	Ring Term, 12-10 12-1/4	each	50	.15	7.50
2667	Ring Term, 12-10 1/4-5/16	each	25	.16	4.00
2668	Ring Term, 12-10 1/4-5/16 LG	each	25	.16	4.00
2669	Ring Term, 12-10 5/16-3/8	each	25	.16	4.00
2670	Ring Term, 12-10 3/8-7/16	each	25	.14	3.50
2671	Ring Term, 12-10 7/16-1/2	each	25	.14	3.50
B: Block Spade Terminals					
2634	Block Spade Term, 22-18	each	50	.09	4.50
2652	Block Spade Term, 16-14	each	200	.10	20.00
2673	Block Spade Term, 12-10	each	50	.14	7.00
C: Quick Slide Terminals .250 Tab Fully Insulated					
2591	Male Quick Slide, 22-18	each	50	.10	5.00
2593	Male Quick Slide, 16-14	each	200	.10	20.00
2595	Male Quick Slide, 12-10	each	25	.14	3.50
2590	Female Quick Slide, 22-18	each	50	.10	5.00
2592	Female Quick Slide, 16-14	each	300	.10	30.00
2594	Female Quick Slide, 12-10	each	50	.10	5.00
D: Butt Connectors					
2640	Butt Connectors, 22-18	each	200	.10	20.00
2658	Butt Connectors, 16-14	each	900	.12	108.00
2679	Butt Connectors, 12-10	each	100	.26	26.00
2814	Butt Connectors, #6	each	20	1.40	28.00
E: Wire Primary Plastic 100 Ft Rolls 1 Conductor					
2951	18 GA Red	each	1	12.31	12.31
2952	18 GA Green	each	1	12.31	12.31
2953	18 GA Yellow	each	1	12.31	12.31
2954	18 GA Brown	each	1	12.31	12.31
2955	18 GA Orange	each	1	12.31	12.31
2956	18 GA Blue	each	1	12.31	12.31
2957	18 GA White	each	1	12.31	12.31
2958	18 GA Black	each	1	12.31	12.31
2961	16 GA Red	each	1	15.64	15.64
2962	16 GA Green	each	1	15.64	15.64
2963	16 GA Yellow	each	1	15.64	15.64

Spec Number	Description	Unit	Est Qty	Price	Extended Price
E: (cont'd)					
2964	16 GA Brown	each	1	15.64	15.64
2965	16 GA Orange	each	1	15.64	15.64
2966	16 GA Blue	each	1	15.64	15.64
2967	16 GA White	each	1	15.64	15.64
2968	16 GA Black	each	1	15.64	15.64
2971	14 GA Red	each	3	21.37	64.11
2972	14 GA Green	each	1	21.37	21.37
2973	14 GA Yellow	each	1	21.37	21.37
2974	14 GA Brown	each	1	21.37	21.37
2975	14 GA Orange	each	1	21.37	21.37
2976	14 GA Blue	each	2	21.37	42.74
2977	14 GA White	each	3	21.37	64.11
2978	14 GA Black	each	4	21.37	85.48
2981	12 GA Red	each	4	32.44	129.76
2982	12 GA Green	each	1	32.44	32.44
2983	12 GA Yellow	each	1	32.44	32.44
2984	12 GA Brown	each	1	32.44	32.44
2985	12 GA Orange	each	1	32.44	32.44
2986	12 GA Blue	each	1	32.44	32.44
2987	12 GA White	each	1	32.44	32.44
2988	12 GA Black	each	1	32.44	32.44
2991	10 GA Red	each	1	49.61	49.61
2992	10 GA Green	each	1	49.61	49.61
2993	10 GA Yellow	each	1	49.61	49.61
2994	10 GA Brown	each	1	49.61	49.61
2995	10 GA Orange	each	1	49.61	49.61
2996	10 GA Blue	each	1	49.61	49.61
2997	10 GA White	each	1	49.61	49.61
2998	10 GA Black	each	1	49.61	49.61
F: Cable Ties Nylon Black					
2391	Cable Ties 4" 18 LB	each	400	.008	3.20
2393	Cable Ties 8" 18 LB	each	500	.009	4.50
2394	Cable Ties 7" 50 LB	each	500	.02	10.00
2395	Cable Ties 9" 50 LB	each	500	.04	20.00
2396	Cable Ties 11" 50 LB	each	800	.04	32.00
2397	Cable Ties 14" 50 LB	each	400	.06	24.00

Spec Number	Description	Unit	Est Qty	Price	Extended Price
F: (cont'd)					
2398	Cable Ties 14" 120 LB	each	200	.07	14.00
				Total for Section II:$	1965.94
				Grand Total for I and II:$	9,680.88

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd 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 SUNBELT FASTENERS (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Fasteners** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of March 2009.

Fort Bend County, Texas

By: _____
County Judge

By: Suzi Dowell
Signature of Contractor

By: SUZI DOWELL SALES
Printed Name and Title

Bid 09-052 item 24E 9

3-3-09
5A, B

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:

2/4/09 Fifth Street
2/4/09 Woodbridge
✓ 2/11/09 Sienna Bees Creek
✓ 2/11/09 Sienna Waters Lake
2/11/09, 2/18/09 & 2/25/09 Kingbell Replat

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 27th day of February 2009, to certify which witness my hand and seal of office.

DELYNN KAY DAVIS
MY COMMISSION EXPIRES
June 17, 2012

Delynn Kay Davis
Notary Public, State of Texas

WORLD

Thousands flee the fighting in Sri Lanka

The International Committee of the Red Cross (ICRC) is evacuating 240 sick and wounded civilians who had been trapped by fighting in north-east Sri Lanka.

An ICRC spokeswoman told the BBC the evacuees were being taken by ferry to the city of Trincomalee for treatment.

The ICRC said the group had been stranded at a makeshift hospital in Mullaitivu district for nearly a week.

It says that at least 16 patients were killed on Monday in shelling of a centre treating wounded civilians.

The shelling took place in the the town of Putumattalan, the ICRC said.

"We are shocked that patients are not afforded the protection they are entitled to," ICRC head Paul Castella said. He did not say who was behind the shelling.

For much of the last week there have been reports of civilians being killed as intense fighting continues between troops and Tamil Tiger rebels.

The Red Cross says the recent fighting has claimed hundreds of civilian lives and trapped tens of thousands of people.

On Monday, the military said 29 people died when a female Tamil Tiger rebel blew herself up in the north-east.

Independent journalists cannot travel to the war zone so information cannot be verified.

The government has meanwhile spoken out about its disputes with both the BBC and the UN.

The BBC World Service announced on Monday that it is to stop providing radio news to Sri Lanka's state broadcaster because of what it calls "deliberate interference".

Hudson Samarasinghe, chairman of the state-owned Sri Lanka Broadcasting Corporation (SLBC), told the Reuters news agency that he had received no formal notice of the suspension, which the BBC said would remain until its programmes were aired without interference.

Samarasinghe said that SLBC had the right "to do as it wished" after paying for programming from outside sources.

"This is the voice of the nation," Mr Samarasinghe told Reuters. "I don't have the freedom to air the voice of (Tamil Tiger leader) Prabhakaran, who wants to divide the country."

The UN said on Tuesday that it was outraged by the "unnecessary" deaths of hundreds of people inside rebel territory and urged both sides to avoid fighting in civilian areas.

But Rajiva Wijesinhe, a secretary in the human rights ministry, said that the UN "risked confusing issues" relating to the government's conduct of the war by raising human rights issues which she said the government was already working to fix.

Sarasi Wijeratne, an ICRC spokeswoman in Colombo, said a ferry chartered by the ICRC had arrived from Jaffna on Tuesday morning to pick up the patients from the coastal village of Puthumattalan. The vessel is now reported to be sailing towards Trincomalee.

"The sick and wounded are being put on the ferry," she told the BBC Sinhala service.

The suicide attack on Monday left 29 dead, the military says

She said both sides in the conflict had agreed to allow patients to be moved for treatment.

Earlier, Sri Lankan military spokesman Brig Udaya Nanayakkara said that civilians heading into government-controlled areas told soldiers that rebels had fired on a group of 1,000 people who were trying to flee the fighting.

"The civilians came to an army position carrying the 17 dead and 69 others who had gunshot injuries," Brig Nanayakkara said.

The government says thousands are trying to cross to safety each day and accuses the rebels of using civilians as human shields.

The pro-rebel TamilNet web site also says thousands are fleeing but that they are seeking shelter in Tiger-controlled areas because of army shellfire into the government-declared "safety zone".

It said at least 36 civilians were killed and 76 wounded because of military mortar and artillery fire.

The ICRC has expressed serious concern for more than 200,000 trapped civilians. The government says the number is about half that.

Both the UN and US condemned Monday's killings in the Vishwamadu area of Mullaitivu district.

About 50,000 soldiers are pressing the Tamil Tigers into an area of north-eastern jungle after taking the key areas of Kilinochchi, Elephant Pass and Mullaitivu.

The government has rejected international calls for a ceasefire, demanding the rebels lay down their arms.

The Tigers have said they will not do so until they have a "guarantee of living with freedom and dignity and sovereignty". The rebels started fighting in the 1970s for a separate state for Tamils.

—BBC News

LEGAL NOTICES

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 17, 2009 for Kingbell Shopping Center Replat No. 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Joseph Guillory with Terra Surveying Company Inc. at 713-993-0327 for information prior to the hearing.

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 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, 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 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Bees Creek, Section 1, Pct. 2.

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

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 19, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1.CARPET - BID 09-043;
2.MAINTENANCE OF ELEVATORS AT JAIL – BID 09-044
3.TONER AND INK CARTRIDGES - BID 09-045;
4.CULVERTS – BID 09-046;
5.BRIDGE MATERIALS – BID 09-047;
6.EARTHEN ROAD MATERIALS – BID 09-048;
7.CHEMICAL ROAD MATERIALS – BID 09-049;
8.AMBULANCE MODULES – BID 09-051;
9.FASTENERS AND MISCELLANEOUS SHOP SUPPLIES BID 09-052.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services, RFP# 2009-0029, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 25th day of February, 2009. Bid document can be found on the District's website.

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for bilingual/ESL supplies, RFP# 2009-0031, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 27th day of February, 2009. Bid document can be found on the District's website.

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 13th day of January, 2009 by the 434th Judicial District Court of Fort Bend County, Texas in Cause No. **07-DCV-154253** in favor of the Plaintiff **CANYON GATE AT CINCO RANCH HOMEOWNERS ASSOCIATION, INC.** for the sum of **$3,875.70 ++++ costs** as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 4th day of February, 2009 and will offer for sale on the **3rd day of March, 2009** at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours often o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , **COLLETTE M QUEENER AND CHRISTOPHER C. JOHNSON** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION
LOT SIXTEEN (16), IN BLOCK THREE (3), OF CANYON GATE CINCO RANCH, SECTION FIVE (5), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1830I B AND 1831/A, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 20334 MEMORIAL PASS DRIVE, KATY, TEXAS 77450.;;;;;

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

MARKET VALUE: 184,730.00. SALE TO BE HELD 03/03/09

Terms: Cash, Cashiers Check or Money Order; Additional: Sale to be held at our about 10:00 AM @ The Fort Bend County Courthouse Steps Located at 301 Jackson St, Richmond TX

ROB COOK, CONSTABLE 3
Fort Bend County Precinct
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 26, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-041 – CONSTRUCTION OF MISSOURI CITY ANNEX.

A pre bid conference will be conducted on **Thursday, February 12, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County,
Richmond, Texas

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 3rd day of December, 2008 by the 240th Judicial District Court of Fort Bend County, Texas in Cause No. 04-DCV-135900 in favor of the Plaintiff - Meadowcreek Association Inc. for the sum of $198.00 ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 14th day of December, 2008 and will offer for sale on the 3rd day of March, 2009 at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , Glenda Guillory had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION
LOT 6, BLOCK 2, OF MEADOWCREEK, SECTION ONE, A SUBDIVISION OF FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT VOLUME 12, PAGE 12 IN THE MAP OR PLAT RECORDS OF FORT BEND COUNTY, TEXAS

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

++++ May have additional cost added to the final total, i.e. court cost, miscellaneous fees etc..
SALE TO BE HELD
3rd day of March, 2009
Between the hours of 10:00 AM and 4:00 PM
Fort Bend County Court House Steps

Terms: Cash, Cashier's Check or Money Order
Additional Terms: Sale to be held at or about 10:00 AM

ROB COOK, CONSTABLE
Fort Bend County Precinct 3
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

WORLD

Thousands flee the fighting in Sri Lanka

The International Committee of the Red Cross (ICRC) is evacuating 240 sick and wounded civilians who had been trapped by fighting in north-east Sri Lanka.

An ICRC spokeswoman told the BBC the evacuees were being taken by ferry to the city of Trincomalee for treatment.

The ICRC said the group had been stranded at a makeshift hospital in Mullaitivu district for nearly a week.

It says that at least 16 patients were killed on Monday in shelling of a centre treating wounded civilians.

The shelling took place in the the town of Putumattalan, the ICRC said.

"We are shocked that patients are not afforded the protection they are entitled to," ICRC head Paul Castella said. He did not say who was behind the shelling.

For much of the last week there have been reports of civilians being killed as intense fighting continues between troops and Tamil Tiger rebels.

The Red Cross says the recent fighting has claimed hundreds of civilian lives and trapped tens of thousands of people.

On Monday, the military said 29 people died when a female Tamil Tiger rebel blew herself up in the north-east.

Independent journalists cannot travel to the war zone so information cannot be verified.

The government has meanwhile spoken out about its disputes with both the BBC and the UN.

The BBC World Service announced on Monday that it is to stop providing radio news to Sri Lanka's state broadcaster because of what it calls "deliberate interference".

Hudson Samarasinghe, chairman of the state-owned Sri Lanka Broadcasting Corporation (SLBC), told the Reuters news agency that he had received no formal notice of the suspension, which the BBC said would remain until its programmes were aired without interference.

Samarasinghe said that SLBC had the right "to do as it wished" after paying for programming from outside sources.

"This is the voice of the nation," Mr Samarasinghe told Reuters. "I don't have the freedom to air the voice of (Tamil Tiger leader) Prabhakaran, who wants to divide the country."

The UN said on Tuesday that it was outraged by the "unnecessary" deaths of hundreds of people inside rebel territory and urged both sides to avoid fighting in civilian areas.

But Rajiva Wijesinhe, a secretary in the human rights ministry, said that the UN "risked confusing issues" relating to the government's conduct of the war by raising human rights issues which she said the government was already working to fix.

Sarasi Wijeratne, an ICRC spokeswoman in Colombo, said a ferry chartered by the ICRC had arrived from Jaffna on Tuesday morning to pick up the patients from the coastal village of Putumattalan. The vessel is now reported to be sailing towards Trincomalee.

"The sick and wounded are being put on the ferry," she told the BBC Sinhala service.

The suicide attack on Monday left 29 dead, the military says

She said both sides in the conflict had agreed to allow patients to be moved for treatment.

Earlier, Sri Lankan military spokesman Brig Udaya Nanayakkara said that civilians heading into government-controlled areas told soldiers that rebels had fired on a group of 1,000 people who were trying to flee the fighting.

"The civilians came to an army position carrying the 17 dead and 69 others who had gunshot injuries," Brig Nanayakkara said.

The government says thousands are trying to cross to safety each day and accuses the rebels of using civilians as human shields.

The pro-rebel TamilNet web site also says thousands are fleeing but that they are seeking shelter in Tiger-controlled areas because of army shellfire into the government-declared "safety zone".

It said at least 36 civilians were killed and 76 wounded because of military mortar and artillery fire.

The ICRC has expressed serious concern for more than 200,000 trapped civilians. The government says the number is about half that.

Both the UN and US condemned Monday's killings in the Vishwamadu area of Mullaitivu district.

About 50,000 soldiers are pressing the Tamil Tigers into an area of north-eastern jungle after taking the key areas of Kilinochchi, Elephant Pass and Mullaitivu.

The government has rejected international calls for a ceasefire, demanding the rebels lay down their arms.

The Tigers have said they will not do so until they have a "guarantee of living with freedom and dignity and sovereignty". The rebels started fighting in the 1970s for a separate state for Tamils.

—BBC News

LEGAL NOTICES

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 17, 2009 for Kingbell Shopping Center Replat No. 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Joseph Guillory with Terra Surveying Company Inc. at 713-993-0327 for information prior to the hearing.

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 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, 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 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Bees Creek, Section 1, Pct. 2.
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

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 19, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1.CARPET - BID 09-043;
2.MAINTENANCE OF ELEVATORS AT JAIL – BID 09-044
3.TONER AND INK CARTRIDGES - BID 09-045;
4.CULVERTS – BID 09-046;
5.BRIDGE MATERIALS – BID 09-047;
6.EARTHEN ROAD MATERIALS – BID 09-048;
7.CHEMICAL ROAD MATERIALS – BID 09-049;
8.AMBULANCE MODULES – BID 09-051;
9.FASTENERS AND MISCELLANEOUS SHOP SUPPLIES BID 09-052.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services, RFP# 2009-0029, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 25th day of February, 2009. Bid document can be found on the District's website.

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for bilingual/ESL supplies, RFP# 2009-0031, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 27th day of February, 2009. Bid document can be found on the District's website.

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 13th day of January, 2009 by the 434th Judicial District Court of Fort Bend County, Texas in Cause No. **07-DCV-154253** in favor of the Plaintiff **CANYON GATE AT CINCO RANCH HOMEOWNERS ASSOCIATION, INC.** for the sum of **$3,875.70** ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 4th day of February, 2009 and will offer for sale on the **3rd day of March, 2009** at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours often o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , **COLLETTE M QUEENER AND CHRISTOPHER C. JOHNSON** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION
LOT SIXTEEN (16), IN BLOCK THREE (3), OF CANYON GATE CINCO RANCH, SECTION FIVE (5), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1830 1B AND 1831/A, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 20334 MEMORIAL PASS DRIVE, KATY, TEXAS 77450.;;;;;
Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.
ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.
MARKET VALUE: 184,730.00. SALE TO BE HELD 03/03/09
Terms: Cash, Cashiers Check or Money Order; Additional: Sale to be held at or about 10:00 AM @ The Fort Bend County Courthouse Steps Located at 301 Jackson St, Richmond TX

ROB COOK, CONSTABLE 3
Fort Bend County Precinct
12550 Emlly Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 26, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-041 – CONSTRUCTION OF MISSOURI CITY ANNEX.

A pre bid conference will be conducted on **Thursday, February 12, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County,
Richmond, Texas

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 3rd day of December, 2008 by the 240th Judicial District Court of Fort Bend County, Texas in Cause No. 04-DCV-135900 in favor of the Plaintiff - Meadowcreek Association Inc. for the sum of $198.00 ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 14th day of December, 2008 and will offer for sale on the 3rd day of March, 2009 at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , Glenda Guillory had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION
LOT 6, BLOCK 2, OF MEADOWCREEK, SECTION ONE, A SUBDIVISION OF FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT VOLUME 12, PAGE 12 IN THE MAP OR PLAT RECORDS OF FORT BEND COUNTY, TEXAS
Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.
ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.
++++ May have additional cost added to the final total, i.e. court cost, miscellaneous fees etc..
SALE TO BE HELD
3rd day of March, 2009
Between the hours of 10:00 AM and 4:00 PM
Fort Bend County Court House Steps
Terms: Cash, Cashier's Check or Money Order
Additional Terms: Sale to be held at or about 10:00 AM

ROB COOK, CONSTABLE
Fort Bend County Precinct 3
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

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

On this the 3rd 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-wit,

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 Attorney Accounting Unit: 10047510 0

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Travel Expense	60300	65,000

TOTAL TRANSFERRED TO: 65,000

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	10047100 - 60500	65,000

TOTAL TRANSFERRED FROM: $ 65,000

EXPLANATION: Funds expected to be encumbered in CM H98.0653 Remington Holdings L.P. v. FBC et al

Department Head: Roy Cordes Jr. Date: 3-12-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005