

May 13, 2008

IMAGED 255 PAGES  
ON 5-23-08  
DATE

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, MAY 13, 2008  
1:00 O'CLOCK P.M.**

**AGENDA**

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Patterson.
3. Approve minutes of regular meeting held on May 6, 2008.
4. Announcements and Public Comments.

**CONSENT AGENDA ITEMS 5 - 15:**

5. **OUT-OF-STATE TRAVEL:** Approve out-of-state travel request for County personnel:  
**Sheriff's Office:** Ratify travel by Dominic Sodolak to El Dorado, Kansas, May 6-7, 2008, to return prisoner. (Fund: Sheriff, Enforcement, Travel)
6. **COMMISSIONER, PCT. 1:** Approve Project Agreement between Fort Bend County and City of Beasley to provide assistance with the installation of a culvert at North Seventh and Avenue E, County expense not to exceed \$1,664.70. (Fund: Road and Bridge, Multi)
7. **COMMISSIONER, PCT. 3:** Approve Project Agreement between Fort Bend County and Fort Bend Independent School District to provide assistance with grading and asphalt overlay on parking lot at Townewest Elementary School, County expenditure not to exceed \$13,770. (Fund: Road and Bridge, Multi)
8. **COMMUNITY DEVELOPMENT:** Approve payment of Invoice No. 13 in the amount of \$775.00 to Claunch & Miller, Inc. for engineering services regarding the City of Kendleton Wastewater System Project. (Fund: Community Development)
9. **COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD):** Approve transfer in the amount of \$5,000 as detailed on Director's form dated May 6, 2008, to amend the budget pursuant to Local Government Code § 111.0706 and allocate funds received for the Community Service Restitution (CSR) Program.

May 13, 2008

10. **COUNTY ATTORNEY: Ratify renewal of Non-Financial Cooperative Agreement between Fort Bend County and The WorkSource for volunteers to work for the County.**
  
11. **ENGINEERING:**
  - A. **Approve payment of Invoice No. 408135 (Payment No. 2) in the amount of \$10,830.00 to Klotz Associates for professional services regarding the Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bond Project)**
  - B. **Approve payment of Invoice No. 2834 in the amount of \$15,746.25 to Property Acquisition Services, Inc. (PAS) for right of way acquisition services in Precincts 1, 2, 3, and 4. (Fund: Right of Way)**
  - C. **Approve payment of Invoice No. 141081 (Pay Estimate No. 9) in the amount of \$20,495.86 to Jones & Carter, Inc. for the Fifth Street Paving and Drainage Project, from FM 1092 to FM 2234, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bond Project)**
  - D. **Approve payment of Invoice No. 08-03-027 (Pay Estimate No. 1) in the amount of \$44,820.00 to Kelly R. Kaluza & Associates, Inc. for professional and surveying services regarding the West Bellfort paving project (from Martinez Street to Farm Market 1464), Precincts 3 and 4. (Fund: Mobility Bond Project)**
  - E. **Approve release of Performance Bond #702884484 in the amount of \$5,000.00 to Osborn & Vane Architects, Inc. for completion of work on Harlem, Permit #83328, Precinct 3.**
  - F. **Approve plat for the roads within Old Orchard, Section 4, Pct. 4.**
  - G. **Approve plat for the lots within Old Orchard, Section 4, Pct. 4.**
  - H. **Approve plat for the roads within Old Orchard, Section 5, Pct. 4.**
  - I. **Approve plat for the lots within Old Orchard, Section 5, Pct. 4.**
  - J. **Approve plat for the roads within Old Orchard, Section 6, Pct. 4.**
  - K. **Approve plat for the lots within Old Orchard, Section 6, Pct. 4.**
  - L. **Approve the plat for Waterside Marketplace, Pct. 3.**
  
12. **FACILITIES MANAGEMENT & PLANNING:**
  - A. **Approve Pay Application No. 8 in the amount of \$3,307,733.73 to Turner Construction for services rendered on the Jail Expansion Project. (Fund: Facility Bond Project)**
  - B. **Approve payment of Invoice No. 1449 in the amount of \$1,875.00 and Invoice No. 1451 in the amount of \$875.00 to Texas Land Services for services provided regarding the Tax Assessor/Collector facility. (Fund: Facility Bond Project)**
  - C. **Approve payment of Invoice No. 17 in the amount of \$1,283.44 to Bailey Architects for professional services regarding the Needville Service Center. (Fund: Facility Bond Project)**
  - D. **Approve payment of Invoice No. 88665 in the amount of \$35,538.75 and Invoice No. 88675 in the amount of \$35,447.63 to Rosser International for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)**

**FACILITIES MANAGEMENT & PLANNING: (Continued)**

- E. Approve payment of Invoice No. 43325 in the amount of \$13,175.75 and Invoice No. 43240 in the amount of \$1,135.00 to Paradigm Consultants for professional services and reimbursable expenses regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
  - F. Approve payment of Invoice No. 43239 in the amount of \$14,284.00 and Invoice No. 43326 in the amount of \$872.50 to Paradigm Consultants for professional services and reimbursable expenses regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
  - G. Approve payment of Invoice No. 08-003-2 in the amount of \$77,184.27 to Bass Construction for design services regarding the Tax Office. (Fund: Facility Bond Project)**
- 13. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed this item at their regular meeting on March 19, 2008, and makes the following recommendation to Commissioners Court: Approve Engineering Services Agreement with Carter & Burgess, Inc. in the amount of \$52,348 for the design of intersection improvements at State Highway 6 and the Fort Bend Parkway, Project A.**
- 14. SHERIFF'S OFFICE:**
- A. Approve Amendment No. 1 to modify Article 8 of the Agreement between Fort Bend County and Houston-Galveston Area Council to provide law enforcement training.**
  - B. Approve transfer in the amount of \$166 from Narcotics Task Force, State, Property and Equipment into Capital Acquisitions to allocate additional funds needed to purchase replacement vehicle.**
- 15. TAX ASSESSOR/COLLECTOR: Record into Minutes the 2007 Destruction List regarding Auto Documentation in accordance with the State Archive Retention Schedule for years 1992-2005 for the Office of Patsy Schultz, Tax Assessor/Collector.**
- 
- 16. COUNTY JUDGE: Approve transfer in the amount of \$650,000 from Commissioners Project, Annual Budget Sweep, into Non-Departmental Fees, to allocate funds for shortfall in Tax Increment Reinvestment Zone (TIRZ) payments for tax year 2007.**
- 17. COMMISSIONER PCT. 1: Take all appropriate action to appoint Gloriela Pomare and Pastor Darrell Jackson to the Fresno/Arcola Advisory Committee to fill vacancies created by the resignation of Roy Jackson and Pastor Charles Perry for terms that will expire on September 30, 2008.**

May 13, 2008

18. DISTRICT CLERK: Take all appropriate action on request to transfer the amount of \$7,128 from Non-Departmental Contingency into District Clerk, Operating, Supplies, to allocate funds required for purchase orders issued in 2007, with goods not received until 2008.
19. ENGINEERING: Take all appropriate action on Professional Engineering Services Agreement Contract between Fort Bend County and Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Blvd. to Boss Gaston Road) in an amount not to exceed \$185,200; Precinct 4. (Fund: Mobility Bond Project)
20. FACILITIES MANAGEMENT & PLANNING:
  - A. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of \$9,410.00 to Ratnala & Bahl, Inc. for consultant services provided without a purchase order regarding the Jail Expansion Project. (Fund: Facility Bond Project)
  - B. Take all appropriate action on Second Amendment to Agreement between Fort Bend County and Paradigm Consultants, Inc. for additional engineering services regarding the Precinct One facility for an amount not to exceed \$14,582. (Fund: Facility Bond Project)
21. PUBLIC TRANSPORTATION: Take all appropriate action to approve and authorize County Judge to sign the Fiscal Year 2009 Grant Application Part I and the Transit Director to submit application to the State of Texas for Rural Transportation Funds to be received from the Texas Department of Transportation FY09.
22. PURCHASING: Take all appropriate action to authorize the purchase of telephone equipment and maintenance from DataVox Business Communications for the telephone system located at Beechnut in an amount not to exceed \$33,000, utilizing the Department of Information Resources (DIR) Contract DIR-SSD-272. (Fund: Facilities, CSCD Renovation Beechnut)
23. Approve Bills.
24. ENGINEERING: Workshop to receive presentations and take all appropriate action regarding the following projects:
  - A. Cobb, Fendley & Associates, Inc. to present recommendations for Greenbusch Road, Mobility Bond Project No. 732, Precinct 3.
  - B. Chiang, Patel & Yerby, Inc. to present recommendations for Katy-Flewellen Road, Mobility Bond Project No. 734, Precinct 3.
  - C. Jacobs Engineering Group, Inc. to present recommendations for Katy-Gaston Road, Mobility Bond Project No. 733, Precinct 3.

May 13, 2008

FILED FOR RECORD  
NO. \_\_\_\_\_ TIME 1:18 <sup>A.M.</sup> P.M.

MAY 09 2008

*Heather Wilson*

County Clerk Fort Bend Co. Tex.

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

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

Land Matters, Precinct 2; Fifth Street Project.

B. § 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Executive Manager Annual Evaluation: Director of Information Technology.

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

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

Land Matters, Precinct 2; Fifth Street Project.

B. § 551.074. Personnel Matters.

Executive Manager Annual Evaluation: Director of Information Technology.

27. 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, May 9, 2008, by Donna Ospira. An electronic version of this notice is also posted on the Fort Bend County website: [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us) under Commissioners Court.

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).

May 13, 2008

FILED FOR RECORD

NO. TIME 2:58 A.M. P.M.

MAY 09 2008

*Sharon Nelson*  
County Clerk Fort Bend Co. Tex.

## SUPPLEMENT TO AGENDA

FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, MAY 13, 2008  
1:00 O'CLOCK P.M.

### AGENDA

The following item should be added to the Commissioners Court Agenda posted for meeting May 13, 2008, pursuant to Texas Government Code §555.045:

1. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:  
§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.  
Potential Litigation: Fifth Street Paving and Drainage Project, Precinct 2.
2. Reconvene Open Session and consider taking action on the following matters:  
§ 551.071. Consultation With Attorney.  
Potential Litigation: Fifth Street Paving and Drainage Project, Precinct 2.

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

This supplement is posted for the May 13, 2008 Agenda for the purpose of adding an additional subject to the agenda for such meeting which has previously been called, and for which notice thereof has been previously posted in accordance with the Open Meetings Act.

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, May 9, 2008 by Conna Ospira. An electronic version of this notice is also posted on the Fort Bend County website: [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us) under Commissioners Court.

#### NOTICE

##### Policy of Non-Discrimination on the Basis of Disability

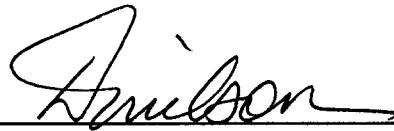
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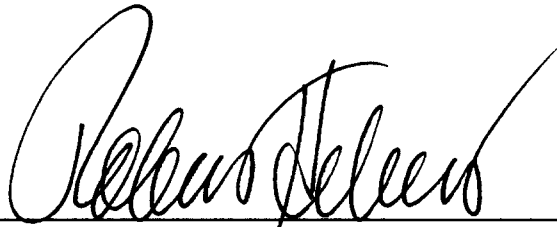
APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 13th day of May, 2008.



\_\_\_\_\_  
DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 20th day of May, 2008.



\_\_\_\_\_  
ROBERT E. HEBERT, COUNTY JUDGE

May 13, 2008

Approved

**MINUTES**

BE IT REMEMBERED, That on this 13th DAY of MAY, 2008, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

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

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

**1. Call to Order.**

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

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

Invocation and Pledge of Allegiance by Commissioner Patterson.

**3. Approve minutes of regular meeting held on May 6, 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on May 6, 2008.

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

**4. Announcements and Public Comments.**

Judge Hebert presented a Proclamation that May 2008 is Older American Month.

Marc MacConnell was present as a resource for agenda item #11A.

**CONSENT AGENDA ITEMS 5 - 15:**

5. **OUT-OF-STATE TRAVEL:** Approve out-of-state travel request for County personnel: **Sheriff's Office:** Ratify travel by Dominic Sodolak to El Dorado, Kansas, May 6-7, 2008, to return prisoner. (Fund: Sheriff, Enforcement, Travel)
6. **COMMISSIONER, PCT. 1:** Approve Project Agreement between Fort Bend County and City of Beasley to provide assistance with the installation of a culvert at North Seventh and Avenue E, County expense not to exceed \$1,664.70. (Fund: Road and Bridge, Multi)
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8. **COMMUNITY DEVELOPMENT:** Approve payment of Invoice No. 13 in the amount of \$775.00 to Claunch & Miller, Inc. for engineering services regarding the City of Kendleton Wastewater System Project. (Fund: Community Development)
9. **COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD):** Approve transfer in the amount of \$5,000 as detailed on Director's form dated May 6, 2008, to amend the budget pursuant to Local Government Code § 111.0706 and allocate funds received for the Community Service Restitution (CSR) Program.
10. **COUNTY ATTORNEY:** Ratify renewal of Non-Financial Cooperative Agreement between Fort Bend County and The WorkSource for volunteers to work for the County.
11. **ENGINEERING:**
  - A. Approve payment of Invoice No. 408135 (Payment No. 2) in the amount of \$10,830.00 to Klotz Associates for professional services regarding the Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bond Project)
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  - D. Approve payment of Invoice No. 08-03-027 (Pay Estimate No. 1) in the amount of \$44,820.00 to Kelly R. Kaluza & Associates, Inc. for professional and surveying services regarding the West Bellfort paving project (from Martinez Street to Farm Market 1464), Precincts 3 and 4. (Fund: Mobility Bond Project)
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  - F. Approve plat for the roads within Old Orchard, Section 4, Pct. 4.
  - G. Approve plat for the lots within Old Orchard, Section 4, Pct. 4.
  - H. Approve plat for the roads within Old Orchard, Section 5, Pct. 4.
  - I. Approve plat for the lots within Old Orchard, Section 5, Pct. 4.
  - J. Approve plat for the roads within Old Orchard, Section 6, Pct. 4.
  - K. Approve plat for the lots within Old Orchard, Section 6, Pct. 4.
  - L. Approve the plat for Waterside Marketplace, Pct. 3.

**12. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve Pay Application No. 8 in the amount of \$3,307,733.73 to Turner Construction for services rendered on the Jail Expansion Project. (Fund: Facility Bond Project)**
- B. Approve payment of Invoice No. 1449 in the amount of \$1,875.00 and Invoice No. 1451 in the amount of \$875.00 to Texas Land Services for services provided regarding the Tax Assessor/Collector facility. (Fund: Facility Bond Project)**
- C. Approve payment of Invoice No. 17 in the amount of \$1,283.44 to Bailey Architects for professional services regarding the Needville Service Center. (Fund: Facility Bond Project)**
- D. Approve payment of Invoice No. 88665 in the amount of \$35,538.75 and Invoice No. 88675 in the amount of \$35,447.63 to Rosser International for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- E. Approve payment of Invoice No. 43325 in the amount of \$13,175.75 and Invoice No. 43240 in the amount of \$1,135.00 to Paradigm Consultants for professional services and reimbursable expenses regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- F. Approve payment of Invoice No. 43239 in the amount of \$14,284.00 and Invoice No. 43326 in the amount of \$872.50 to Paradigm Consultants for professional services and reimbursable expenses regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- G. Approve payment of Invoice No. 08-003-2 in the amount of \$77,184.27 to Bass Construction for design services regarding the Tax Office. (Fund: Facility Bond Project)**

**13. FORT BEND COUNTY TOLL ROAD AUTHORITY:** The Board of Directors of the Fort Bend County Toll Road Authority reviewed this item at their regular meeting on March 19, 2008, and makes the following recommendation to Commissioners Court: Approve Engineering Services Agreement with Carter & Burgess, Inc. in the amount of \$52,348 for the design of intersection improvements at State Hwy 6 and the Fort Bend Parkway, Project A.

**14. SHERIFF'S OFFICE:**

- A. Approve Amendment No. 1 to modify Article 8 of the Agreement between Fort Bend County and Houston-Galveston Area Council to provide law enforcement training.**
- B. Approve transfer in the amount of \$166 from Narcotics Task Force, State, Property and Equipment into Capital Acquisitions to allocate additional funds needed to purchase replacement vehicle.**

**15. TAX ASSESSOR/COLLECTOR:** Record into Minutes the 2007 Destruction List regarding Auto Documentation in accordance with the State Archive Retention Schedule for years 1992-2005 for the Office of Patsy Schultz, Tax Assessor/Collector.

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

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

May 13, 2008

16. **COUNTY JUDGE: Approve transfer in the amount of \$650,000 from Commissioners Project, Annual Budget Sweep, into Non-Departmental Fees, to allocate funds for shortfall in Tax Increment Reinvestment Zone (TIRZ) payments for tax year 2007.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer in the amount of \$650,000 from Commissioners Project, Annual Budget Sweep, into Non-Departmental Fees, to allocate funds for shortfall in Tax Increment Reinvestment Zone (TIRZ) payments for tax year 2007.

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

Note: Transfer is due to budget error.

17. **COMMISSIONER PCT. 1: Take all appropriate action to appoint Gloriela Pomare and Pastor Darrell Jackson to the Fresno/Arcola Advisory Committee to fill vacancies created by the resignation of Roy Jackson and Pastor Charles Perry for terms that will expire on September 30, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint Gloriela Pomare and Pastor Darrell Jackson to the Fresno/Arcola Advisory Committee to fill vacancies created by the resignation of Roy Jackson and Pastor Charles Perry for terms that will expire on September 30, 2008.

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

18. **DISTRICT CLERK: Take all appropriate action on request to transfer the amount of \$7,128 from Non-Departmental Contingency into District Clerk, Operating, Supplies, to allocate funds required for purchase orders issued in 2007, with goods not received until 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$7,128 from Non-Departmental Contingency into District Clerk, Operating, Supplies, to allocate funds required for purchase orders issued in 2007, with goods not received until 2008.

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

19. **ENGINEERING: Take all appropriate action on Professional Engineering Services Agreement Contract between Fort Bend County and Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Blvd. to Boss Gaston Road) in an amount not to exceed \$185,200; Precinct 4. (Fund: Mobility Bond Project)**

Pass.

**20. FACILITIES MANAGEMENT & PLANNING:**

- A. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of \$9,410.00 to Ratnala & Bahl, Inc. for consultant services provided without a purchase order regarding the Jail Expansion Project. (Fund: Facility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of \$9,410.00 to Ratnala & Bahl, Inc. for consultant services provided without a purchase order regarding the Jail Expansion Project. (Fund: Facility Bond Project)

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

- B. Take all appropriate action on Second Amendment to Agreement between Fort Bend County and Paradigm Consultants, Inc. for additional engineering services regarding the Precinct One facility for an amount not to exceed \$14,582. (Fund: Facility Bond Project)**

Moved by Commissioner Stavinoha, seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement between Fort Bend County and Paradigm Consultants, Inc. for additional engineering services regarding the Precinct One facility for an amount not to exceed \$14,582. (Fund: Facility Bond Project)

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

- 21. PUBLIC TRANSPORTATION: Take all appropriate action to approve and authorize County Judge to sign the Fiscal Year 2009 Grant Application Part I and the Transit Director to submit application to the State of Texas for Rural Transportation Funds to be received from the Texas Department of Transportation FY09.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve and authorize County Judge to sign the Fiscal Year 2009 Grant Application Part I and the Transit Director to submit application to the State of Texas for Rural Transportation Funds to be received from the Texas Department of Transportation FY09.

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

May 13, 2008

22. **PURCHASING:** Take all appropriate action to authorize the purchase of telephone equipment and maintenance from DataVox Business Communications for the telephone system located at Beechnut in an amount not to exceed \$33,000, utilizing the Department of Information Resources (DIR) Contract DIR-SSD-272. (Fund: Facilities, CSCD Renovation Beechnut)

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of telephone equipment and maintenance from DataVox Business Communications for the telephone system located at Beechnut in an amount not to exceed \$33,000, utilizing the Department of Information Resources (DIR) Contract DIR-SSD-272. (Fund: Facilities, CSCD Renovation Beechnut)

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

23. **Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$7,732,359.58.

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

24. **ENGINEERING:** Workshop to receive presentations and take all appropriate action regarding the following projects:

**A. Cobb, Fendley & Associates, Inc. to present recommendations for Greenbusch Road, Mobility Bond Project No. 732, Precinct 3.**

Public comment - Ray Martel, President of Pin Oak Village HOA, presented concerns for this project.

Floyd Scurry with Cobb, Fendley & Associates Inc. gave a presentation on recommendations for Greenbusch Road.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept design for alternative #1 as recommended by Cobb, Fendley & Associates Inc. and the County Engineer.

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

May 13, 2008

**Item 24 continued – Engineering:**

**B. Chiang, Patel & Yerby, Inc. to present recommendations for Katy-Flewellen Road, Mobility Bond Project No. 734, Precinct 3.**

Keith Neshaby with Chiang, Patel & Yerby Inc. gave a presentation on recommendations for Katy Flewellen Road.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept design for alternative #2 as recommended by Chiang, Patel & Yerby Inc. and the County Engineer.

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

**C. Jacobs Engineering Group, Inc. to present recommendations for Katy-Gaston Road, Mobility Bond Project No. 733, Precinct 3.**

Mike Rudd and Brandon Boatcally with Jacobs Engineering Group Inc. gave a presentation on recommendations for Katy Gaston Road.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and carried (3-2), it is ordered to accept design for alternative #1 as recommended by Jacobs Engineering Group Inc. and the County Engineer.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	no	Commissioner Patterson	no
Commissioner Prestage	yes		

**Recess:**

Recessed at 2:10 p.m.

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

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

**Land Matters, Precinct 2; Fifth Street Project.**

**B. § 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.**

**Executive Manager Annual Evaluation: Director of Information Technology.**

*May 13, 2008*

**Closed Session:**

Convened at 2:22 p.m.  
Adjourned at 2:44 p.m.

**Reconvene:**

Reconvened at 2:48 p.m.

26. **Reconvene Open Session and consider taking action on the following matters:**
- A. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property. Land Matters, Precinct 2; Fifth Street Project.**

No action.

- B. **§ 551.074. Personnel Matters. Executive Manager Annual Evaluation: Director of Information Technology.**

Annual evaluation completed.

27. **Adjournment.**

Commissioners Court adjourned at 2:50 p.m. on Tuesday, May 13, 2008.

May 13, 2008

The following item was added to the Commissioners Court Agenda posted for meeting May 6, 2008, pursuant to Texas Government Code §555.045:

**MINUTES**

**BE IT REMEMBERED**, That on this 13th DAY of MAY, 2008, Commissioners Court of Fort Bend County, Texas, met at a supplement meeting with the following present:

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

When the following was heard and the following order was passed:

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

**Potential Litigation: Fifth Street Paving and Drainage Project, Precinct 2.**

**Closed Session:**

Convened at 2:22 p.m.

Adjourned at 2:44 p.m.

**Reconvene:**

Reconvened at 2:48 p.m.

2. **Reconvene Open Session and consider taking action on the following matters:**  
**§ 551.071. Consultation With Attorney.**  
**Potential Litigation: Fifth Street Paving and Drainage Project, Precinct 2.**

No action.

# Proclamation

**WHEREAS,** Fort Bend County, Texas is home to more than 172,622 citizens 60 years of age or older; and

**WHEREAS,** the older citizens of Fort Bend County, Texas represent a dramatic trend in our nation's demographic make up; and

**WHEREAS,** older persons are diverse, respected citizens who continue to contribute to our nation's social and economic well-being; and

**WHEREAS,** the number of baby boomers reaching traditional retirement age continues to increase, a fact that spotlights the need for increased attention to the needs of older adults; and

**WHEREAS,** older persons are entitled to live lives of dignity and independence through information about cost-effective prevention practices and activities that will improve health and quality of life, and innovative, affordable options of care and support that will provide an array of choices about how and where to live.

**NOW, THEREFORE, I,** Robert E. Hebert, County Judge of Fort Bend County, Texas, do hereby proclaim the month of May, 2008 as:

## Older Americans Month

and urge all to promote and participate in activities that contribute to helping older Americans make choices for a healthy and rewarding future.

IN WITNESS WHEREOF, I have caused the official seal of the County Judge to be affixed this 13<sup>th</sup> day of May, 2008.



Robert E. Hebert  
Fort Bend County Judge



# FORT BEND COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION FORM

Instructions: Fill out ALL blanks. PLEASE PRINT

Name: MARC MACCONNELL

Home Address: 1714 S. MEDIO RIVER

Home Telephone: 281-265-8882

Place of Employment: REGENCY CENTERS

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

REGENCY CENTERS  
3700 BUFFALO SPEEDWAY #560  
HOUSTON TX 77086

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

ITEM 11 L

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

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

Signature: 

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

REVISED

FORT BEND COUNTY  
TRAVEL AUTHORIZATION

AGENDA ITEM

5

TO: COMMISSIONERS COURT

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

Inv. Hal Knight

Inv. Tully Mangum ~~Arthur Chapman~~  
Dominic Sodalak

DATE OF DEPARTURE: 5/7/2008

DATE OF RETURN: 5/8/2008

DESTINATION: El Dorado, Kansas

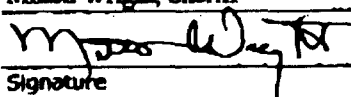
PURPOSE OF TRIP: Return prisoner to prison

MODE OF TRANSPORTATION: County Vehicle

FUNDING SOURCE: 100560100-63200

\*\*\*\*\*

DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office  
Name & Department

Milton Wright, Sheriff  
  
Signature

DATE: 4/30/08

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official  
Date:

Emergency Approval: Date:

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

Date Submitted: 05/05/08	Submitted By: Nicole Hobbs, County Attorney's Office
Court Agenda Date: 05/13/08	Department: Precinct 1
	Phone Number: 281-341-4555

**SUMMARY OF ITEM:** Take all appropriate action on Interlocal Project Agreement between Fort Bend County and City of Beasley to provide assistance with the installation of a culvert at North Seventh and Avenue E, city-owned streets.

**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](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

5-21-08 orig. ret. to Nicole at Co Attorney

FROM :CITY OF BEASLEY

FAX NO. :9793872423

Apr. 04 2008 01:15PM P2

AS PER ORIGINAL

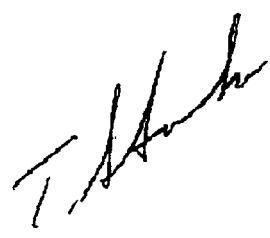
RECEIVED  
APR 4 - 2008  
ROAD & BRIDGE

# City of Beasley

P. O. Box 122 - 319 South 3<sup>rd</sup> Street  
Beasley, Texas 77417  
Tel/Fax (979)387-2775/(979)387-2423

April 04, 2008

Fort Bend County Road & Bridge  
P. O. Box 148  
Richmond, TX 77469



ATTN: Mr Tom Stavinoha  
Commissioner's Office

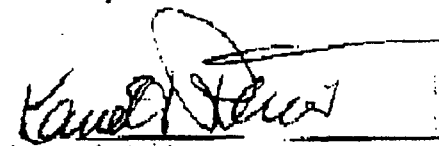
REF: "Set New Culvert"

The City of Beasley is requesting the County's assistance in setting a new culvert for the City of Beasley at proposed North Seventh Street and Avenue E.

If you have any questions, please call Mayor Kenneth Reid on his cell at (832) 398-0086.

Thank you for your help.

Sincerely,

  
Kenneth Reid  
Mayor

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

**INTERLOCAL PROJECT AGREEMENT**

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **City of Beasley** (“Local Government”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.

BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## II. PURPOSE

The purpose of this Project is to provide assistance with installation of culvert.

## III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

## IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with installing culvert in ditch and cover with material, ("Project").

## V. PROJECT LOCATION

The location for the Project is North Seventh and Avenue E which are city-owned Streets, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 12 equipment hours at \$35.00 per hour, up to 12 man hours of labor at \$15.00 per hour, up to \$1064.70 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$1664.70**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.  
MISCELLANEOUS

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.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

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

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

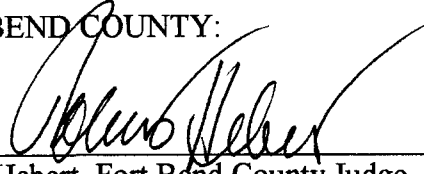
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Beasley:

City of Beasley  
P.O. Box 122  
Beasley, Texas 77417  
Attn: Mayor

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

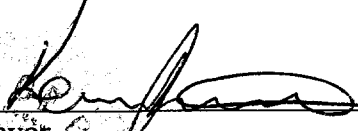
FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge

May 13, 2008  
Date

Attest:  
  
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

CITY OF BEASLEY:

  
\_\_\_\_\_  
Mayor

04-29-08  
Date

Attest:  
  
\_\_\_\_\_  
City Secretary

REVIEWED:

  
\_\_\_\_\_  
Marc Grant  
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$1664.70** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS  
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE INTERLOCAL PROJECT AGREEMENT  
BETWEEN FORT BEND COUNTY AND THE CITY OF BEASLEY**

On this the 13 day of May, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers,  
Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Beasley for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

FORT BEND COUNTY FY 2008  
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 05/05/08	Submitted By: Nicole Hobbs, County Attorney's Office
Court Agenda Date: 05/13/08	Department: Precinct 3
	Phone Number: 281-341-4555

**SUMMARY OF ITEM:** Take all appropriate action on Interlocal Project Agreement between Fort Bend County and Fort Bend Independent School District to provide assistance with grading and asphalt overlay on parking lot at Townewest Elementary School located at 13927 Old Richmond Road.

**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](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

5-21-08 orig. ret. to Nicole at Co. Attorney



*Petros*

*3-28-8*

**A. LEE PETROS**

**Executive Director of Support Services**

February 1, 2008

**RECEIVED  
FEB 08 2008  
ROAD & BRIDGE**

Andy Meyers  
Commissioner Precinct 3  
Fort Bend County  
1809 Eldridge Road  
Sugar Land, TX 77478

Dear Commissioner Meyers:

FBISD would like to request your assistance in constructing an asphalt overlay on an existing gravel parking lot at Townewest ES, located at 13927 Old Richmond Road, Sugar Land, TX. Fort Bend ISD will pay for the materials required. It is estimated that the materials will cost about \$5,000.

We have an existing temporary gravel parking lot on the Townewest ES campus that is underutilized. The teachers, staff and visitors of Townewest ES prefer to park in the street. It is hoped that a hard surfaced lot will encourage its use and possibly help alleviate the traffic congestion and hazards at Townewest ES.

Your Road and Bridge Department expressed a desire to bill Fort Bend ISD once the work is complete for the actual materials used. Due to the unevenness of the existing gravel parking lot it is difficult to determine an exact quantity of asphalt required. Normally, we would pay for the materials prior to the project execution when a reliable estimate can be obtained.

Thank you for your assistance in this matter. If you have, any questions please contact John Campbell, Maintenance Engineer, 281-634-5578.

Respectfully,

A. Lee Petros

CC: Dr. Marc Smith, Assistant Superintendent  
Beth Graham, Townewest ES Principal  
Barbara James, Acting Facilities Director  
Richard Blakely, Operations Manager  
John Campbell, Maintenance Engineer  
Mark Buentello, Grounds Supervisor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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### INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **Fort Bend Independent School District** (“Local Government”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its Board.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

#### I. BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its Board, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## II. PURPOSE

The purpose of this Project is to provide assistance in grading and asphalt overlay on parking lot.

## TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

## IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with grading and asphalt overlay on school parking lot. ("Project").

## V. PROJECT LOCATION

The location for the Project is Townewest Elementary School located at 13927 Old Richmond Road, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 270 equipment hours at \$35.00 per hour, up to 288 man hours of labor at \$15.00 per hour, up to 0 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed \$ 13,770.00.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material cost.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the

Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.  
MISCELLANEOUS

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.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

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

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

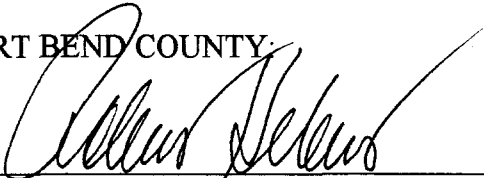
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to Fort Bend I.S.D.:

P.O. Box 1004  
Sugar Land, Texas 77479  
Attn: Superintendent

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

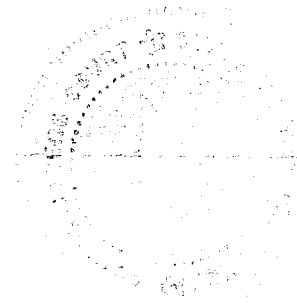
FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge


May 13, 2008  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

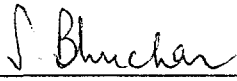


FORT BEND INDEPENDENT SCHOOL DISTRICT

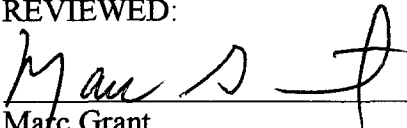
  
\_\_\_\_\_  
~~Superintendent~~ President, Board of Trustees

04-28-2008  
Date

Attest:

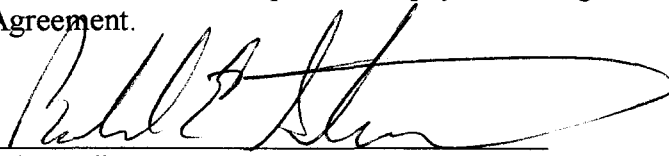
  
\_\_\_\_\_  
Secretary

REVIEWED:

  
\_\_\_\_\_  
Marc Grant  
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$13,770.00 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

RECORDED ON 5-23-08  
IN THE COMMISSIONER COURT  
MINUTES OF 5-13-08

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE INTERLOCAL PROJECT AGREEMENT  
BETWEEN FORT BEND COUNTY AND FORT BEND I.S.D.**

On this the 13 day of may, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers,  
Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and **Fort Bend I.S.D.** for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

**AGENDA ITEM**

8

**FORT BEND COUNTY FY 2008  
COMMISSIONERS COURT AGENDA REQUEST FORM**

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

<b>Date Submitted:</b> May 6, 2008	<b>Submitted By:</b> Marilyn Kindell <i>MKindell</i>
<b>Court Agenda Date:</b> May 13, 2008	<b>Department:</b> Community Development
	<b>Phone Number:</b> 281-341-4410

**SUMMARY OF ITEM:** Take all appropriate action on the following:

Invoice No. 13 in the amount of \$775.00 for engineering services for the City of Kendleton's Wastewater System project. Fund: Community Development

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

**List Supporting Documents Attached:** Copy of invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES X NO

**FUNDNG SOURCE:** Accounting Unit: 400643999 Account Number: 63850  
 Activity: 390-City of Kendleton

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
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 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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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):

COUNTY JUDGE  
RECEIVED  
MAY 07 2008



# CLAUNCH & MILLER, INC.

## Engineering Consultants

IN-12738

### INVOICE FOR SERVICES

Client: Fort Bend County Community Development  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

DATE: March 31, 2008  
Purchase Order No.

Attn: Marilyn Kindell, Director

CMI Job No.: 06-106

### Description of Services

Professional engineering services in connection with the City of Kendleton Wastewater System Project - No. B-01-UC-48-004, B-04-UC-48-004 and B-05-UC-48-004. Invoice in accordance with contracts dated September 26, 2006 and May 22, 2007. Total contract amount of \$114,337.00. Invoice No. 13.

Preliminary Engineering \$16,750.00 (Lump Sum)

%		Previously	Amount Due		
Complete	Total Due	Invoiced	This Invoice		
100%	\$16,750.00	\$16,750.00	\$0.00	Total This Invoice: \$	0.00

Smoke Testing \$13,875.00 (Lump Sum)

%		Previously	Amount Due		
Complete	Total Due	Invoiced	This Invoice		
100%	\$13,875.00	\$13,875.00	\$0.00	Total This Invoice: \$	0.00

Smoke Testing Report Preparation \$6,100.00 (Lump Sum)

%		Previously	Amount Due		
Complete	Total Due	Invoiced	This Invoice		
100%	\$6,100.00	\$6,100.00	\$0.00	Total This Invoice: \$	0.00

Railroad Permit Including Documentation and Drawings \$2,700.00 (Lump Sum)

%		Previously	Amount Due		
Complete	Total Due	Invoiced	This Invoice		
100%	\$2,700.00	\$2,700.00	\$0.00	Total This Invoice: \$	0.00

Additional Services for the Railroad Permit

Costs for contract fee of \$4,565.00 to



Kansas City Railway: Total to Date: \$5,021.50 Total This Invoice: \$ 0.00

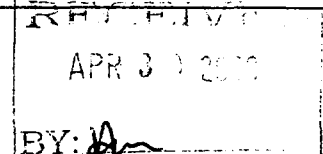
Survey Services for 711 L.F. of New Sanitary Sewer \$4,785.00 (Hourly and Cost plus 10%)

This Invoice:	\$ 0.00				
Previously Invoiced:	\$4,785.00				
Billed to Date:	\$4,785.00	Balance:\$0.00		Total This Invoice: \$	0.00

Metes and Bounds for New Utility Easements \$4,862.00 (Hourly and Cost plus 10%)

This Invoice:	\$				
Previously Invoiced:	\$972.40				
Billed to Date:	\$972.40	Balance:\$3,889.60		Total This Invoice: \$	0.00

Reviewed:   
Approved: 





TV Inspection \$23,000.00 (Hourly and Cost plus 10%)

This Invoice: \$ 0.00  
Previously Invoiced: \$19,858.47  
Billed to Date: \$19,858.47 Balance:\$3,141.53 Total This Invoice: \$ 0.00

Geotechnical \$6,400.00 (Cost plus 10%)

This Invoice: \$ 0.00  
Previously Invoiced: \$5,767.30  
Billed to Date: \$5,767.30 Balance:\$632.70 Total This Invoice: \$ 0.00

Reproduction \$500.00 (Cost plus 10%)

This Invoice: \$ 0.00  
Previously Invoiced: \$500.00  
Billed to Date: \$500.00 Balance:\$0.00 Total This Invoice: \$ 0.00

Vehicle Cost \$100.00 (\$.41 per mile)

This Invoice: @ .41 = \$  
Previously Invoiced: \$100.04  
Billed to Date: \$100.04 Balance:\$0.00 Total This Invoice: \$ 0.00

Final Design Engineering \$13,135.00 (Lump Sum)

%	Total Due	Previously Invoiced	Amount Due This Invoice	
Complete	\$13,135.00	\$13,135.00	\$0.00	Total This Invoice: \$ 0.00
100%				

Reproduction \$1,000.00 (Cost plus 10%)

This Invoice: \$ 0.00  
Previously Invoiced: \$1,000.00  
Billed to Date: \$1,000.00 Balance:\$0.00 Total This Invoice: \$ 0.00

Miscellaneous \$500.00 (Hourly and Cost plus 10%)

This Invoice: \$0.00  
Previously Invoiced: \$0.00  
Billed to Date: \$0.00 Balance:\$500.00 Total This Invoice: \$ 0.00

Vehicle Cost \$70.00 (\$.41 per mile)

This Invoice: \$  
Previously Invoiced: \$69.70  
Billed to Date: \$69.70 Balance:\$.30 Total This Invoice: \$ 0.00

Bidding and Award Phase \$3,880.00 (Lump Sum)

%	Total Due	Previously Invoiced	Amount Due This Invoice	
Complete	\$3,880.00	\$3,880.00	\$0.00	Total This Invoice: \$ 0.00
100%				

Construction Phase \$7,750.00 (Lump Sum)

%	Total Due	Previously Invoiced	Amount Due This Invoice	
Complete	\$775.00	\$0.00	\$775.00	Total This Invoice: \$ 775.00
10%				



Weekly Site Visits \$6,400.00 (Hourly and Cost plus 10%)

This Invoice: \$0.00  
Previously Invoiced: \$0.00  
Billed to Date: \$0.00 Balance:\$6,400.00 Total This Invoice: \$ 0.00

Pre and Post TV Tape Evaluation \$1,780.00 (Hourly and Cost plus 10%)

This Invoice: \$0.00  
Previously Invoiced: \$0.00  
Billed to Date: \$0.00 Balance:\$1,780.00 Total This Invoice: \$ 0.00

Vehicle Cost \$750.00 (\$.41 per mile)

This Invoice: \$0.00  
Previously Invoiced: \$0.00  
Billed to Date: \$0.00 Balance:\$750.00 Total This Invoice: \$ 0.00

Total Amount Due This Invoice: **\$775.00**

Amount Invoiced to Date: \$94,289.41

✓  
ht

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008

On this the 13th day of May 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: CSCD CSR Program Dept. #: 100570102

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
OPERATING SUPPLIES	63600	\$ 1,500
PROPERTY & EQUIPMENT	64000	\$ 3,500
TOTAL TRANSFERRED TO:		\$ 5,000

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
DONATIONS (Increase)	54110	\$ 5,000
TOTAL TRANSFERRED FROM:		\$ 5,000

EXPLANATION: Take all appropriate action to Amend the budget pursuant to LGC 111.0706 for CSR Program  
Donations. At the beginning of FY2008, five agencies donated \$5,000 (\$1,000 each) to the CSR Program  
budget to help pay for materials and equipment that are used in CSR projects at their office locations. CSR is needing to start  
utilizing the donations for projects at these agencies.

Department Head: [Signature] Date: 5/6/08

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

THE COUNTY OF FORT BEND  
BY: [Signature]  
Robert E. Hebert, County Judge

[Signature]

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

<b>Date Submitted:</b> 05.06.08	<b>Submitted By:</b> Laura Johnson
	<b>Phone Number:</b> x 4556 Dept. 4751A
	<b>For:</b> County Attorney
<b>Court Agenda Date:</b> 05.13.08	

**SUMMARY OF ITEM:**  
 Ratify approval of Non-Financial Agreement between Fort Bend County and The Worksource for volunteers to work part time in the county attorney office. No cost to the County

**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:**

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

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<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/>	<input type="checkbox"/> County Clerk (281-341-8697)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):



**Non-Financial Cooperative Agreement**  
**between**  
**The WorkSource and H Bend County<sup>[s1]</sup>**

**1. DESIGNATED PARTIES**

The parties entering into this agreement are H Bend County and The WorkSource. The organization's contact person is Laura Johnson. The organization's contact person's address and phone number is 301 Jackson Ste. 728 281-341-4555. The contact person for The WorkSource will be Teresa Sidney<sup>[s2]</sup>. The WorkSource's contact person's address and phone number is 1506 N. Alabama Road, Wharton, TX 77488, 979-531-0730, ext. 225 or toll free @ 1-888-469-5627+2+77488#.

**2. PERIOD OF AGREEMENT**

This agreement becomes effective on the date signed by both parties and will continue in effect until terminated by mutual agreement of both parties or by one party giving 30 days' notice to the other party.

**3. PURPOSE**

The purpose of this agreement is to establish policies and procedures for work experience for volunteers/interns referred by The WorkSource.

**4. GOALS**

The goals are to assist organizations meet their needs for volunteer/intern workers and help volunteers/interns learn, develop, or reinforce basic work habits and basic vocational skills.

**5. MEETINGS AND COORDINATION**

- 5.1 The organization and local The WorkSource staff will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the volunteer/intern arrangement.
- 5.2 The organization and local The WorkSource staff will establish a process for the organization to report volunteer/intern hours and/or any other relevant volunteer/intern information.

**6. MUTUAL AGREEMENTS**

- 6.1 Neither party to this agreement can change work sites, work hours, duties, etc. without the mutual consent of both parties.
- 6.2 Neither party will remove and/or dismiss a volunteer/intern without the consent of the other party.
- 6.3 The organization may receive volunteer/intern referrals from various WorkSource office staff.
- 6.4 The organization may receive inquiries from various WorkSource office staff regarding volunteer/intern performance.
- 6.5 Both parties agree that any problem resolution be done between the designated organization contact person and the designated WorkSource contact person identified in this agreement.

- 6.6 Volunteers/interns have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicapping condition.
- 6.7 Volunteers/interns are subject to the same health and safety standards established under local, state and federal law that otherwise applies to other individuals.

Agreed to:



Name (Employing Organization)[s3]

County Judge

Title

May 5, 2008

Date

The WorkSource Designee[s4]

Title

Date

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

Date Submitted: 05/06/08 Submitted By: Paulette Batts  
Court Agenda Date: 05/13/08 Department: Engineering  
Phone Number: (281) 633-7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 408135 (Payment No. 2) in the amount of \$10,830.00 to Klotz Associates regarding labor rates relating to Fort Bend County Mobility Projects, Precincts 1,2,3 &4. (Fund: Mobility Fees):Lawson P.O. #13703  
RENEWAL AGREEMENT/APPOINTMENT: YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Fund: Agency: Organization: Object:  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

**Instructions to submit Agenda Request Form:**

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<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**  
  
Special Handling Requested (specify):

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

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

**Date:** April 30, 2008  
**Project No:** 0262.014.000  
**Invoice No:** 408135

**INVOICE**

**For Professional Services rendered from March 16, 2008 to April 15, 2008 in connection with:**

On-Call Engineering Services  
 Fort Bend County PO #13703

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal			
Ogden, Michael	8.00	260.00	\$2,080.00
Department Manager			
Balmos, David	35.00	235.00	\$8,225.00
Graduate Engineer			
Dyess, Kimberly	3.00	125.00	\$375.00
Clerical			
Robbins, Courtney	2.00	75.00	\$150.00
<b>Totals</b>	<b>48.00</b>		<b>\$10,830.00</b>


**10,830.00**

**Recap:**

Contract Amount	\$300,000.00
Previous	\$3,301.62
Current	\$10,830.00
Balance	<u>\$285,868.38</u>

**Total Due this Invoice      \$10,830.00**

Klotz Associates Approval:

  
 David C. Balmos, P.E.

*OK  
 DJM*

**Fort Bend County Mobility Program  
General Engineering Consultant Services  
Fort Bend County, Texas  
PO# 13703**

**PROGRESS REPORT #2**

**March 16, 2008 through April 15, 2008**

---

The work to be performed under this scope of work consists of general engineering consulting services including consultant oversight, agency coordination, design review, and miscellaneous design services. The work performed this period includes:

- Conducted kickoff meeting with TxDOT and Burk Kleinpeter on the Trammel Fresno Road project
- Prepared reimbursal invoices for the Greenbusch project to receive federal funds from TxDOT
- Coordinated with consultants regarding the Old Richmond rd project
- Met with AIA to discuss proposal for the Old Richmond Road bridge over Red Gulley
- Met with LJA regarding direct connector to Fort Bend Parkway from Trammel Fresno
- Met with PBS&J to review schematic design for the FM 359 project



---

David C. Balmos, P.E.  
Project Manager

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

Date Submitted: 05/06/08 Submitted By: Paulette Batts  
Department: Engineering  
Court Agenda Date: 05/13/08 Phone Number: (281) 633-7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 2834 in the amount of \$15,746.25 to Property Acquisition Services (PAS) for various Right of Way acquisitions, Precincts 1,2 3, &4. (Fund: Capital Acquisitions, Right of Way) PC04300002599

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

**Instructions to submit Agenda Request Form:**

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

**PAS PROPERTY ACQUISITION SERVICES, INC.**

**April 30, 2008**  
**Invoice No. 2834**

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

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

**Project Name:** Fort Bend County

**Locations:**

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

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

<b>Acquisition</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	206.75	15,506.25
Right-of-Way Assistant	40.00	6.00	240.00
<b>Totals</b>		<b>212.75</b>	<b>\$ 15,746.25</b>

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

**Total \$ 15,746.25**

<b>CONTRACTOR BILLING SUMMARY</b>		
Estimated Cost	\$	850,000.00
Previous Amount Invoiced	\$	629,554.59
Previous Funds Available	\$	220,445.41
Current Amount Invoiced	\$	<b>15,746.25</b>
Remaining Funds Available	\$	204,699.16



**Terms: Total due upon receipt**

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

---

**Location:** FM 1464

**Work Requested:** Road Widening

<b>Title</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	128.00	9,600.00
Right-of-Way Assistant	40.00	2.00	80.00
<b>Totals</b>		<b>130.00</b>	<b>\$ 9,680.00</b>

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

**Total** **\$ 9,680.00**

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

---

**Location:** Greenbusch

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

<b>Title</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	39.75	2,981.25
Right-of-Way Assistant	40.00	1.00	40.00
<b>Totals</b>		<b>40.75</b>	<b>\$ 3,021.25</b>

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

**Total** **\$ 3,021.25**

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

---

**Location:** Trammel Fresno

**Work Requested:** Road Widening

<b>Title</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	9.25	693.75
Right-of-Way Assistant	40.00	1.00	40.00
<b>Totals</b>		<b>10.25</b>	<b>\$ 733.75</b>

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

**Total** **\$ 733.75**

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

---

**Location:** Cottonwood Church Rd

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

<b>Acquisition</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	9.50	712.50
Right-of-Way Assistant	40.00	1.00	40.00
<b>Totals</b>		<b>10.50</b>	<b>\$ 752.50</b>

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

**Total** **\$ 752.50**

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

---

**Location:** Katy Flewellen

**Work Requested:** Road Widening

<b>Title</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Right-of-Way Agent	75.00	20.25	1,518.75
Right-of-Way Assistant	40.00	1.00	40.00
<b>Totals</b>		<b>21.25</b>	<b>\$ 1,558.75</b>

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

**Total** **\$ 1,558.75**



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

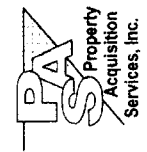
PROJECT TIME SHEET  
 Fort Bend County

Mark Heidaker  
 NAME: (please print)

4/30/08  
 Date

Project Name/Description	List below the Number of hours worked weekly on each individual project to which you are assigned.												Total Hours		
	1.00	0.25	1.00	1.25	0.75	0.75	1.50	1.00	0.75	1.25	0.50	1.50			
FM 1464													1.25		12.00
Moffet Road Extension															0.00
FM 359															0.00
Green Busch	0.25	0.50			0.25							0.50	1.25	1.50	7.25
Trammel Fresno															2.25
Katy Flewellen													0.50	1.25	3.75
Ransom Road													0.50	0.25	0.75
Harlem Road															0.00
Cottonwood Church Road				1.50											1.75
															0.00
															0.00
															0.00
															0.00
															0.00
															0.00
															0.00
															0.00
															0.00
															0.00

Employee Signature: *Mark Heidaker*  
 Date: 4-30-08  
 Manager Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



AS PER ORIGINAL









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

Date Submitted: 05/06/08 Submitted By: Paulette Batts  
Court Agenda Date: 05/13/08 Department: Engineering  
Phone Number: (281) 633-7507

SUMMARY OF ITEM: Approve Payment of Invoice No. #141081 (Pay Estimate No. 9) in the amount of \$20,495.86 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project from FM1092 to FM2234, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Construction in Progress) PC04300003582  
RENEWAL AGREEMENT/APPOINTMENT: YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Fund: Agency: Organization: Object:  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
• Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.  
• All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.  
DISTRIBUTION:  
Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to ospindon@co.fort-bend.tx.us 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):

April 22, 2008

Mr. D. Jesse Hegemier, P.E. - County Engineer  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449

Re: Fifth Street - FM 2234 to FM 1092  
Revised Pay Estimate No. 9  
PO. 04300003582 - Construction Phase Services

Attn: Mr. Louis Hood, P.E.

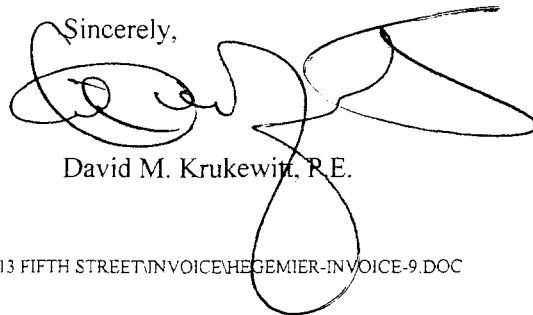
Dear Mr. Hegemier:

Enclosed is our invoice #141081 representing our Revised Pay Estimate No. 9 (through March 29, 2008) for Construction Phase services performed during the Construction Phase for the referenced Fifth Street Project.

We are also attaching the invoice submitted by HVJ Associates for their geotechnical services, and a progress report for our services this past month.

If you have any questions concerning our invoices, please call.

Sincerely,



David M. Krukewitt, P.E.

DMK/d

I:\PROJECTS\300CLIENT\0347-FORTBENDCOUNTYENGINEERING\0347-013 FIFTH STREET\INVOICE\HEGEMIER-INVOICE-9.DOC

Enclosures



6335 Gulfton, Suite 100 TEL 713 777 5337  
Houston, Texas 77081-1169 FAX 713 777 5976

**Invoice**

April 21, 2008  
Project No: 00347-013-00  
Invoice No: 0141081

Mr. Louis Hood, PE  
Fort Bend County Engineers Office  
1124 Blume Road  
Rosenberg, TX 77471

Project 00347-013-00 Fifth Street - Construction Phase Services

Services include geotechnical engineering services.

**Professional Services from March 2, 2008 to March 29, 2008**

Task	300	Construction Phase Services			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Weppler, Larry	3/20/08	.50	54.84	27.42	
Ybanez, Robert	3/27/08	1.00	62.50	62.50	
Senior Project Engineer					
Krukewitt, David	3/3/08	.50	45.67	22.84	
Krukewitt, David	3/4/08	1.00	45.67	45.67	
Krukewitt, David	3/5/08	1.00	45.67	45.67	
Krukewitt, David	3/10/08	1.00	45.67	45.67	
Krukewitt, David	3/11/08	1.00	45.67	45.67	
Krukewitt, David	3/12/08	2.00	45.67	91.34	
Krukewitt, David	3/13/08	2.00	45.67	91.34	
Krukewitt, David	3/14/08	2.00	45.67	91.34	
Krukewitt, David	3/18/08	2.50	45.67	114.18	
Krukewitt, David	3/20/08	.50	45.67	22.84	
Krukewitt, David	3/24/08	1.00	45.67	45.67	
Krukewitt, David	3/25/08	1.00	45.67	45.67	
Krukewitt, David	3/26/08	1.00	45.67	45.67	
Krukewitt, David	3/27/08	1.50	45.67	68.51	
Totals		19.50		912.00	
<b>Total Labor</b>			<b>3.1 times</b>	<b>912.00</b>	<b>2,827.20</b>
			<b>Total this Task</b>		<b>\$2,827.20</b>

Task	310	Changes to Drawings (Authorized)			
Services include revised Fifth street storm sewer plans; and revised intersection at Fifth Street and FM 1092.					
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
CAD Operator IV					

Project	00347-013-00	Fifth Street - Construction Phase Services	Invoice 0141081		
Travis, Michael	3/28/08	1.00	19.50	19.50	
Project Engineer					
Krukewitt, David	3/18/08	1.00	45.67	45.67	
Krukewitt, David	3/19/08	1.00	45.67	45.67	
Krukewitt, David	3/24/08	.50	45.67	22.84	
Krukewitt, David	3/26/08	1.00	45.67	45.67	
Krukewitt, David	3/27/08	1.00	45.67	45.67	
Totals		5.50		225.02	
<b>Total Labor</b>			<b>3.1 times</b>	<b>225.02</b>	<b>697.56</b>
				<b>Total this Task</b>	<b>\$697.56</b>

Task	400	Geotechnical Services (HVJ)			
<b>Consultants</b>					
Geotechnical / Testing Fees / Lab Fees					
3/12/08	HVJ Associates, Inc.	Inv 08-038 Concrete, Soil Testing		15,047.45	
<b>Total Consultants</b>				<b>15,047.45</b>	<b>15,047.45</b>
				<b>Total this Task</b>	<b>\$15,047.45</b>

Task	500	Surveying Services			
Function	01	Surveying Services			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Surveyor III					
Balestrini, Leo	3/19/08	.50	27.40	13.70	
Balestrini, Leo	3/20/08	.50	27.40	13.70	
Balestrini, Leo	3/24/08	.50	27.40	13.70	
Balestrini, Leo	3/25/08	.25	27.40	6.85	
Totals		1.75		47.95	
<b>Total Labor</b>			<b>3.1 times</b>	<b>47.95</b>	<b>148.65</b>
				<b>Total this Function</b>	<b>\$148.65</b>

Function	02	Field Personnel			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
2-Person Survey Crew					
Jones, Jonathan	3/20/08	8.50	116.00	986.00	
Jones, Jonathan	3/21/08	6.50	116.00	754.00	
Survey Manager					
Hicks, Martin	3/20/08	.25	140.00	35.00	

Project	00347-013-00	Fifth Street - Construction Phase Services	Invoice 0141081
	Totals	15.25	1,775.00
	<b>Total Labor</b>		<b>1,775.00</b>
		<b>Total this Function</b>	<b>\$1,775.00</b>
		<b>Total this Task</b>	<b>\$1,923.65</b>
		<b>TOTAL THIS INVOICE</b>	<b>\$20,495.86</b>

MAXIMUM BILLING AMOUNT: \$ 347,989.30

I certify that the work described in this invoice was performed as authorized by the Fort Bend County Engineer and that all information contained in this invoice is true and correct.

*Robert Ybanez*  
 Robert Ybanez, P.E., Vice President

04/22/2008

*Louis C. Hood*

04/30/2008

accept for payment.

**REVISED INVOICE No. 9**  
**FORT BEND COUNTY ENGINEERING DEPARTMENT**  
**FIFTH STREET ROADWAY RECONSTRUCTION AND DRAINAGE FACILITIES**  
**MONTHLY PROGRESS PAYMENT INVOICE**  
**FOR ENGINEER'S SERVICES**

JCI Job Number 0347-013

**Jones & Carter, Inc**  
**6335 Gulfton, Suite 100**  
**Houston Texas, 77081**

Invoice Number:  
 Invoice Period:  
 P.O. Number:

141081  
 thru 03/29/08  
 PC 04300003582

April 22, 2008

Task	Description of Work Task	Budget Amount	Authorized To Date	Percent Complete	Amount Earned	Previously Billed	Due This Invoice
<b>CONSTRUCTION PHASE SERVICES</b>							
300	Constr. Phase Engineering Services	\$ 65,950.00	\$ 65,950.00	81%	\$ 53,296.10	\$ 50,468.90	\$ 2,827.20
310	Constr. Phase Change to Drawings	\$ 10,000.00			\$ 6,659.57	\$ 5,962.01	\$ 697.56
400	Constr. Phase Geotechnical Services	\$ 247,459.00	\$ 247,459.00	66%	\$ 163,832.13	\$ 148,784.68	\$ 15,047.45
500	Constr. Phase Surveying Services	\$ 10,000.00	\$ 10,000.00	123%	\$ 12,304.83	\$ 10,381.18	\$ 1,923.65
800	Constr. Phase Direct Expenses	\$ 4,300.00	\$ 4,300.00	69%	\$ 2,978.54	\$ 2,978.54	\$ -
<b>PROJECT TOTALS</b>		<b>\$ 337,709.00</b>	<b>\$ 327,709.00</b>	<b>73%</b>	<b>\$ 239,071.17</b>	<b>\$ 218,575.31</b>	<b>\$ 20,495.86</b>

**REVISED PROGRESS STATUS REPORT No. 9 – Construction Phase Services**

**FOR:** Fifth Street - FM 2234 to FM 1092 – Fort Bend County  
**DATE:** For Invoicing From March 2 Thru March 29, 2008

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**CONSTRUCTION PHASE SERVICES**

**Engineering - Construction Phase Services ( 50% Complete):**

Attending onsite bi-weekly construction meetings  
Reviewing Shop Drawings  
Responding to RFI's  
Responding to Field Issues

**Engineering – Changes to Drawings ( 70% Complete):**

Revised Fifth Street Storm Sewer Plans  
Revised Fifth Street and FM 1092 Intersection

**Bridge Engineering - Construction Phase Services ( 70% Complete):**

Reviewing Shop Drawings  
Responding to RFI's  
Responding to Field Issues

**Traffic Signal Engineering - Construction Phase Services ( 40% Complete):**

Reviewing Shop Drawings  
Responding to RFI's

**Surveying - Construction Phase Services ( 95% Complete):**

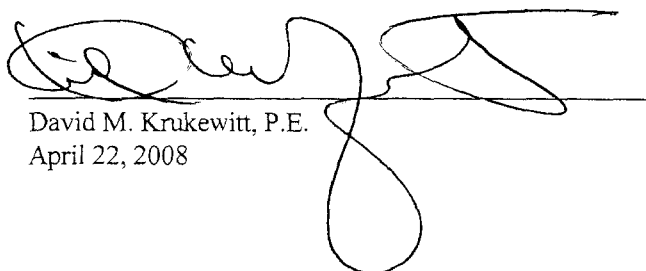
Surveyed field located top of Verizon conduit from Present Street to FM 2234

**Direct Expenses ( 70% Complete):**

**Geotechnical – Construction Phase Services – Provided by HVJ ( 75% Complete):**

Reviewing Shop Drawings  
Performing field tests

**Prepared by:**



David M. Krukewitt, P.E.  
April 22, 2008

RECEIVED MAR 07 2008



Houston 6120 S. Dairy Ashford Rd  
 Austin Houston, TX 77072-1010  
 281.933.7388 Ph  
 Dallas 281.933.7293 Fax  
 San Antonio www.hvj.com

**INVOICE**

Sunday, January 27, 2008 - Saturday, February 23, 2008

To: Mr. David M. Krurkewitt, P.E.  
 Fort Bend County c/o Jones and Carter, Inc  
 6335 Gulfton, Suite 100  
 Houston, Texas 77081

HVJ Project #: HC0627040  
 HVJ Invoice #: 08-038  
 HVJ Client #: CJ2250  
 Date: 02/25/08  
 Terms: Net 30 Days  
 Page: 1 of 3

Project: 5th Street Paving from FM 1092 to FM 2234  
 Fort Bend County, Texas

Authorization: Notice to Proceed Dated February 19, 2007

Date/Report No	Description	Unit Price	Unit Measure	Quantity	Amount
0128/211A-D	Tech /Field Concrete, Gradation Testing & Soil Pick Up	\$ 48.00	hour	8.00 ✓	\$ 384.00
0128/211A-D	Tech /Field Concrete, Gradation Testing & Soil Pick Up	\$ 72.00	hour	3.00 ✓	\$ 216.00
0128/211A-D	Lab: Standard Proctor	\$ 150.00	each	1.00	\$ 150.00
0128/211A-D	Lab: Atterberg Limits	\$ 45.00	each	1.00	\$ 45.00
0128/211A-D	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0128/211A-D	Engineering Report Review	\$ 82.00	hour	0.75	\$ 61.50
0128/211A-D	Vehicle	\$ 6.00	hour	11.00	\$ 66.00
0129/212A-D	Tech/Field Concrete & Gradation Testing	\$ 48.00	hour	8.00 ✓	\$ 384.00
0129/212A-D	Tech/Field Concrete Testing	\$ 72.00	hour	2.75 ✓	\$ 198.00
0129/212A-D	Concrete Cylinders	\$ 13.00	each	8.00	\$ 104.00
0129/212A-D	Engineering Report Review	\$ 82.00	hour	0.75	\$ 61.50
0129/212A-D	Vehicle	\$ 6.00	hour	10.75	\$ 64.50
0130/213A-D	Tech/Field Soil, Gradation & Lime Depth Testing	\$ 48.00	hour	8.00 ✓	\$ 384.00
0130/213A-D	Tech/Field Soil, Gradation & Lime Depth Testing	\$ 72.00	hour	2.00	\$ 144.00
0130/213A-D	Nuclear Gauge	\$ 8.00	hour	10.00	\$ 80.00
0130/213A-D	Engineering Report Review	\$ 82.00	hour	0.75	\$ 61.50
0130/213A-D	Vehicle	\$ 6.00	hour	10.00	\$ 60.00
0131/215	Tech /Field Concrete Testing	\$ 48.00	hour	4.00 ✓	\$ 192.00
0131/215	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0131/215	Engineering Report Review	\$ 82.00	hour	0.25	\$ 20.50
0131/215	Vehicle	\$ 6.00	hour	4.00	\$ 24.00
0201/216A-B	Tech/Field Concrete Testing	\$ 48.00	hour	4.00 ✓	\$ 192.00
0201/216A-B	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0201/216A-B	Engineering Report Review	\$ 82.00	hour	0.25	\$ 20.50
0201/216A-B	Vehicle	\$ 6.00	hour	4.00	\$ 24.00
0202/217	Tech /Field Cyl. Picked Up	\$ 48.00	hour	2.50 ✓	\$ 120.00
0202/217	Vehicle	\$ 6.00	hour	2.50	\$ 15.00
0204/218A-D	Tech/Field Concrete, Soil Testing & Soil Pick Up	\$ 48.00	hour	8.00 ✓	\$ 384.00
0204/218A-D	Tech/Field Concrete, Soil Testing & Soil Pick Up	\$ 72.00	hour	3.00 ✓	\$ 216.00
0204/218A-D	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0204/218A-D	Lab: Compressive Strength	\$ 52.00	each	4.00	\$ 208.00
0204/218A-D	Engineering Report Review	\$ 82.00	hour	0.75	\$ 61.50
0204/218A-D	Nuclear Gauge	\$ 8.00	hour	11.00	\$ 88.00
0204/218A-D	Vehicle	\$ 6.00	hour	11.00	\$ 66.00
0205/219A-C	Tech/Field Concrete and Soil Testing	\$ 48.00	hour	8.00 ✓	\$ 384.00
0205/219A-C	Tech/Field Concrete and Soil Testing	\$ 72.00	hour	3.00 ✓	\$ 216.00
0205/219A-C	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0205/219A-C	Engineering Report Review	\$ 82.00	hour	0.50	\$ 41.00
0205/219A-C	Nuclear Gauge	\$ 8.00	hour	11.00	\$ 88.00
0205/219A-C	Vehicle	\$ 6.00	hour	11.00	\$ 66.00
0206/220A-B	Tech/Field Concrete Testing & Cyl. Picked Up	\$ 48.00	hour	6.00 ✓	\$ 288.00
0206/220A-B	Engineering Report Review	\$ 82.00	hour	0.25	\$ 20.50
0206/220A-B	Concrete Cylinders	\$ 13.00	each	4.00	\$ 52.00
0206/220A-B	Vehicle	\$ 6.00	hour	6.00	\$ 36.00

Date/Report No	Description		Unit Price	Unit Measure	Quantity	Amount
0207/221A-E	Tech/Field Concrete Testing & Cyl. Picked Up		\$ 48.00	hour	8.00 ✓	\$ 384.00
0207/221A-E	Tech/Field Concrete Testing & Cyl. Picked Up	OT	\$ 72.00	hour	3.00 ✓	\$ 216.00
0207/221A-E	Engineering Report Review		\$ 82.00	hour	1.00	\$ 82.00
0207/221A-E	Concrete Cylinders		\$ 13.00	each	20.00	\$ 260.00
0207/221A-E	Vehicle		\$ 6.00	hour	11.00	\$ 66.00
0208/222A-B	Tech/Field Concrete Testing & Cyl. Picked Up		\$ 48.00	hour	4.00 ✓	\$ 192.00
0208/222A-B	Concrete Cylinders		\$ 13.00	each	4.00	\$ 52.00
0208/222A-B	Engineering Report Review		\$ 82.00	hour	0.25	\$ 20.50
0208/222A-B	Vehicle		\$ 6.00	hour	4.00	\$ 24.00
0209/223	Tech /Field Cyl. Picked Up	OT	\$ 48.00	hour	2.50 ✓	\$ 120.00
0209/223	Vehicle		\$ 6.00	hour	2.50	\$ 15.00
0211/224A-B	Tech/Field Concrete and Soil Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0211/224A-B	Tech/Field Concrete and Soil Testing	OT	\$ 72.00	hour	3.00 ✓	\$ 216.00
0211/224A-B	Concrete Cylinders		\$ 13.00	each	4.00	\$ 52.00
0211/224A-B	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0211/224A-B	Nuclear Gauge		\$ 8.00	hour	11.00	\$ 88.00
0211/224A-B	Vehicle		\$ 6.00	hour	11.00	\$ 66.00
0212/225A-B	Tech/Field Soil Testing (Cancelled) & Cyl. Picked Up		\$ 48.00	hour	2.50 ✓	\$ 120.00
0212/225A-B	Nuclear Gauge		\$ 8.00	hour	2.50	No Charge
0212/225A-B	Vehicle		\$ 6.00	hour	2.50	\$ 15.00
0213/226A-D	Tech/Field Soil (Cancelled) & Concrete Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0213/226A-D	Tech/Field Soil (Cancelled) & Concrete Testing	OT	\$ 72.00	hour	2.00 ✓	\$ 144.00
0213/226A-D	Concrete Cylinders		\$ 13.00	each	4.00	\$ 52.00
0213/226A-D	Lab: Compressive Strength		\$ 52.00	each	4.00	\$ 208.00
0213/226A-D	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0213/226A-D	Nuclear Gauge		\$ 8.00	hour	10.00	No Charge
0213/226A-D	Vehicle		\$ 6.00	hour	10.00	\$ 60.00
0214/227A-C	Tech/Field Concrete and Soil Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0214/227A-C	Tech/Field Concrete and Soil Testing	OT	\$ 72.00	hour	3.00 ✓	\$ 216.00
0214/227A-C	Concrete Cylinders		\$ 13.00	each	4.00	\$ 52.00
0214/227A-C	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0214/227A-C	Nuclear Gauge		\$ 8.00	hour	11.00	\$ 88.00
0214/227A-C	Vehicle		\$ 6.00	hour	11.00	\$ 66.00
0215/228A-B	Tech/Field Soil Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0215/228A-B	Tech/Field Soil Testing	OT	\$ 72.00	hour	1.00 ✓	\$ 72.00
0215/228A-B	Engineering Report Review		\$ 82.00	hour	0.25	\$ 20.50
0215/228A-B	Nuclear Gauge		\$ 8.00	hour	9.00	\$ 72.00
0215/228A-B	Vehicle		\$ 6.00	hour	9.00	\$ 54.00
0218/229A-B	Tech/Field Concrete and Soil Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0218/229A-B	Tech/Field Concrete and Soil Testing	OT	\$ 72.00	hour	3.00 ✓	\$ 216.00
0218/229A-B	Concrete Cylinders		\$ 13.00	each	4.00	\$ 52.00
0218/229A-B	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0218/229A-B	Nuclear Gauge		\$ 8.00	hour	11.00	\$ 88.00
0218/229A-B	Vehicle		\$ 6.00	hour	11.00	\$ 66.00
0219/230A-C	Tech/Field Soil & Lime Slurry Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0219/230A-C	Tech/Field Soil & Lime Slurry Testing	OT	\$ 72.00	hour	3.00 ✓	\$ 216.00
0219/230A-C	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0219/230A-C	Nuclear Gauge		\$ 8.00	hour	11.00	\$ 88.00
0219/230A-C	Vehicle		\$ 6.00	hour	11.00	\$ 66.00
0220/231A-B	Tech/Field Soil Testing & Cores Coring (3 Cores)		\$ 48.00	hour	8.00 ✓	\$ 384.00
0220/231A-B	Tech/Field Soil Testing & Cores Coring (3 Cores)	OT	\$ 72.00	hour	1.00 ✓	\$ 72.00
0220/231A-B	Concrete Coring (Min 3)		\$ 275.00	lump sum	1.00	\$ 275.00
0220/231A-B	Lab: 9-points Measurement		\$ 10.00	each	3.00	\$ 30.00
0220/231A-B	Engineering Report Review		\$ 82.00	hour	0.50	\$ 41.00
0220/231A-B	Nuclear Gauge		\$ 8.00	hour	9.00	\$ 72.00
0220/231A-B	Vehicle		\$ 6.00	hour	9.00	\$ 54.00
0222/232A-D	Tech/Field Concrete, Gradation and Soil Testing		\$ 48.00	hour	8.00 ✓	\$ 384.00
0222/232A-D	Tech/Field Concrete, Gradation and Soil Testing	OT	\$ 72.00	hour	1.00 ✓	\$ 72.00
0222/232A-D	Concrete Cylinders		\$ 13.00	each	8.00	\$ 104.00
0222/232A-D	Engineering Report Review		\$ 82.00	hour	0.75	\$ 61.50
0222/232A-D	Nuclear Gauge		\$ 8.00	hour	9.00	No Charge
0222/232A-D	Vehicle		\$ 6.00	hour	9.00	\$ 54.00

Date/Report No	Description	Unit	Unit Price	Unit Measure	Quantity	Amount
0223/233	Tech /Field Cyl. Picked Up	OT	\$ 48.00	hour	2.50	\$ 120.00
0223/233	Vehicle		\$ 6.00	hour	2.50	\$ 15.00

**Amount Due \$ 13,679.50**

Billing Summary	
Contract Amount	\$ 224,963.00
<b>Current Invoice Amount</b>	\$ 13,679.50
Previously Billed	\$ 135,258.80
Total Billed Project to Date	\$ 148,938.30
Amount Remaining in the Contract	\$ 76,024.70
Percent Complete	66%

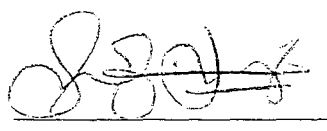
+10%      1,367.95

\$15,047.45

Certification

I certify that the above shown duly reflects services performed on referenced contract and that none of the sums currently billed have previously been paid. I also certify that all services have been performed for which payment is requested.

Please Remit Payment to:  
 HVJ Associates, Inc.  
 P.O. Box 41027  
 Houston, Texas 77241-1027

  
 Syed S. Jafar  
 CME Department Manager

0347-013      400  
 APPROVE      *Dark*  
 DATE      3-10-08

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

11D

<b>Date Submitted:</b> 05/06/08	<b>Submitted By:</b> Paulette Batts
<b>Court Agenda Date:</b> 05/13/08	<b>Department:</b> Engineering
	<b>Phone Number:</b> (281) 633-7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. # 08-03-027 (Pay Estimate No. 1) in the amount of \$44,820.00 to Kelly R. Kaluza & Associates, Inc. regarding Professional Engineering and Surveying services related to West Bellfort paving project (from Martinez Street to Farm Market 1464) Precincts 3 & 4. (Fund: Construction in Progress) Lawson P.O.#13705

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

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

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)                      If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED BY JUDGE**

RECEIVED  
MAY 07 2008

**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. 08-03-027****Term: Net 30 Days**

April 16, 2008

First BillingPurchase 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.**

<b>I.</b>	<b>Preliminary Engineering Phase Services (Budget \$118,000.00)</b>	
	Total Due this Invoice (19% Complete) =	\$ 22,420.00
<b>II.</b>	<b>Preliminary Surveying Phase Services (Budget \$80,000.00)</b>	
	Total Due this Invoice (28% Complete) =	\$ 22,400.00
<b>III.</b>	<b>Final Design Phase Service (Budget \$324,000.00)</b>	
	Total Due this Invoice (0% Complete) =	\$ 0.00
<b>IV.</b>	<b>Bedding and Construction Phase (Budget \$48,000.00)</b>	
	Total Due this Invoice (0% Complete) =	\$ 0.00
<b>V.</b>	<b>Geotechnical Investigation (Budget \$14,950.00)</b>	
	Total Due this Invoice (0% Complete) =	\$ 0.00
	<b>Total Amount Due =</b>	<b><u>\$ 44,820.00</u></b>

**THANK YOU!****Contract Summary (Budget \$584,950.00)**

First Billing - (Invoice No. 08-03-027) = \$ 44,820.00

Total Remaining for Completion of Project = \$ 540,130.00

OK  
 DHA

11E

# 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**

# 70288484 \$ 5,000.

Name: GRDM Management, LLC

**CASHIER'S CHECK**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**RIDER TO BOND**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

PERMIT NUMBER (name or location):

83328

RELEASE DOCUMENT (S) TO THE FOLLOWING:

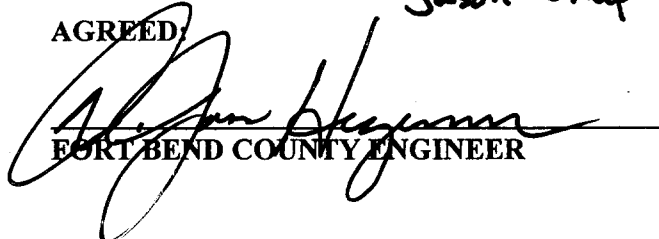
Name: OSBORN & Vane Architects, Inc.

Address: 2000 Bering Dr. Suite 410

City/State/Zip: Houston, Tx. 77057

# Jason Chapman

AGREED:



FORT BEND COUNTY ENGINEER

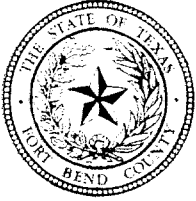
COMMISSIONER, PRECINCT# \_\_\_\_\_

COURT APPROVED: 5-13-08 # 11E

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

BY: Sherry Fisk

DEPUTY COUNTY CLERK



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

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

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

May 14, 2008

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

**A release order has been issued by the Fort Bend County Commissioners Court on May 13, 2008 #11E for the following:**

BOND#	70288484	\$5,000.00
PRINCIPAL	GRDM Management LLC	
SURETY	Western Surety Company	
CONSTRUCTION PROJECT	Harlem	
RELEASE TO	Osborn & Vane Architects Inc. Attn: Jason Chapman 2000 Bering Dr. Suite 410 Houston TX 77057	

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

<b>Date Submitted:</b> May 6, 2008	<b>Submitted By:</b> Jacque Burgess
<b>Court Agenda Date:</b> May 13, 2008	<b>Department:</b> Facilities Management & Planning
	<b>Phone Number:</b> 281/633-7017

**SUMMARY OF ITEM:** Approve Turner Construction Pay Application No. 8 in the amount of \$3,307,733.73 for Professional Services rendered on the Fort Bend County Jail Expansion project.

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** P418B-06JAILEXP

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

PO# 0472996  
R# 19276

OK for [Signature]  
5-5-08

AS PER ORIGINAL

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments Fort Bend County Jail Expansion Project May 13, 2006 Bond Program, Proposition #1

**Date:** Apr 30, 2008  
**Contractor:** Turner Construction  
**Contract Name:** Construction Management  
**Project Name:** Fort Bend County Jail Expansion  
**Payment No:** 011 (EOM Apr, 2008)  
**Services Provided:** Requested payment through April 30, 2007

### Pre-Construction Services

1. Pre-Construction Services - Total Contract Amount .....	\$162,000.00
2. Pre-Construction Services - Total Amount Paid to Date.....	\$162,000.00
3. Pre-Construction Services - Retainage.....	\$0.00
4. Pre-Construction Services - Remaining Account.....	\$0.00

### Construction Services

1. Construction Services - Total Contract (Guaranteed Maximum Price) Amount.....	\$66,372,860.00
2. Construction Services - Total Amount Paid to Date.....	\$13,369,832.80
3. Construction Services - Retainage Held to Date.....	\$1,482,324.76
4. Construction Services - Amount Requested this Invoice.....	\$3,307,733.73
5. Construction Services - Retainage to be held this period.....	\$367,525.97
6. Construction Services - Total Retainage Held (including above).....	\$1,849,850.73
7. Construction Services - Amount Owed this Invoice.....	\$3,307,733.73

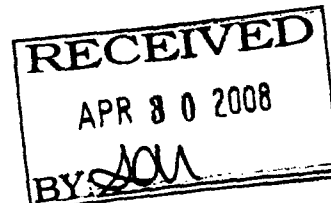
Percentage complete based on cost (Cost based on dollars in GMP allocated to construction)..... 27%

Unless noted otherwise, signature below verifies all supporting documents required by the Contract to be submitted with this invoice have been received including the updated CPM schedule.

Submitted By: 

Steven D. Ohm  
Project Manager

Distribution: Facilities Director  
Document Control (E-Project)  
File



M15H

EXHIBIT K  
APPLICATION FOR PAYMENT

PERIODICAL ESTIMATE NO. 8 PROJECT NO. 1367800  
CERTIFICATE OF THE CONSTRUCTION MANAGER OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Periodical Estimate No. 8 are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between County of Fort Bend, TX and Turner Construction dated 04/21/08  
(Construction Manager)

(a)	Total amount earned for work in place (original contract).....	\$18,527,417.26
(b)	Total amount earned for work in place (change orders).....	\$0.00
(c)	Value of materials stored at site.....	\$0.00
(d)	Total amount earned ( (a) plus (b) plus (c) ).....	\$18,527,417.26
(e)	Amount retained (10%).....	\$1,849,850.73
(f)	Total earned less retained percentage ( (d) minus (e) ).....	\$16,677,566.53
(g)	Total previously approved.....	\$13,369,832.80
(h)	Amount due THIS ESTIMATE ( (f) minus (g) ).....	\$3,307,733.73
(i)	Retainage payment to (subcontractor)(subcontractors) per Paragraph 4 of the Form of Agreement.....	\$0.00
(j)	AMOUNT DUE GENERAL CONSTRUCTION MANAGER ( (h) minus (i) ).....	\$3,307,733.73

equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the Construction Manager which are not yet paid, including all disputed claims and any claims to which the Construction Manager has or will assert any defense.

I further certify that all of the materials indicated on this Periodical Estimate as being stored on the site, but not yet incorporated into the building, have been purchased, delivered, and are now stored on the site for future incorporation into the building and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned Construction Manager assumes full responsibility for the existence, protection, and, if necessary, replacement of the above-mentioned materials until the completion of this contract.

Construction Manager: [Signature]  
Date: 4-30-08

OK  
J. Burgess  
5/5/08 ✓

By  
Title

CERTIFICATE OF THE RESIDENT ENGINEER INSPECTOR

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name [Signature] Resident Engineer Inspector.

Date: 4-29-08

CERTIFICATE OF THE SUPERVISING ARCHITECT

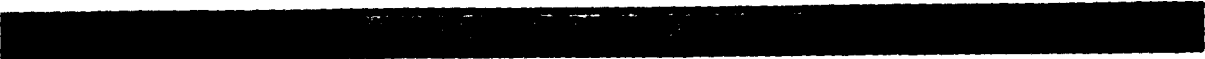
I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name [Signature] Supervising Architect.

Date: 4.24.08

RECEIVED  
APR 30 2008  
BY: [Signature]

TO: Fort Bend County  
1402 Band Road, Suite 100  
Rosenberg, TX 77471



PAY APP #8                                                                 
                     X                      FINAL  
                     IN PROGRESS

The undersigned is a general contractor or subcontractor, materialman or other person furnishing services or labor or material in the construction or repair of improvements upon real estate owned by and described as follows:

Ft. Bend Commissioner's Court/Ft. Bend County Jail  
1400 Ransom Road  
Richmond, TX 77469

UPON RECEIPT from County of Fort Bend, Texas of a check to  
TURNER CONSTRUCTION COMPANY in the amount of \$3,307,733.73 and when the  
check has been paid by the bank upon which it is drawn, the undersigned does hereby waive, release and  
quitclaim in favor of the owner or owners of said real estate and in favor of each and every party making a loan  
on said real estate, as improved and his or its successors and assigns, all right that the undersigned may have  
to a lien upon the land and improvements above described.

**IT IS UNDERSTOOD AND AGREED THAT WAIVER AND RELEASE IS FOR ALL SERVICES RENDERED, WORK DONE  
AND MATERIAL FURNISHED PRIOR TO THE DATE HEREOF** and is for all such services rendered, work done and  
material furnished and not only for the particular item indicated.

RECEIVED TO DATE, NOT INCLUDING CURRENT PAYMENT \$13,369,832.80

Witness the following signature and seal this 24<sup>th</sup> day of April, 2008.

FIRM: Turner  
BY: Andy Tank  
TITLE: Project Manager

Subscribed and sworn to before the undersigned, a Notary Public for the County of HARRIS  
State of TX, this 24TH day of APRIL, 2008.

Diana Perla  
NOTARY PUBLIC  
My Commission Expires: 1/28/10



RECEIVED  
APR 3 11 2008  
BY: dan

**Trade Contractor Payment Report of Work Subcontracted**

AS PER ORIGINAL

Report Period From: 03/22/08 To: 04/21/08  
 Construction Manager Turner Construction  
 Contract Amount 66,372,860.00

A	B	C	D	D x 90% = E	F / C = G	F x 90% = H	E From Previous Rec. = I
PP NO.	DESCRIPTION OF WORK	Total Contract Amount	Amount Billed This Period Gross (In Place & Stored)	Amount Earned (After Retainage Reduction)	% of Earned Progress To Date	Total Paid To Date Including Current Period	Releases Required With This Application
	<b>Total Contract Amount</b>	66,372,860.00					
	<b>Concrete</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0.00	0.00	
	Sub-Total Subcontractor	136,000.00	0.00	0.00	0%	0.00	
	<b>Earthwork</b>						
	Precision Site Works:						
	CCIP Insurance	18,916.00	0.00	0.00	100%	17,024.40	
	Sub-Total Precision Site Works	1,536,191.00	195,718.00	176,146.20	55%	758,851.65	
	Erosion & Sedimentation Control						
	Sub-Total Subcontractor	20,130.00	410.00	369.00	31%	5,602.05	
	<b>Termite Control</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	<b>Asphalt Paving</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	46,830.00	0.00	0.00	0%	0.00	
	<b>Pavement Marking</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	46,830.00	0.00	0.00	0%	0.00	
	<b>Utilities</b>						
	Jarrar & Co.						
	CCIP Insurance	14,827.00	0.00	0.00	100%	13,344.30	
	Sub-Total Jarrar & Co.	362,428.00	13,444.13	12,099.72	84%	274,168.44	
	<b>Fences &amp; Gates</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	194,285.00	0.00	0.00	0%	0.00	
	<b>Landscaping</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	35,599.00	0.00	0.00	0%	0.00	
	<b>Concrete</b>						
	Berkel						
	CCIP Insurance	30,480.00	0.00	0.00	100%	27,432.00	
	Sub-Total Berkel	884,731.00	8,619.00	7,757.10	100%	796,257.90	
	Baker						
	CCIP Insurance	56,094.00	0.00	0.00	100%	50,484.60	
	Sub-Total Baker	7,172,435.00	1,005,132.40	904,619.16	83%	5,330,041.88	869,948.64 ✓
	Concrete - Site Paving						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	<b>Concrete</b>						
	Low Precast						
	CCIP Insurance	57,717.00	0.00	0.00	100%	51,945.30	
	Sub-Total Low Precast	3,056,221.00	200,917.00	180,825.30	20%	557,391.60	167,206.50 ✓

AS PER ORIGINAL

A	B	C	D	D x 90% = E	F / C = G	H	I
PP NO.	DESCRIPTION OF WORK	Total Contract Amount	Amount Billed This Period Gross (In Place & Stored)	Amount Earned (After Retainage Reduction)	% of Earned Progress To Date	Total Paid To Date Including Current Period	Releases Required With This Application
	<b>Winco Masonry</b>						
	CCIP Insurance	199,045.00	199,045.00	179,140.50	0%	179,140.50	
	Sub-Total Winco Masonry	2,576,748.00	260,923.00	234,830.70	10%	234,830.70	
	<b>Berger Iron Works</b>						
	CCIP Insurance	33,087.00	33,087.00	29,778.30	0%	29,778.30	
	Sub-Total Berger Iron Works	1,263,304.00	149,949.00	134,954.10	12%	134,954.10	
	<b>Subcontractor</b>						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	<b>Subcontractor</b>						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	197,020.00	0.00	0.00	0%	0.00	
	<b>Waterproofing &amp; Sealant:</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	796,400.00	0.00	0.00	0%	0.00	
	Texas Moisture Protection:						
	Sub-Total Texas Moisture Protection	4,509.00	0.00	0.00	0%	4,058.10	
17	<b>Metal Wall Panels</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
18	<b>Roofing</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	583,748.00	0.00	0.00	0%	0.00	
19	<b>Spray-on Fireproofing</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	74,292.00	0.00	0.00	0%	0.00	
20	<b>Standard Doors, Frames and Hdwre</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
21	<b>Overhead Coiling Doors</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	52,415.00	0.00	0.00	0%	0.00	
22	<b>Standard Glass</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	227,203.00	0.00	0.00	0%	0.00	
23	<b>Drywall &amp; Acoustical</b>						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	1,185,358.00	0.00	0.00	0%	0.00	
	TX Exterior Systems						
	Sub-Total TX Exterior Systems	11,200.00	0.00	0.00	100%	10,080.00	
	<b>Subcontractor</b>						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	307,482.00	0.00	0.00	0%	0.00	
	<b>Subcontractor</b>						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	202,834.00	0.00	0.00	0%	0.00	

AS PER ORIGINAL

A	B	C	D	D x 90% = E	F / C = G	H / D = I	Rec = J
PP NO.	DESCRIPTION OF WORK	Total Contract Amount	Amount Billed This Period Gross (In Place & Stored)	Amount Earned (After Retainage Reduction)	% of Earned Progress To Date	Total Paid To Date Including Current Period	Releases Required With This Application
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	405,853.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	145,233.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	90,000.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	5,350.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	34,973.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	11,026.00	0.00	0.00	100%	9,923.40	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total CCC Group	9,647,630.00	70,200.85	63,180.77	1%	129,927.00	66,746.23
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	595,184.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	63,525.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	650,079.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	58,537.00	0.00	0.00	0%	52,683.30	✓
	Sub-Total Elite	864,780.00	83,236.00	74,912.40	17%	129,635.10	48,869.00
	Subcontractor						
	CCIP Insurance	173,587.00	0.00	0.00	100%	156,228.30	✓
	Sub-Total Humphrey Company	3,908,723.00	579,350.00	521,415.00	44%	1,556,613.00	141,473.70
	Subcontractor						
	CCIP Insurance	161,292.00	0.00	0.00	100%	145,162.80	✓
	Sub-Total Fort Bend Mechanical	4,161,323.00	173,045.77	155,741.19	14%	511,899.61	167,416.32
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Turner Logistics	494,668.00	77,652.90	69,887.61	16%	69,887.61	

AS PER ORIGINAL

A	B	C	D	D x 90% = E	F / C = G	F x 90% = H	Rec. = I
PP NO.	DESCRIPTION OF WORK	Total Contract Amount	Amount Billed This Period Gross (In Place & Stored)	Amount Earned (After Retainage Reduction)	% of Earned Progress To Date	Total Paid To Date Including Current Period	Releases Required With This Application
	Kenmor Electrical						
	CCIP Insurance	204,610.00	0.00	0.00	100%	184,149.00	
	Sub-Total Kenmor Electrical	4,932,253.00	308,854.00	277,968.60	26%	1,174,444.20	154,862.10
	Turner Logistics						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Turner Logistics	527,101.00	71,428.20	64,285.38	14%	64,285.38	
	Metroplex Control Systems						
	CCIP Insurance	80,740.00	80,740.00	72,666.00	0%	72,666.00	
	Sub-Total Metroplex Control Systems	4,212,002.00	22,500.00	20,250.00	0%	20,250.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
45	Evidence Processing Renovations						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
46	Dispatch(911) Renovations						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	89,000.00	0.00	0.00	0%	0.00	
47	Fraud Processing Renovations						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
48	Office Renovations						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
49	Sound Attenuation- Existing Rec Yards						
	Admiral Glass						
	CCIP Insurance	6,730.00	0.00	0.00	0%	6,057.00	
	Sub-Total Admiral Glass	183,699.00	4,912.00	4,420.80	95%	156,355.07	79,850.39
50	New 12" water line at Legion Drive						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	

I hereby certify by signing below that Turner (Construction Manager) has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from Fort Bend County to our Trade Contractors and suppliers in accordance with contractual arrangements with them.

To be reported with each invoice submitted:  
 Name ANDY TANDON  
 Signature Andy Tandon  
 Title Project Manager  
 Phone 832-263-9000  
 Date 4/24/08

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

Date Submitted: April 28, 2008	Submitted By: Jacque Burgess
Court Agenda Date: May 13, 2008	Department: Facilities Management & Planning Phone Number: 281/633-7017

**SUMMARY OF ITEM:** A. Approve Texas Land Services Invoice No. 1449 in the amount of \$1,875.00 for Professional Services rendered on the Fort Bend County Tax Assessor/Collector Project. B. Approve Texas Land Services Invoice No. 1451 in the amount of \$875.00 for Professional Services rendered on the Fort Bend County Tax Assessor/Collector Project.

RENEWAL AGREEMENT/APPOINTMENT: YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: P418B-06TAXOFF

REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

Texas Land Services

P. O. Box 273  
Fulshear, TX 77441

PO#12832  
#19505

OK  
4-29-8

11150

Invoice

Date	Invoice #
2/28/2008	1449

732

12832

AS PER ORIGINAL

<b>Bill To</b>
Fort Bend County - Auditor's Department 309 South Fourth St. Ste# 4533 Richmond, TX 77469

P.O. No.	Terms	Project
12832	Net 30	

Quantity	Description	Rate	Amount
15	Relocate 15 trees Tax Exempt	125.00 0.00%	1,875.00T 0.00
		<b>Total</b>	<b>\$1,875.00</b>

RECEIVED  
MAR - 6 2008  
County Auditor

RECEIVED  
APR 15 2008  
BY: *[Signature]*

Apr 29 08 02:43p

PO# 12832

R# 19505

AS PER ORIGINAL

# Invoice

Texas Land Services

P. O. Box 273  
Fulshear, TX 77441

Date
3/6/2008

Invoice #
1451

*OK to pay  
4-29-8*

B# To  
Fort Bend County - Auditor's Department  
309 South Fourth St. Ste# 4533  
Richmond, TX 77469

P.O. No.	Terms	Project
12832	Net 30	

Quantity	Description	Rate	Amount
7	Relocme (7) Trees Tax Exempt	125.00 0.00%	875.00T 0.00
<b>Total</b>			<b>\$875.00</b>

**RECEIVED**  
APR 29 2008  
BY: *Jam*

*Just  
4-7-8*

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

<b>Date Submitted:</b> May 7,2008	<b>Submitted By:</b> Jacque Burgess
<b>Court Agenda Date:</b> May 13, 2008	<b>Department:</b> Facilities Management & Planning
	<b>Phone Number:</b> 281/633-7017

**SUMMARY OF ITEM:** Approve Bailey Architect Invoice No. 17 in the amount of \$1,283.44 for Professional Services rendered on the Fort Bend County Needville Service Center.

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** P418B-06NEEDVIL

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify): Please Approve**

*ok  
J. Burgess  
5-7-8*

www.

**Fort Bend County**  
**Facilities Mgmt & Planning Dept**  
 1402 Band Road  
 Rosenberg, TX 77471  
 Attn: Jacque Burgess      **Administrative Manager**

April 30, 2008  
 Invoice No: 17  
 Project No: 07016

Re: Fort Bend-Needville Service Center

P O # - PC 00100001573

Professional Services for the period April 1, 2008 to April 30, 2008

**Architectural Services**

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previously Billed	Current Amount Due
Schematic Design	11,300.00	100.00%	11,300.00	11,300.00	0.00
Design Development	21,180.00	100.00%	21,180.00	21,180.00	0.00
Construction Documents	129,839.75	100.00%	129,839.75	129,839.75	0.00
Negotiations	9,000.00	100.00%	9,000.00	9,000.00	0.00
Construction Admin	24,500.00	5.00%	1,225.00	0.00	1,225.00
	195,819.75		172,544.75	171,319.75	1,225.00

**Total Architectural Services** **\$1,225.00**

**Reimbursable Expenses**

Reproduction/Printing	8.98
Delivery	49.46

**Total Reimbursable Expenses** **\$58.44**

**Total Amount Due this Invoice** **\$1,283.44**

**RECEIVED**  
 MAY 05 2008  
 BY: *JAM*

Approved *[Signature]*

# INVOICE

Please Remit to:

**A&E - The Graphics Complex**  
 A DIVISION OF THOMAS REPROGRAPHICS, INC  
 P.O. Box 27286, Houston, TX 77227  
 713.621.0022 • Fax: 713.621.2537  
 www.aecomplex.com

INVOICE DATE	INVOICE NO.
03/31/08	121355
PAGE	
1	

LOC-0 LI-0 REF: 628651

BAILEY ARCHITECTS P O BOX 540363 HOUSTON TX 77254	SB 17.32 0 MARCH DFS ONLINE ACTIVITY (713) 524-2155
---	---

SM	WORK ORDER#	ACCOUNT NO.	REFERENCE	JOB#	F.O. NO.	SHIP DATE	TERMS	
JC	000000DFS	05205	121355	07016		03/31/08	DUE 04/10/08	
	QUANTITY	UNIT	DESCRIPTION			UNIT PRICE	TOTAL	
	1	EA	DFS FILE DOWNLOAD - PLANS				4.99	
ORDERED BY STAN MALINDSKI JOB NAME: NEEDVILLE SERVICE CENTER INVOICED BY: S. BROD								
March 10, 2008 PDF from vault@AE A2.01 Okay SM								
						SUB-TOTAL	4.99	
						TAX	.41	
<b>RECEIVED</b> APR 07 2008 Bailey Architects								
SUGGESTIONS? COMPLIMENTS? COMPLAINTS? LEAVE A MESSAGE ON OUR REACTION LINE @ (713)621-0805 EXT. 3333 OR EMAIL TO info@aecomplex.com OR CLICK ON CUSTOMER FEEDBACK AT www.aecomplex.com								
REC. BY:	LINE:	NO.	PAGES:					
								5.40

*downstairs copier*

APR 28 2008

**Bayley Architects**  
Data of Today: Apr. 28, 2008 11:11 AM

AS PER ORIGINAL

[ Counter per User Code ]

User Code	User Name	Copier/Docu. Server		Printer		Facsimile		Print	total sum
		A3/DLT	Others	A3/DLT	Others	A3/DLT	Others		
1	03026	0	8	0	0	0	0	0	8
2	04029	0	17	0	0	0	0	0	17
3	05018	0	12	0	0	0	0	0	12
4	05022	4	1883	0	0	0	0	0	1887
5	05028	0	0	0	0	0	0	0	0
6	05032	0	62	3	0	0	0	0	65
7	06002	0	0	0	0	0	0	0	0
8	06004	0	13	0	0	0	0	0	13
9	06011	6	189	49	30	0	0	0	274
10	06012	0	0	0	0	0	0	0	0
11	06015	0	0	0	0	0	0	0	0
12	06018	0	241	0	19	0	0	0	260
13	06024	0	0	0	0	0	0	0	0
14	06034	0	0	0	0	0	0	0	0
15	07008	0	0	2	0	0	0	0	2
16	07009	0	0	0	0	0	0	0	0
17	07014	12	201	12	24	0	0	0	249
18	07015	3	7	0	0	0	0	0	10
19	07016	1	0	1	3	0	0	0	5
20	07019	0	41	2	52	0	0	0	95
21	07023	0	3	3	269	0	0	0	275
22	07025	0	2	0	3	0	0	0	5
23	07026	0	20	12	28	0	0	0	60
24	07027	0	22	41	4	0	0	0	67
25	07028	2	2	13	11	0	0	0	28
26	07030	0	0	0	0	0	0	0	0
27	08002	0	276	68	3	0	0	0	347
28	08003	0	147	0	0	0	0	0	147
29	08004	0	0	0	0	0	0	0	0
30	08005	0	334	26	72	0	0	0	432
31	08006	0	0	0	0	0	0	0	0
32	08007	0	0	0	0	0	0	0	0
33	08008	0	4	0	0	0	0	0	4
34	08009	0	0	0	0	0	0	0	0
35	08010	0	0	0	0	0	0	0	0
36	08011	0	0	0	0	0	0	0	0
37	08012	23	13	88	29	0	0	0	153
38	08013	0	0	0	0	0	0	0	0
39	08014	0	21	0	0	0	0	0	21
40	08015	0	0	0	0	0	0	0	0

↑.50

[ Counter per User Code ]

Date of Today: Mar. 28, 2008 10:24 AM

\$1.90

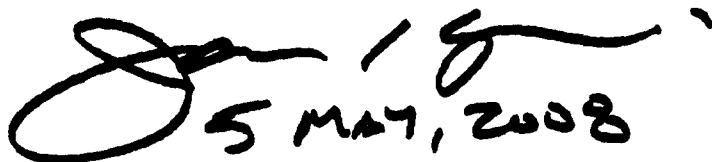
User Code	User Name	Copier/Docu. Server		Printer		Facsimile Print		total sum
		A3/DLT	Others	A3/DLT	Others	A3/DLT	Others	
1	03026 03026	0	229	0	0	0	0	229
2	04029 04029	0	12	0	0	0	0	12
3	05018 05018	0	18	0	0	0	0	18
4	05020 05020	0	0	0	0	0	0	0
5	05022 05022	1	52	56	2	0	0	111
6	05028 05028	0	2	0	0	0	0	2
7	05032 05032	0	63	3	7	0	0	73
8	05034 05034	0	0	0	0	0	0	0
9	06002 06002	0	6	0	0	0	0	6
10	06003 06003	1	1	3	4	0	0	9
11	06004 06004	0	67	0	0	0	0	67
12	06011 06011	0	93	2	9	0	0	104
13	06012 06012	0	0	0	0	0	0	0
14	06015 06015	0	0	0	0	0	0	0
15	06018 06018	1	62	0	0	0	0	63
16	06024 06024	0	0	0	0	0	0	0
17	07008 07008	2	42	0	8	0	0	52
18	07009 07009	0	0	0	0	0	0	0
19	07014 07014	0	85	44	0	0	0	129
20	07015 07015	20	68	20	0	0	0	108
21	07016 07016	0	4	0	15	0	0	19
22	07019 07019	42	226	148	1086	0	0	1502
23	07023 07023	0	6	0	0	0	0	6
24	07025 07025	0	0	0	0	0	0	0
25	07026 07026	15	29	70	11	0	0	125
26	07027 07027	6	64	3	3	0	0	76
27	07028 07028	5	56	23	6	0	0	90
28	07029 07029	0	5	0	0	0	0	5
29	07030 07030	0	10	0	0	0	0	10
30	08002 08002	1	31	0	0	0	0	32
31	08003 08003	0	0	0	0	0	0	0
32	08004 08004	0	8	0	0	0	0	8
33	08005 08005	0	0	0	7	0	0	7
34	08006 08006	0	0	0	0	0	0	0
35	08007 08007	0	8	0	0	0	0	8
36	08008 08008	0	0	0	0	0	0	0
37	08009 08009	0	0	0	0	0	0	0
38	123123 Service	0	2	0	0	0	0	2
39	20030 20030	0	0	0	0	0	0	0
40	30420 30420	0	25	0	0	0	0	25

Client Number	Date	Ticket Number	Charges
<del>07024</del> 07016	3/6/2008	165270	\$43.01
		19.37%	\$43.01
304.00 (03020)	3/24/2008	166537	\$9.16
		4.12%	\$9.16
316.00 (02020)	3/27/2008	405411	\$9.16
		4.12%	\$9.16
MM	3/20/2008	166441	\$16.93
	3/28/2008	166952	\$13.60
	3/31/2008	167088	\$11.38
		18.87%	\$41.90
		<b>Grand Totals:</b>	<b>\$222.03</b>

**Facilities Management & Planning Department**  
1402 Band Road  
Rosenberg, Texas 77471  
281/633-7017  
281/633-7022 Fax

**Work Completion Verification Form**

<b>Vendor:</b>	<b>Bailey Architects</b>
<b>Purchase Order #:</b>	
<b>Invoice #:</b>	17 \$ 1,283.44
<b>Contact Person:</b>	Ray Leiker
<b>Phone Number:</b>	713-524-2155
<b>Location of Work Performed:</b>	Needville Service Center
<b>Date Work Completed:</b>	30 April, 2008
<b>Person Authorized to Approve Work:</b>	James Knight
<b>Position of Person Authorized to Approve Work:</b>	Program Manager

  
5 MAY, 2008

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

Date Submitted: May 6, 2008 Submitted By: Jacque Burgess  
Court Agenda Date: May 13, 2008 Department: Facilities Management & Planning  
Phone Number: 281/633-7017

SUMMARY OF ITEM: A. Approve Rosser Invoice No. 088665 in the amount of \$35,538.75 for Professional Services rendered on the Fort Bend County Jail Expansion project. B. Approve Rosser Invoice No. 088675 in the amount of \$35,447.63 for Professional Services rendered on the Fort Bend County Jail Expansion Project.  
RENEWAL AGREEMENT/APPOINTMENT: YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO   
List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: P418B-06JAILEXP  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
• Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.  
• All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.  
DISTRIBUTION:  
Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to numbers below:  

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

RECOMMENDATION / ACTION REQUESTED:  
  
Special Handling Requested (specify): Please Approve

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

**Date:** 29 Apr, 2008

**Contractor:** Rosser International, Inc.

**Contract:** Rosser Project #7026.00

**Job Name:** Fort Bend County Jail Expansion

**Progress Payment:** 015

**Percent Complete:** Schematic (15%) 100 % Design Development (25%) 100 %

Construction Documents (35%) 99.66 % Construction Administration (25%) 42.4 %

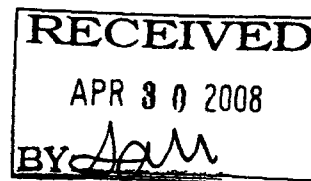
**Services Provided:** Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):.....	USD 3,645,000.00
Additional Services.....	USD 121,455.00
Amount of Contract with Additional Services Added.....	USD 3,766,455.00
Amount of Invoice #1 .....	USD 328,050.00
Amount of Invoice #2 .....	USD 207,765.00
Amount of Invoice #3 .....	USD 238,747.50
Amount of Invoice #4 .....	USD 252,199.50
Amount of Invoice #5 .....	USD 407,545.50
Amount of Invoice #6 .....	USD 355,569.75
Amount of Invoice #7 .....	USD 292,511.25
Amount of Invoice #8 .....	USD 258,612.75
Amount of Invoice #9.....	USD 247,308.75
Amount of Invoice #10.....	USD 244,246.94
Amount of Invoice #11.....	USD 62,876.25
Amount of Invoice #12.....	USD 62,876.25
Amount of Invoice #13.....	USD 41,553.00
Amount of Invoice #14.....	USD 41,006.25
<b>Amount of Invoice #15.....</b>	<b>USD 35,538.75</b>
<b>Subtotal.....</b>	<b>USD 35,538.75</b>
Reimbursables.....	USD 0.00
Retention (none, per agreement).....	USD 0.00
<b>Total to be paid this invoice .....</b>	<b>USD 35,538.75</b>
Remaining Balance this Contract:.....	USD 690,047.56

Submitted By:



Steven D. Ohm  
Project Manager



FMH24

PO # 0472834  
R# 19342



OK by [Signature]  
5-5-8

AS PER ORIGINAL

**ROSSER JUSTICE SYSTEMS**  
A division of Rosser International, Inc.

**INVOICE**

Invoice Number **088665**

Fort Bend County  
Facilities Management and Planning  
1402 Band Road, Suite 100  
Rosenberg, Texas 77469

INVOICE DATE Feb-28-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered

2/01/2008-2/28/2008

Service	Fee	Percent Complete	Total Fee Earned	Previously Invoiced	Current Fee Due	Current Total
<b>Basic Service not to exceed</b>	<b>3,645,000.00</b>					
Schematic Design (15%)	546,750.00	100.00%	546,750.00	546,750.00		
Design Development (25%)	911,250.00	100.00%	911,250.00	911,250.00		
Construction Documents (35%)	1,275,750.00	99.66%	1,271,412.45	1,271,412.45		
Construction Administration (25%)	911,250.00	42.40%	386,370.00	350,831.25	35,538.75	
Construction Administration Invoice Correction		-4.32%	-39,375.00	-39,375.00		
<b>Total Fees</b>	<b>3,645,000.00</b>	<b>84.40%</b>	<b>3,076,407.45</b>	<b>3,040,868.70</b>	<b>35,538.75</b>	<b>35,538.75</b>

**Reimbursable Expenses NTE \$39,000.00**

- Travel / Meals
- Reproduction / Photography
- Phone / Fax
- Courier / Postage
- Other

Total Reimbursables

TOTAL DUE THIS INVOICE

\$35,538.75

Submitted by:

*[Signature]*  
William H. Golson Jr, AIA Project Manager

**RECEIVED**  
APR 08 2008  
BY: *[Signature]*

Please remit payment to: Rosser International, Inc. • PO Box

TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJECT TO

Direct any questions about this invoice to:

524 West Peachtree Street



FM1477

PO# 0472834

R# 19341



OK to pay  
5-5-8

AS PER ORIGINAL

# ROSSER JUSTICE SYSTEMS

A division of Rosser International, Inc.

## INVOICE

Invoice Number **088675**

Fort Bend County  
Facilities Management and Planning  
1402 Band Road, Suite 100  
Rosenberg, Texas 77469

INVOICE DATE Mar-30-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 3/01/2008-3/30/2008

Service	Fee	Percent Complete	Total Fee Earned	Previously Invoiced	Current Fee Due	Current Total
<b>Basic Service not to exceed</b>	<b>3,645,000.00</b>					
Schematic Design (15%)	546,750.00	100.00%	546,750.00	546,750.00		
Design Development (25%)	911,250.00	100.00%	911,250.00	911,250.00		
Construction Documents (35%)	1,275,750.00	99.66%	1,271,412.45	1,271,412.45		
Construction Administration (25%)	911,250.00	46.29%	421,817.63	386,370.00	35,447.63	
<b>Construction Administration Invoice Correction</b>		<b>-4.32%</b>	<b>-39,375.00</b>	<b>-39,375.00</b>		
<i>(Must add CA corection line to regular CA to get correct percentage)</i>						
<b>Total Fees</b>	<b>3,645,000.00</b>	<b>85.37%</b>	<b>3,111,855.08</b>	<b>3,076,407.45</b>	<b>35,447.63</b>	<b>35,447.63</b>

**Reimbursable Expenses NTE \$39,000.00**

- Travel / Meals
- Reproduction / Photography
- Phone / Fax
- Courier / Postage
- Other

Total Reimbursables

**RECEIVED**  
APR 21 2008  
BY: *san*

TOTAL DUE THIS INVOICE

\$35,447.63

Submitted by:

*William H. Golson Jr.*  
William H. Golson Jr, AIA Project Manager

Please remit payment to: Rosser International, Inc. • PO Box 2  
**TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJECT TO**  
 Direct any questions about this invoice to: 524 West Peachtree Street • A



GL

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

**Date:** 29 Apr, 2008

**Contractor:** Rosser International, Inc.

**Contract:** Rosser Project #7026.00

**Job Name:** Fort Bend County Jail Expansion

**Progress Payment:** 017


**Percent Complete:** Schematic (15%) 100 %      Design Development (25%) 100 %

Construction Documents (35%) 99.66 %      Construction Administration (25%) 46.29 %

**Services Provided:** Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):.....	USD 3,645,000.00
Additional Services.....	USD 121,455.00
Amount of Contract with Additional Services Added.....	USD 3,766,455.00
Amount of Invoice #1 .....	USD 328,050.00
Amount of Invoice #2 .....	USD 207,765.00
Amount of Invoice #3 .....	USD 238,747.50
Amount of Invoice #4 .....	USD 252,199.50
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Amount of Invoice #10.....	USD 244,246.94
Amount of Invoice #11.....	USD 62,876.25
Amount of Invoice #12.....	USD 62,876.25
Amount of Invoice #13.....	USD 41,553.00
Amount of Invoice #14.....	USD 41,006.25
Amount of Invoice #15.....	USD 35,538.75
Additional Services Invoice.....	USD 121,455.00
<b>Amount of Invoice #17.....</b>	<b>USD 35,447.63</b>
<b>Subtotal.....</b>	<b>USD 35,447.63</b>
Reimbursables.....	USD 0.00
Retention (none, per agreement).....	USD 0.00
<b>Total to be paid this invoice .....</b>	<b>USD 35,447.63</b>
Remaining Balance this Contract.....	USD 533,144.93

Submitted By:

  
Steven D. Ohm  
Project Manager

RECEIVED

APR 30 2008

BY: 

AGENDA ITEM <sup>12E</sup>

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

Date Submitted: May 6, 2008	Submitted By: Jacque Burgess
Court Agenda Date: May 13, 2008	Department: Facilities Management & Planning Phone Number: 281/633-7017

**SUMMARY OF ITEM: A. Approve Paradigm Invoice No. 43325 in the amount of \$13,175.75 for Professional Services rendered on the Fort Bend County Jail Expansion project. B. Approve Paradigm Invoice No. 43240 in the amount of \$1,135.00 for Professional Services rendered on the Fort Bend County Jail Expansion Project.**

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

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

BUDGETED ITEM:    YES                       NO

FUNDNG SOURCE: P418B-06JAILEXP

REQUIRES AUDITOR TO CERTIFY FUNDS:    YES       NO

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)                      If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

Date: 30 April 2008  
 Contractor: Paradigm Consultants  
 Contract No.: Paradigm Project #07-2120  
 Job Name: Fort Bend County Jail Expansion  
 Progress Payment 011  
 Services Provided: Materials Testing

Amount of Contract (Not to Exceed):	USD	190,176.00
Invoice #1 (Dated 9-10-07):	USD	6,100.50
Invoice #2 (Dated 10-10-07):	USD	17,799.25
Invoice #3 (Dated 11-7-07):	USD	28,573.25
Invoice #4 (Inv. 43091):	USD	810.00
Invoice #5 (inv. 43089):	USD	3,698.00
Invoice #6 (Inv. 43090):	USD	13,488.75
Invoice #7 (Inv. 43039):	USD	16,326.75
Invoice #8 (Inv. 43042):	USD	6,916.53
Invoice #9 (Inv. 43239):	USD	14,284.00
Invoice #10 (Inv. 43240):	USD	1,135.00
Invoice #11 (Inv. 43325):	USD	13,175.75
Subtotal	USD	13,175.75
Total to be paid this invoice:	USD	13,175.75
Remaining Balance this Contract:	USD	67,868.22

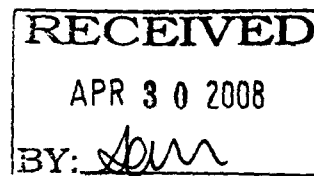
Submitted By:

Steve Ohm  
 Project Manager



Distribution:

- Facilities Director
- Document Control (E-Project)
- File



## Project Execution Report for Progress Payments

Date: 19 February 2008  
 Contractor: Paradigm Consultants  
 Contract No.: Paradigm Project #07-2120  
 Job Name: Fort Bend County Jail Expansion  
 Progress Payment 010  
 Services Provided: Materials Testing

Amount of Contract (Not to Exceed):	USD	190,176.00
Invoice #1 (Dated 9-10-07):	USD	6,100.50
Invoice #2 (Dated 10-10-07):	USD	17,799.25
Invoice #3 (Dated 11-7-07):	USD	28,573.25
Invoice #4 (Inv. 43091):	USD	810.00
Invoice #5 (inv. 43089):	USD	3,698.00
Invoice #6 (Inv. 43090):	USD	13,488.75
Invoice #7 (Inv. 43039):	USD	16,326.75
Invoice #8 (Inv. 43042):	USD	6,916.53
Invoice #9 (Inv. 43239):	USD	14,284.00
Invoice #10 (Inv. 43240):	USD	1,135.00
Subtotal	USD	1,135.00
Total to be paid this invoice:	USD	1,135.00
Remaining Balance this Contract:	USD	81,043.97

Submitted By: 

Steve Ohm  
 Project Manager

### Distribution:

- Facilities Director
- Document Control (E-Project)
- File

PO# 0473050

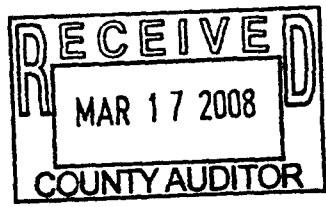
R# 19265



Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
Houston, Texas 77092
Ph: 713-686-6771 / Fax: 713-686-6795
www.paradigmconsultants.com
Tax ID No. 76-0468850

Handwritten signature and date 5-5-8

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

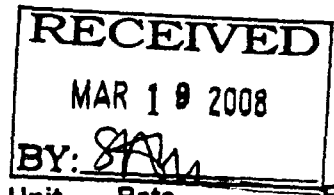


March 10, 2008
Project No: 07-2120
Invoice No: 43325

Project Manager John Pearson

AS PER ORIGINAL

Project 07-2120 Fort Bend County Jail Expansion



Services from February 1, 2008 to February 29, 2008

Table with columns: Date, Rpt Rep, Remarks, Description, Qty, Unit, Rate, Fee. Contains 20 rows of service entries.

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

Project	07-2120	Fort Bend County Jail Expansion	Invoice 43325			
02/09/08	311 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/12/08	312 EC Rebar Insp.	Technician	1.50	Hr	50.00	75.00
02/12/08	312 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/12/08	313 EC Post Tension Lay-out	Technician	2.00	Hr	50.00	100.00
02/13/08	314 EC Concrete Insp.	Technician	5.00	Hr	50.00	250.00
02/13/08	314 EC Cylinders	Compressive Strength - cylinders	17.00	Ea	13.50	229.50
02/13/08	314 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/14/08	315 EC Rebar Insp.	Technician	2.50	Hr	50.00	125.00
02/14/08	315 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/14/08	316 EC Concrete Insp.	Technician	4.00	Hr	50.00	200.00
02/14/08	316 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/14/08	316 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/14/08	317 VOID	No Charge	1.00	NC	0.00	0.00
02/15/08	318 EC P.T. Stressing	Technician	8.00	Hr	50.00	400.00
02/15/08	319 EC Rebar Insp.	Technician, Overtime	4.00	Hr	75.00	300.00
02/15/08	319 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/15/08	320 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/15/08	321 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/16/08	321 EC Cylinder P/U	Technician, Overtime	0.50	Hr	75.00	37.50
02/16/08	321 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/18/08	322 EC Rebar Insp.	Technician	1.50	Hr	50.00	75.00
02/18/08	322 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/18/08	323 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/18/08	325 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/19/08	324 EC Post Tension Lay-out	Technician	8.00	Hr	50.00	400.00
02/19/08	325 EC Rebar Insp.	Senior Roofing Technician, Overtime	3.00	Hr	105.00	315.00
02/19/08	326 EC Cylinders	Compressive Strength - cylinders	28.00	Ea	13.50	378.00
02/19/08	327 EC Rebar Insp.	Senior Roofing Technician, Overtime	3.00	Hr	105.00	315.00
02/19/08	328 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/20/08	329 EC Rebar Insp.	Technician	2.25	Hr	50.00	112.50
02/20/08	329 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/21/08	332 EC Concrete Insp.	Technician	8.00	Hr	50.00	400.00
02/21/08	332 EC Concrete Insp.	Technician, Overtime	2.50	Hr	75.00	187.50
02/21/08	332 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00

AS PER ORIGINAL

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts. Page 2

Project	07-2120	Fort Bend County Jail Expansion	Invoice 43325			
02/21/08	332 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/22/08	333 RB P.T. Stressing	Technician	8.00	Hr	50.00	400.00
02/22/08	333 RB P.T. Stressing	Technician, Overtime	1.25	Hr	75.00	93.75
02/22/08	333 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/22/08	334 EC Rebar Insp.	Technician	8.00	Hr	50.00	400.00
02/22/08	334 EC Rebar Insp.	Technician, Overtime	1.25	Hr	75.00	93.75
02/22/08	334 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/22/08	335 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/22/08	336 RB Post Tension Lay Out (N/C)	No Charge	1.00	NC	0.00	0.00
02/25/08	337 EC Concrete Insp.	Technician	4.00	Hr	50.00	200.00
02/25/08	337 EC Cylinders	Compressive Strength - cylinders	12.00	Ea	13.50	162.00
02/25/08	337 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/26/08	337 EC Cylinder P/U	Technician	0.25	Hr	50.00	12.50
02/26/08	337 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/27/08	338 EC P.T. Stressing	Technician	8.00	Hr	50.00	400.00
02/27/08	338 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/27/08	339 EC Rebar Insp.	Technician, Overtime	0.75	Hr	75.00	56.25
02/27/08	340 EC Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
02/27/08	340 EC Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
02/27/08	340 EC Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
02/28/08	341 EC Concrete Insp.	Technician	6.00	Hr	50.00	300.00
02/28/08	341 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/28/08	341 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/28/08	342 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/29/08	343 EC Rebar Insp.	Technician	5.00	Hr	50.00	250.00
02/29/08	343 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/29/08	344 EC P.T. Stressing	Technician	3.00	Hr	50.00	150.00
02/29/08	345 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
02/29/08	346 EC Post Tension Lay Out	Senior Roofing Technician, Overtime	3.00	Hr	105.00	315.00
02/29/08	JDP Month	Project Manager	8.50	Hr	90.00	765.00
			<b>285.25</b>			<b>13,175.75</b>

AS PER ORIGINAL

**CURRENT TOTAL NOW DUE >>> \$13,175.75**

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the Page 3 invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

Project

07-2120

Fort Bend County Jail Expansion

Invoice 43325

PLEASE REMIT PAYMENTS TO:  
PARADIGM CONSULTANTS INC  
2501 CENTRAL PARKWAY SUITE A3  
HOUSTON TEXAS 77092

AS PER ORIGINAL

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the Page 4 invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.



PO# 0413050  
R# 19267

AS PER ORIGINAL  
Paradigm Consultants, Inc.  
2501 Central Parkway, Suite A3  
Houston, Texas 77092  
Ph: 713-686-6771 / Fax: 713-686-6795  
www.paradigmconsultants.com  
Tax ID No. 76-0466850

*John Pearson*  
6-5-08

Fort Bend County Auditors Office  
301 Jackson  
Richmond, TX 77469

February 8, 2008  
Project No: 07-2120  
Invoice No: 43240

Project Manager John Pearson

Project 07-2120 Fort Bend County Jail Expansion

\* CONTRACTOR EXPENSES \*

Services from January 1, 2008 to January 31, 2008

Date	Rpt Rep	Remarks	Description	Qty	Unit	Rate	Fee
01/08/08	257C	JL Rebar Insp.	Technician	3.75	Hr	50.00	187.50
01/08/08	257C	JL Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/16/08	271C	RB Standby Time	Technician	1.50	Hr	50.00	75.00
01/16/08	271C	RB Standby Time	Technician, Overtime	1.50	Hr	75.00	112.50
01/28/08	289C	EC Cancellation w/o notice	Technician	5.25	Hr	50.00	262.50
01/28/08	289C	EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/28/08	290C	RB Cancellation w/o notice	Technician	0.75	Hr	50.00	37.50
01/28/08	290C	RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/29/08	291C	EC Stand-by Time	Technician	2.00	Hr	50.00	100.00
				<b>17.75</b>			<b>1,135.00</b>

**CURRENT TOTAL NOW DUE >>> \$1,135.00**

PLEASE REMIT PAYMENTS TO:  
PARADIGM CONSULTANTS INC  
2501 CENTRAL PARKWAY SUITE A3  
HOUSTON TEXAS 77092

RECEIVED  
FEB 18 2008  
BY: *SPM*

RECEIVED  
FEB 11 2008  
COUNTY AUDITOR

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

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

Date Submitted: May 6, 2008	Submitted By: Jacque Burgess
Court Agenda Date: May 13, 2008	Department: Facilities Management & Planning Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve Paradigm Invoice No. 43239 in the amount of \$14,284.00 for Professional Services rendered on the Fort Bend County Jail Expansion project.

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** P418B-06JAILEXP

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

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

(F)

Date Submitted: May 6, 2008	Submitted By: Jacque Burgess
Court Agenda Date: May 13, 2008	Department: Facilities Management & Planning Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve Paradigm Invoice No. 43326 in the amount of \$872.50 for Professional Services rendered on the Fort Bend County Jail Expansion project.

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** P418B-06JAILEXP

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

Date: 19 February 2008  
 Contractor: Paradigm Consultants  
 Contract No.: Paradigm Project #07-2120  
 Job Name: Fort Bend County Jail Expansion  
 Progress Payment 009  
 Services Provided: Materials Testing

Amount of Contract (Not to Exceed):	USD	190,176.00
Invoice #1 (Dated 9-10-07):	USD	6,100.50
Invoice #2 (Dated 10-10-07):	USD	17,799.25
Invoice #3 (Dated 11-7-07):	USD	28,573.25
Invoice #4 (Inv. 43091):	USD	810.00
Invoice #5 (inv. 43089):	USD	3,698.00
Invoice #6 (Inv. 43090):	USD	13,488.75
Invoice #7 (Inv. 43039):	USD	16,326.75
Invoice #8 (Inv. 43042):	USD	6,916.53
Invoice #9 (Inv. 43239):	USD	14,284.00
Subtotal	USD	14,284.00
Total to be paid this invoice:	USD	14,284.00
Remaining Balance this Contract:	USD	82,178.97

Submitted By:   
 Steve Ohm  
 Project Manager

### Distribution:

- Facilities Director
- Document Control (E-Project)
- File

FM 1247

PO# 0473050  
R# 19477

*Ok  
All  
5-5-08*



**Paradigm Consultants, Inc.**  
2501 Central Parkway, Suite A3  
Houston, Texas 77092  
Ph: 713-686-6771 / Fax: 713-686-6795  
www.paradigmconsultants.com  
Tax ID No. 76-0466850

Fort Bend County Auditor's Office  
301 Jackson  
Richmond, TX 77469



February 8, 2008  
Project No: 07-2120  
Invoice No: 43239

Project Manager John Pearson

Project 07-2120 Fort Bend County Jail Expansion  
Services from January 1, 2008 to January 31, 2008

Date	Rpt Rep	Remarks	Description	Qty	Unit	Rate	Fee
01/04/08	225 MT	Rebar Insp.	Technician	1.75	Hr	50.00	87.50
01/04/08	225 MT	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/04/08	256 CR	Concrete Insp.	Technician	2.25	Hr	50.00	112.50
01/04/08	256 CR	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/04/08	256 CR	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/05/08	256 SL	Cylinder P/U	Technician, Overtime	0.50	Hr	75.00	37.50
01/05/08	256 SL	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/09/08	258 EC	Rebar Insp.	Technician	4.50	Hr	50.00	225.00
01/09/08	258 EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/09/08	259 EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/10/08	260 RB	Post Tension Layout	Technician	8.00	Hr	50.00	400.00
01/10/08	261 RB	Rebar Insp.	Technician, Overtime	4.00	Hr	75.00	300.00
01/10/08	261 RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	262 EC	Cylinders	Compressive Strength - cylinders	20.00	Ea	13.50	270.00
01/11/08	263 EC	Rebar Insp.	Technician	8.00	Hr	50.00	400.00
01/11/08	263 EC	Rebar Insp.	Technician, Overtime	7.00	Hr	75.00	525.00
01/11/08	263 EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	264 EC	VOID	No Charge	1.00	NC	0.00	0.00
01/12/08	265 MT	Concrete Insp.	Technician, Overtime	4.00	Hr	75.00	300.00
01/12/08	265 MT	Cylinders	Compressive Strength - cylinders	8.00	Ea	13.50	108.00
01/12/08	265 MT	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/14/08	266 JP	Rebar Insp.	Technician	3.25	Hr	50.00	162.50
01/14/08	266 JP	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00

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Project	07-2120	Fort Bend County Jail Expansion	Invoice 43239			
01/14/08 267 AK Cylinders		Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/14/08 268 AK PT Stressing		Technician	6.75	Hr	50.00	337.50
01/14/08 268 AK Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/15/08 269 AK PT Stressing		Technician	4.50	Hr	50.00	225.00
01/15/08 269 AK Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/15/08 270 EC Concrete Insp.		Technician	2.50	Hr	50.00	125.00
01/15/08 270 EC Cylinders		Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/15/08 270 EC Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/16/08 271 RB Post Tension Layout		Technician	6.50	Hr	50.00	325.00
01/16/08 271 RB Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/16/08 272 RB Rebar Insp.		No Charge	1.00	NC	0.00	0.00
01/16/08 273 EC Cylinders		Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/17/08 274 EC Cylinders		Compressive Strength - cylinders	12.00	Ea	13.50	162.00
01/17/08 275 EC Rebar Insp.		Technician	8.00	Hr	50.00	400.00
01/17/08 275 EC Rebar Insp.		Technician, Overtime	2.50	Hr	75.00	187.50
01/17/08 275 EC Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/18/08 276 EC Rebar Insp.		Technician	8.00	Hr	50.00	400.00
01/18/08 276 EC Rebar Insp.		Technician, Overtime	1.50	Hr	75.00	112.50
01/18/08 276 EC Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/18/08 277 EC Cylinders		Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/19/08 276 LI Cylinder P/U		Technician, Overtime	1.00	Hr	75.00	75.00
01/19/08 276 LI Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/21/08 278 RB Post Tension Layout		Technician	4.00	Hr	50.00	200.00
01/21/08 278 RB Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/21/08 279 RB Rebar Insp.		Technician	4.00	Hr	50.00	200.00
01/21/08 279 RB Rebar Insp.		Technician, Overtime	3.50	Hr	75.00	262.50
01/21/08 280 EC Cylinders		Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/22/08 281 EC Cylinders		Compressive Strength - cylinders	10.00	Ea	13.50	135.00
01/22/08 282 EC Rebar Insp.		Technician	8.00	Hr	50.00	400.00
01/22/08 282 EC Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/23/08 283 RB P.T. Stressing		Technician	7.75	Hr	50.00	387.50
01/23/08 283 RB Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/23/08 284 EC Rebar Insp.		Technician	2.00	Hr	50.00	100.00
01/23/08 284 EC Vehicle		Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the Page 2 invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

Project	07-2120	Fort Bend County Jail Expansion	Invoice 43239			
01/23/08	285 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/24/08	286 EC Rebar Insp.	Technician	2.00	Hr	50.00	100.00
01/24/08	286 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/25/08	287 EC Concrete Insp.	Technician	5.00	Hr	50.00	250.00
01/25/08	287 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/25/08	287 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/26/08	288 RB P.T. Stressing	Technician, Overtime	7.75	Hr	75.00	581.25
01/26/08	288 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/29/08	291 EC Rebar Insp.	Technician	2.50	Hr	50.00	125.00
01/29/08	291 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/29/08	292 RB Post Tension Layout	Technician	1.00	Hr	50.00	50.00
01/29/08	293 RB Rebar Insp.	Technician	0.75	Hr	50.00	37.50
01/29/08	293 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/30/08	294 EC Cylinders	Compressive Strength - cylinders	10.00	Ea	13.50	135.00
01/30/08	295 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/30/08	296 EC Rebar Insp.	Technician	8.00	Hr	50.00	400.00
01/30/08	296 EC Rebar Insp.	Technician, Overtime	4.25	Hr	75.00	318.75
01/30/08	296 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/30/08	297 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/31/08	298 EC Rebar Insp.	Technician	2.50	Hr	50.00	125.00
01/31/08	298 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/31/08	299 RB P.T. Stressing	Technician	7.50	Hr	50.00	375.00
01/31/08	299 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/31/08	JDP Month	Project Manager	11.00	Hr	90.00	990.00
			<b>299.00</b>			<b>14,284.00</b>

**CURRENT TOTAL NOW DUE >>> \$14,284.00**

PLEASE REMIT PAYMENTS TO:  
 PARADIGM CONSULTANTS INC  
 2501 CENTRAL PARKWAY SUITE A3  
 HOUSTON TEXAS 77092

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MI 311

PO# 0473050  
R# 19266

*John Pearson*  
*5-5-08*



**Paradigm Consultants, Inc.**  
2501 Central Parkway, Suite A3  
Houston, Texas 77092  
Ph: 713-686-6771 / Fax: 713-686-6795  
www.paradigmconsultants.com  
Tax ID No. 76-0466850

Fort Bend County Auditors Office  
301 Jackson  
Richmond, TX 77469

March 10, 2008  
Project No: 07-2120  
Invoice No: 43326

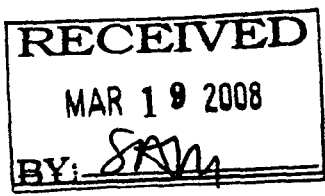
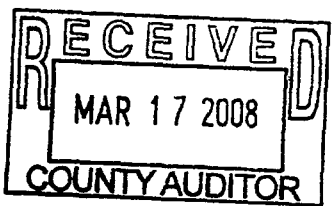
Project Manager John Pearson

Project 07-2120 Fort Bend County Jail Expansion  
\* CONTRACTOR EXPENSES \*  
Services from February 1, 2008 to February 29, 2008

Date	Rpt Rep	Remarks	Description	Qty	Unit	Rate	Fee
02/07/08	309C EC	Cancellation w/o notice	Technician	0.75	Hr	50.00	37.50
02/07/08	309C EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/20/08	330C EC	Cancellation w/o notice	Technician	0.75	Hr	50.00	37.50
02/20/08	330C EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/21/08	331C RB	Cancellation w/o notice	Technician	8.00	Hr	50.00	400.00
02/21/08	331C RB	Cancellation w/o notice	Technician, Overtime	0.50	Hr	75.00	37.50
02/21/08	331C RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
						<b>13.00</b>	<b>872.50</b>

**CURRENT TOTAL NOW DUE >>> \$872.50**

PLEASE REMIT PAYMENTS TO:  
PARADIGM CONSULTANTS INC  
2501 CENTRAL PARKWAY SUITE A3  
HOUSTON TEXAS 77092



This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

GL

# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

Date: 30 April 2008  
 Contractor: Paradigm Consultants  
 Contract No.: Paradigm Project #07-2120  
 Job Name: Fort Bend County Jail Expansion  
 Progress Payment 012  
 Services Provided: Materials Testing

Amount of Contract (Not to Exceed):	USD	190,176.00
Invoice #1 (Dated 9-10-07):	USD	6,100.50
Invoice #2 (Dated 10-10-07):	USD	17,799.25
Invoice #3 (Dated 11-7-07):	USD	28,573.25
Invoice #4 (Inv. 43091):	USD	810.00
Invoice #5 (inv. 43089):	USD	3,698.00
Invoice #6 (Inv. 43090):	USD	13,488.75
Invoice #7 (Inv. 43039):	USD	16,326.75
Invoice #8 (Inv. 43042):	USD	6,916.53
Invoice #9 (Inv. 43239):	USD	14,284.00
Invoice #10 (Inv. 43240):	USD	1,135.00
Invoice #11 (Inv. 43325):	USD	13,175.75
Invoice #12 (Inv. 43326):	USD	872.50
Subtotal	USD	872.50
Total to be paid this invoice:	USD	872.50
Remaining Balance this Contract:	USD	66,995.72

Submitted By:

  
 Steve Ohm  
 Project Manager

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

<b>Date Submitted:</b> May 7, 2008	<b>Submitted By:</b> Jacque Burgess
<b>Court Agenda Date:</b> May 13, 2008	<b>Department:</b> Facilities Management & Planning
	<b>Phone Number:</b> 281/633-7017

**SUMMARY OF ITEM:** Approve Bass Construction Invoice No. 08-003-2 in the amount of \$77,184.27 for Design Services rendered on the Fort Bend County Tax Office.

**RENEWAL AGREEMENT/APPOINTMENT:** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**List Supporting Documents Attached:** Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** P418B-06TAXOFF

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

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):** Please Approve

M1320 PO#11704  
R#19555

**BassCon Corp.**  
1124 Damon St.  
Rosenberg, Texas 77471

*OK to sign*  
*5-7-08*

**REQUISITION FOR PAYMENT**

TO: Facilities & Planning Dept.  
1402 Band Rd., Suite 100  
Rosenberg, TX 77471

DATE OF INVOICE: 5/1/2008  
INVOICE NO. 08-003-2  
JOB NO. 08-003

PROJECT NAME: Fort Bend County Tax Office

ITEM OF WORK: Design Services

COVERING PERIODS FROM: 3/20/08 TO 4/30/08

ORIGINAL CONTRACT AMOUNT \$ 135,411.00

TOTAL WORK COMPLETED TO DATE (90%) \$ 121,869.90

LESS RETAINAGE (10%) (N/A) -

NET AMOUNT DUE TO DATE \$ 121,869.90

LESS AMOUNTS PREVIOUSLY PAID 44,685.63

AMOUNT DUE THIS ESTIMATE \$ 77,184.27

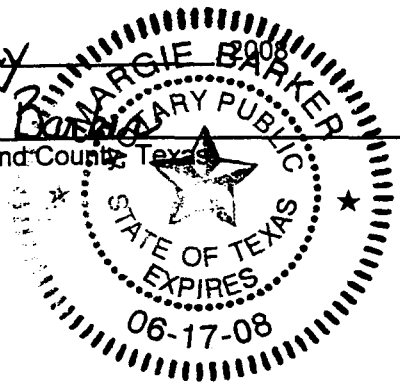
BALANCE TO COMPLETE INCLUDING RETAINAGE \$ 13,541.10

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

SUBSCRIBED AND SWORN BEFORE ME ON

this 1st DAY OF May

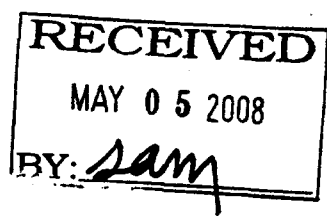
Notary Margie Barker  
In and for Fort Bend County, Texas



[Signature]  
Authorized Signature

BassCon Corp.  
Company Name

Affix Seal



FM152U

**BassCon Corp.**  
1124 Damon St.  
Rosenberg, Texas 77471

**REQUISITION FOR PAYMENT**

TO: Facilities & Planning Dept.  
1402 Band Rd., Suite 100  
Rosenberg, TX 77471

DATE OF INVOICE: 6/1/2008  
INVOICE NO. 08-003-2  
JOB NO. 08-003

PROJECT NAME: Fort Bend County Tax Office

ITEM OF WORK: Design Services

COVERING PERIODS FROM: 3/20/08 TO 4/30/08

ORIGINAL CONTRACT AMOUNT	\$	<u>135,411.00</u>
TOTAL WORK COMPLETED TO DATE (90%)	\$	<u>121,869.90</u>
LESS RETAINAGE (10%) (NA)		<u>                  </u>
NET AMOUNT DUE TO DATE	\$	<u>121,869.90</u>
LESS AMOUNTS PREVIOUSLY PAID		<u>44,885.63</u>
AMOUNT DUE THIS ESTIMATE	\$	<u>77,184.27</u>
BALANCE TO COMPLETE INCLUDING RETAINAGE	\$	<u>13,541.10</u>

*Approved*  
*[Signature]*  
5.7.08

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

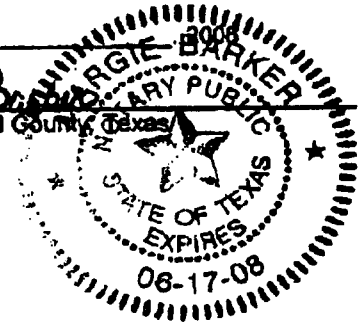
SUBSCRIBED AND SWORN BEFORE ME ON

[Signature]  
Authorized Signature

BassCon Corp.  
Company Name

this 1<sup>st</sup> DAY OF May

Notary Margie Barker  
In and for Fort Bend County, Texas



Affix Seal

RECEIVED  
MAY 07 2008  
BY: Sam

RECEIVED  
MAY 05 2008  
BY: Sam

May 7, 2008

Dear Judge and Commissioners:

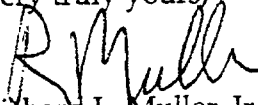
The Board of Directors of the Authority reviewed the following item at their regular meeting held on March 19, 2008, and makes the following recommendation to Commissioners Court:

1. Approval of Engineering Services Agreement in the amount of \$52,348.00 with Carter & Burgess, Inc. for the design of intersection improvements at State Highway 6 and the Fort Bend Parkway, Project A.

A copy of the agreement is attached. Please place this item for consideration by Commissioners Court on the agenda for the meeting scheduled on May 13, 2008.

As always, if you should have any questions regarding this matter, please don't hesitate to contact any member of the Board of Directors or the Authority's consultants.

Very truly yours, *me*



Richard L. Muller, Jr.  
Allen Boone Humphries Robinson LLP  
713-860-6402

**ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and Carter & Burgess, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBCTRA proposes to construct intersection improvements at the Fort Bend Parkway and State Highway 6, called the Fort Bend Parkway Project A ("the Project");

WHEREAS, the FBCTRA, desires to enter into an agreement for the performance by Engineer of professional services during the Project:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. General

The Engineer shall render professional services to FBCTRA related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. Compensation for the performance of services within the Scope of Services will be a Lump Sum in the amount of \$52,348.00. This Lump Sum includes all charges for professional services, which will be provided by C&B and all outside sources and an estimate of expenses. Should actual expenses exceed the Lump Sum amount, C&B will submit a statement within thirty (30) days of completion of Services for such expenses. Compensation for Additional Services will be hourly based on the schedule set forth in Attachment B (billing rates and classifications).
- b. All performance of the Scope of Services and any Additional Services including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBCTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs, and subcontracts are

reasonable and necessary for the performance of such services. Out-of-pocket expenses costs may be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made on the basis of project completion certificate and, for Additional Services, time and expense records and in accordance with those payment procedures set forth in subparagraph b. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.

- c. Where subcontractors are employed by the Engineer to perform services specified in this Agreement, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBCTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBCTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBCTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBCTRA.) It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County employees established by the Fort Bend County Auditor. The FBCTRA 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. The County shall pay each such invoice as approved by the FBCTRA within thirty (30) calendar days after the FBCTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end 180 calendar days from that date. The expiration of this time of performance does not terminate this contract. Any delays in or failure of performance by Engineer or FBCTRA, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of FBCTRA or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of

workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of FBCTRA or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

4. The FBCTRA's Option to Terminate

- a. The FBCTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBCTRA shall compensate the Engineer in accordance with paragraph 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBCTRA. The Engineer's final invoice for said services will be presented to and paid by the FBCTRA in the same manner set forth in paragraph 2(b), above.
- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the FBCTRA and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the FBCTRA terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBCTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBCTRA within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

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5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBCTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBCTRA subject to all of the following terms and conditions; provided, however, FBCTRA shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to FBCTRA within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBCTRA will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at District's sole risk and without liability or legal exposure to Engineer.

FBCTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and FBCTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to FBCTRA all of Engineer worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBCTRA that Engineer is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain in the sole and exclusive properties of FBCTRA and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA will approve

assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBCTRA's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Olen Howard, P. E. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBCTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the FBCTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBCTRA

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBCTRA. Responsibility to the FBCTRA for sublet work shall remain with the Engineer.

10. Conference

At the request of the FBCTRA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the FBCTRA, or at the site of the Project, and shall permit inspections of its offices by the FBCTRA, or others when requested by the FBCTRA.

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBCTRA's Executive Director and shall furnish competent expert engineering witnesses

to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the schedule contained in Exhibit B-1.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBCTRA with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/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:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$3,000,000	general aggregate limit
\$2,000,000	each occurrence, combined single limit

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Rt. Turn Lane @ FB Parkway & SH6

\$2,000,000	aggregate Products, combined single limit
\$2,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$3,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$3,000,000 each claim/annual aggregate.

The FBCTRA and the FBCTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."

14. Indemnification

With respect to claims brought by third parties against either Engineer of the FBCTRA relating to the property or facilities with respect to which this Agreement pertains, Engineer and the FBCTRA agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**

FBPTR  
Rt. Turn Lane @ FB Parkway & SH6

- b. In the event that both the FBCTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBCTRA and the Engineer agree to submit the dispute to mediation. In the event the FBCTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBCTRA and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBCTRA under this Agreement shall be delivered to the Fort Bend County Toll Road Authority, P.O. Box 2789, Sugar Land, Texas 77487-9740, Attention: Bill Jameson, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. 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 Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Carter & Burgess, Inc., 55 Waugh Drive, Suite 800, Houston, Texas 77007-5583, or such other place or places as the Engineer may designate by written notice delivered to the FBCTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBCTRA's Acts

Anything to be done under this Agreement by the FBCTRA may be done by such persons, corporations, or firms as the FBCTRA may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBCTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law. Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The FBCTRA and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Appendices


The Appendices attached to this Agreement, which consists of:

Attachment A      Scope of Services

Attachment B      Compensation for Additional Services

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 19th day of March, 2008.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a local government  
Texas corporation

By:   
James D. Condrey  
Chairman, Board of Directors

ATTEST:

By:   
Charles Rencher  
Secretary, Board of Directors

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FBPTR  
Rt. Turn Lane @ FB Parkway & SH6

IN WITNESS WHEEOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 19th day of March, 2008.

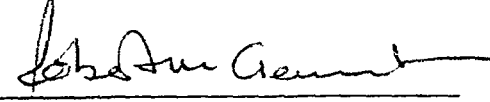
FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a local government  
Texas corporation

By: \_\_\_\_\_  
James D. Condrey  
Chairman, Board of Directors

ATTEST:

By \_\_\_\_\_  
Charles Rencher  
Secretary, Board of Directors

\_\_\_\_\_  
CARTER & BURGESS, INC.  
ENGINEER

By: 

Name: \_\_\_\_\_ Robert M. Clement

Title: \_\_\_\_\_ Vice President

## ATTACHMENT A

### SCOPE OF SERVICES BY THE ENGINEER

#### 1. General

In general, and except as may be modified herein or directed by the Fort Bend County Toll Road Authority (FBCTRA), engineering design, plans and specifications will follow the usual practices of the Texas Department of Transportation, will be in conformance with FBCTRA Project Procedures and Design Criteria Manual. The Engineer will perform all requisite engineering design services for the Project, including route and alignment studies and engineering analysis.

#### 2. Type of Service

The engineering services to be performed by the Engineer are those services which are necessary to create an exclusive right turn lane from SH 6 westbound to the Fort Bend Parkway (Parkway) northbound. A third lane will be added to the northbound Parkway access road to tie into the existing outside lane south of Trammel-Fresno Road. "Design Phase Services" will include the preparation of designs, construction plans, specifications, and other items of work related thereto. Design Phase Services will include, but are not limited to the general type and classifications listed in the following:

#### DESIGN PHASE SERVICES

##### A. Route and Design Studies (Function Code 110)

###### 1. Data Gathering

Gather existing data to be used for the proposed design including existing traffic data, design plans and right-of-way maps. The existing plans are to be used as the basis of the study.

###### 2. Traffic Operations Design

Analyze the traffic data gathered and determine/optimize the Parkway/SH 6 intersection geometry. Signal operations will be analyzed as a component of this task.

###### 3. Geometric Design

Layout the proposed lane relative to the existing topography and make necessary modifications to the SH 6 intersection to affect a double right turn movement. Tie the proposed northbound lane into the existing right turn lane south of Trammel-Fresno Road.

##### B. Right-of-way Data (Function Code 130)

###### 1. Determine the right-of-way needs relative to the existing right-of-way map and compute the needed right-of-way.

###### 2. Prepare parcel sketches along with meets and bounds descriptions for two parcels.

3. Stake right-of-way in the field.
- C. Roadway Design Controls (Function Code 160)
1. Prepare existing and proposed typical sections of all roadway elements
  2. Prepare plan and profile sheets showing horizontal and vertical geometric design.
  3. Prepare an earthwork analysis including cross-sections and a summary.
  4. Prepare quantity summaries.
  5. Assemble roadway standards.
- D. Drainage Design (Function Code 161)
1. Prepare drainage plans for modifications to the northbound access road storm sewer system.
  2. Prepare a storm water pollution prevention plan (SW3P) in accordance with TxDOT guidelines.
  3. Prepare summaries for inlets and SW3P.
  4. Assemble drainage standards and details.
- E. Signing, Markings, and Signalization (Function Code 162)
1. Prepare signing and pavement markings layout.
  2. Prepare small sign and pavement marking summaries.
  3. Assemble signing and pavement marking standards.
- F. Miscellaneous Roadway Design (Function Code 163)
1. Compute and tabulate construction quantities and prepare a construction cost estimate. In addition to individual quantity summary sheets, checked quantities for each pay item of work included in the proposal form for the construction contract shall be tabulated on a general summary sheet. Estimates will be prepared and submitted with each review submittal.
  2. Prepare roadway details sheets and modify construction standards as required.
  3. Prepare Title Sheet and Index Sheet. The Index Sheet will include a listing of the required construction standards approved by FBCTRA.
  4. Prepare construction traffic control plans which will include the following:
    - a. The sequence of construction and method of handling traffic during each phase.

- b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence, including signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channeling devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
  - c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
  - d. Road construction work hours will be developed based on traffic conditions.
5. Prepare illumination plan sheets and details including electrical circuit layouts.
  6. Prepare project specific specifications and general notes for construction letting.
  7. Prepare construction timeline to calculate the number of days required for construction.

ENGINEERING FEE ESTIMATE  
FORT BEND COUNTY TOLL ROAD AUTHORITY

JACOBS CARTER BURGESS - HOUSTON

ESTIMATED MANHOURS EACH WORK TASK

TASK AND DESCRIPTION	PROJECT DIRECTOR		PROJECT MANAGER		PROJECT ENGINEER		ASST. DES. ENGINEER(II)		SENIOR CADD TECH		CLERICAL		TOTAL HOURS	TOTAL COSTS
	Hours Per Sheet	Hours	Hours Per Sheet	Hours	Hours Per Sheet	Hours	Hours Per Sheet	Hours	Hours Per Sheet	Hours	Hours Per Sheet			
<b>DESIGN PHASE SERVICES</b>														
<b>A. PROJECT MANAGEMENT (F.C. 110)</b>														
1. Project Coordination and review (TxDOT, Missouri City)	8	15	0	0	0	0	0	0	0	0	0	0	24	\$ 4,860.00
2. Contract administration	2	6	0	0	0	0	0	0	0	0	0	0	18	\$ 2,330.00
3. Quality assurance / quality control	2	0	0	0	0	0	0	0	0	0	0	0	4	\$ 565.00
<b>SUBTOTALS</b>	<b>12</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>48</b>	<b>\$ 7,895.00</b>
<b>B. ROUTE AND DESIGN STUDIES (F.C. 110)</b>														
1. Data Gathering	0	1	0	0	0	0	12	0	0	0	0	0	13	\$ 1,008.00
2. Geometric Design	0	2	0	0	0	0	16	0	0	0	0	0	18	\$ 1,464.00
<b>SUBTOTALS</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>\$ 2,472.00</b>
<b>C. RIGHT-OF-WAY DATA (F.C. 130)</b>														
1. ROW Determination	2	2	0	0	0	0	6	0	0	0	0	0	12	\$ 1,302.00
2. Prepare Notes and Bounds Descriptions, Parcel Sketches and Stake ROW (See attachment)	2	2	0	0	0	0	6	0	0	0	0	0	12	\$ 5,752.00
<b>SUBTOTALS</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$ 7,114.00</b>
<b>D. ROADWAY DESIGN (F.C. 160)</b>														
1. Typical Sections	1	1	0	0	0	0	2	0	0	0	0	0	6	\$ 803.00
2. Roadway Plan & Profile (1"=100')	3	3	0	0	0	0	12	0	0	0	0	0	24	\$ 2,662.00
3. Quantity Summaries	1	1	0	0	0	0	4	0	0	0	0	0	13	\$ 1,006.00
4. Earthwork Analysis & Cross-sections	5	5	0	0	0	0	20	0	0	0	0	0	55	\$ 5,235.00
5. Roadway Standards	5	0	0	0	0	0	0	0	0	0	0	0	5	\$ 450.00
<b>SUBTOTALS</b>	<b>15</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>\$ 10,188.00</b>
<b>E. DRAINAGE DESIGN (F.C. 161)</b>														
1. Drainage Plan & Profile	2	4	0	0	0	0	0	0	0	0	0	0	24	\$ 2,758.00
2. SWAP Layout	2	2	0	0	0	0	4	0	0	0	0	0	18	\$ 1,632.00
3. Summaries	1	1	0	0	0	0	4	0	0	0	0	0	11	\$ 1,188.00
4. Drainage Standards & Details	5	0	0	0	0.5	2.5	0	0	0	0	0	0	8	\$ 720.00
<b>SUBTOTALS</b>	<b>10</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>20.5</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61</b>	<b>\$ 6,278.00</b>
<b>F. SIGNING, MARKINGS, AND SIGNALIZATION (F.C. 162)</b>														
1. Signing & Pavement Marking Layouts	4	4	0	0	0	0	0	0	0	0	0	0	32	\$ 3,924.00
2. Summaries	2	2	0	0	0	0	0	0	0	0	0	0	14	\$ 1,188.00
3. Signing & Pavement Marking Standards	6	0	0	0	0	0	0	0	0	0	0	0	6	\$ 640.00
<b>SUBTOTALS</b>	<b>12</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>\$ 5,892.00</b>
<b>G. MISCELLANEOUS ROADWAY (F.C. 163)</b>														
1. Title sheet	1	1	0	0	0	0	2	0	0	0	0	0	0	\$ 723.00
2. Index of Sheets	1	1	0	0	0	0	2	0	0	0	0	0	4	\$ 408.00
3. Advance Warning Sign Layout	1	1	0	0	0	0	0	0	0	0	0	0	8	\$ 936.00
4. Sequence of Construction	2	2	0	0	0	0	0	0	0	0	0	0	5	\$ 498.00
5. Traffic Control Plan (1"=100')(DB)	2	2	0	0	0	0	0	0	0	0	0	0	32	\$ 3,474.00
6. Quantity Summary	2	0	0	0	0	0	0	0	0	0	0	0	10	\$ 768.00
7. Illumination Layout (1"=100')	2	0	0	0	0	0	0	0	0	0	0	0	7	\$ 2,064.00
8. Standards	14	0	0	0	0	0	0	0	0	0	0	0	7	\$ 630.00
9. General notes/special specs/special prov.	0	0	0	0	0	0	0	0	0	0	0	0	22	\$ 1,898.00
10. Estimate and quantities	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 318.00
11. Construction Timeline	0	1	0	0	0	0	0	0	0	0	0	0	9	\$ 732.00
<b>SUBTOTALS</b>	<b>23</b>	<b>12</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>129</b>	<b>\$ 12,467.00</b>
Salary		\$75.00		\$38.00		\$23.00		\$30.00		\$87.50		\$22.50		
Overhead multiplier and profit		3.00		3.00		3.00		3.00		3.00		3.00		
<b>TOTALS</b>	<b>80</b>	<b>\$ 6,075.00</b>	<b>\$ 11,520.00</b>	<b>\$ 6,210.00</b>	<b>\$ 10,802.00</b>	<b>\$ 10,710.00</b>	<b>\$ 875.00</b>	<b>\$ 51,844.00</b>	<b>\$ 104.00</b>	<b>\$ 594.00</b>	<b>\$ 51,844.00</b>	<b>\$ 51,844.00</b>	<b>\$ 51,844.00</b>	<b>\$ 51,844.00</b>
<b>DIRECT COSTS</b>														
Reproductions or printing														\$ 300.00
Express deliveries														\$ 100.00
Auto mileage														\$ 104.00
<b>TOTAL (DESIGN PHASE)</b>														<b>\$ 52,348.00</b>

**JACOBS CARTER BURGESS****MEMO**

**TO** Olen Howard **DATE:** 11/27/2007  
**FROM** Randy Peacock  
**SUBJECT** Survey Estimate Hwy6 @ Fort Bend Parkway **PROJECT NO:** TBD

---

Estimate for providing survey services along the south side of Fort Bend Parkway between Trammel Fresno Road and State Highway 6.

The scope of the work will be to locate and verify the existing row line and additional property corners for approximately 1,950 linear feet, preparing two (2) Parcel sketches with metes and bounds descriptions and field staking corners. The parcel sketches and descriptions will be prepared to TxDOT standards.

3 Member Survey Crew	20 hrs @ \$135.00/hr	\$ 2,700.00
Survey Technician/CAD	24 hrs @ \$78.00/hr	\$ 1,872.00
Project Surveyor	4 hrs @ \$146.00/hr	\$ 584.00
Clerical Assistance	4 hrs @ \$49.00/hr	\$ 196.00
Abstracting Records Research		<u>\$ 400.00</u>
Total Estimate Right-of-Way Survey Services		\$ 5,752.00

Thanks for this opportunity to submit a proposal and if you have any questions please give me a call at x-2049.

**ATTACHMENT "B"**  
**Billing Rate Schedule**

<b>Job Description</b>	<b>Billing Rate</b>
PROJECT DIRECTOR	\$270.00
SENIOR PROJECT MANAGER	\$225.00
PROJECT ENGINEER	\$123.00
ENGINEER IN TRAINING	\$69.00
SENIOR TECHNICIAN	\$117.00
CLERICAL	\$72.00

**DIRECT EXPENSES**

<b>ITEM</b>	<b>UNIT</b>	
MILEAGE	At IRS Allowance	MILE
XEROX COPIES	\$0.15	EACH
DELIVERIES (Fedex/Courier)	At Cost	EACH

AGENDA ITEM  
14A

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

Date Submitted: *May 6, 2008*  
Court Date: *May 13, 2008*

Submitted By: *Capt. Mike Patton*  
Department: *Sheriff - Academy*  
Telephone: *281-341-4780*

SUMMARY OF ITEM: *Contract Amendment.*

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

FINANCIAL SUMMARY:

Budgeted Item: YES  NO  
Funding Source: FY08 Fund: Agency: Organization: Object: *N/A*  
Requires Auditor to Certify Funds: YES  NO

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

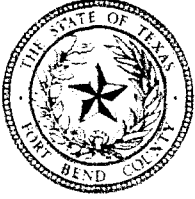
Original Form Submitted with back up to County Judge's Office:  (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to: (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

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

Recommendation:

*Please sign and return to Gus George Academy staff.  
This amendment has no effect on the way we do business  
with H-GAC. See Memo.*

*5-14-08 orig. ret. to Mike Patton at Sheriff*



**GUS GEORGE**  
**LAW ENFORCEMENT ACADEMY**  
Fort Bend County, Texas

**MILTON WRIGHT**  
Sheriff  
**LT. MICHAEL A. PATTON**  
Academy Director

(281) 341-4780  
Fax (281) 341-4789

**MEMORANDUM**

May 6, 2008

TO: Ann Werlein, Administrative Manager  
Office of the County Judge

FM: Captain Mike Patton *MP*

RE: Amendment - 2008 Law Enforcement Training Contract (Article 8)

The Criminal Justice planning manager at the Houston-Galveston area Council contacted me today and requested we have the attached amendment signed by the County Judge. I have also enclosed a copy of the original contract language. This is a result of an internal audit at H-GAC and is simply (in their words) a "house-cleaning" measure. This amendment has no substantive effect on the way the GGLEA conducts business with H-GAC. In fact, they are simply restoring the same language that has been in our contract for many years. If Judge Hebert can sign this without taking up space on the Commissioner's Court agenda then that would be preferred. If it has to go to Court then let me know what I need to do to get it on the agenda. Thanks for your help.

**AMENDMENT No. 1**  
**For the**  
Law Enforcement Training - General Provisions Intergovernmental Agreement  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Fort Bend County**

THIS AMENDMENT modifies the above referenced Contract as follows:

**Article 8 Program Income** is revised to read:

**Article 8 Tuition**

Contractor agrees to collect the required tuition for this course as shown in Attachment A. The amount of the tuition shall be deducted from the invoice for the total billed cost and shall be reflected on the Reimbursement Form (Attachment B) that is submitted with the invoice. All records of tuition shall be subject to audit by the Planning Agency or its designee upon reasonable written notice.

All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

\_\_\_\_\_  
Jack Steele, Executive Director

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signed for: **Fort Bend County**

\_\_\_\_\_  
County Judge

Printed - Name & Title:

Robert Hebert  
Name

County Judge  
Title

Date: May 13, \_\_\_\_\_, 2008

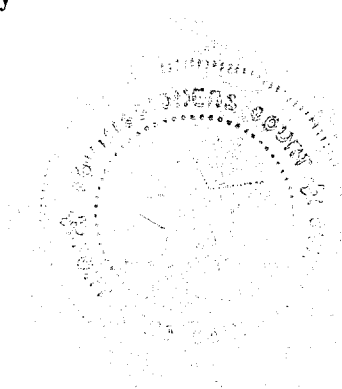
Attest for: **Fort Bend County**

\_\_\_\_\_  
Name

Printed - Name & Title:

Dianne Wilson County Clerk  
Title

Date: May 13 \_\_\_\_\_, 2008



courses described in the Law Enforcement Training Schedule unless amended by the Planning Agency and contractor as provided in Article 15.

#### **ARTICLE 8 PROGRAM INCOME**

Tuition collected shall be remitted to the Planning Agency following the first day of the course, and no later than thirty (30) days after completion of each course. All records of tuition shall be subject to audit by the Planning Agency or its designee upon reasonable written notice.

#### **ARTICLE 9 PERSONNEL**

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of H-GAC.

#### **ARTICLE 10 SUBCONTRACTS**

The Contractor shall furnish to the Planning Agency a copy of the completed "Agreement for Consultant/Instructor" when the Contractor uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of the contracting institution. Copies of the Agreement shall be kept on file at the Law Enforcement Academy. Copies of these shall be furnished to the Planning Agency upon request.

#### **ARTICLE 11 COPYRIGHTS AND RIGHTS IN DATA**

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultant agreements and other subcontracts emanating from this Contract.

#### **ARTICLE 12 LABOR STANDARDS**

The Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et seq.).

#### **ARTICLE 13 AGE DISCRIMINATION**

The Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et seq.).

#### **ARTICLE 14 INSURANCE**

The Contractor represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

14B  
14E

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008

On this the 13th day of May 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Narcotics Task Force - State Dept. #: 225560112

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	64500	\$ 166
TOTAL TRANSFERRED TO:		\$ 166

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property and Equipment	64000	\$ 166
TOTAL TRANSFERRED FROM:		\$ 166

EXPLANATION: Balance of funds needed to purchase replacement vehicle

Department Head: Kathleen Barnes Date: May 7, 2008

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

THE COUNTY OF FORT BEND  
BY: Robert E. Hebert  
Robert E. Hebert, County Judge

**FORT BEND COUNTY**      **FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
**RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE**

**DATE SUBMITTED:** May 1, 2008

**SUBMITTED BY:** Patsy Schultz, RTA  
**DEPARTMENT:** Tax Assessor /Collector  
**PHONE NO.:** 281-341-3735

**AGENDA ITEM**  
**15**

**AGENDA DATE:** May 13, 2008

**SUMMARY OF ITEM:** 2007 Destruction List – Recycle Auto documentation per State Archives Retention Schedule

**RENEWAL CONTRACT/AGREEMENT:**                      YES ( )    NO ( )

**REVIEWED BY COUNTY ATTORNEY'S OFFICE** YES ( )    NO ( )

**LIST SUPPORTING DOCUMENTS ATTACHED** Destruction list

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**    YES     NO

**FUNDING SOURCE:**    **FUND:** \_\_\_\_\_ **AGENCY:** \_\_\_\_\_ **ORGANIZATION:** \_\_\_\_\_ **OBJECT:** \_\_\_\_\_

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

**Original Form Submitted with back up to County Judge's Office:** ( x )

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

**If by fax to (281-341-8609)**

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

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

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to Departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Please list on consent agenda

**Record in the minutes the disposal of years 1992-2005 in Auto/Tax documentation such as Verifications/Farm Appl/Heavy Use/Tow TRK, Replacement permits April/May/June-2005, State Refunds 2002, Title Rejects – 1002 & older, Parks & Wildlife Boat Receipts 2003 and other documentation per State Archive Retention Schedule of destruction for the office of Patsy Schultz**

DEPARTMENT TAX OFFICE DEPT # 3 DATE 4/30/2008

"MISCELLANEOUS" (TyDot Forms)	
QTY	DESCRIPTION
1	VERIFICATIONS/FARM APPL/HEAVEY USE/TOW TRK
1	REPLACEMENT PERMITS APRIL/MAY/JUNE-2005
1	PERMITS SEPT/JULY-2005
1	STICKER BOOK-2005
1	STATE REFUNDS-2002
1	TITLE REJECTS-1992 & OLDER
1	PERMIT REPLACED-2005
1	PERMIT REPLACEMENT OCT/NOV/DEC-2005
1	NON-TITLE/130-U SL/R-2005
1	PARKS & WILDLIFE BOAT RECEIPTS-2003
1	PARKS & WILDLIFE RECEIPTS-2003

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008

On this the 13 day of May 2008, the Commissioners' Court, with the following members being present:

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

AGENDA ITEM

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Non Departmental Dept. #: 100409100

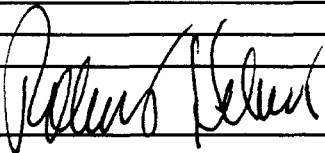
TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Non-Departmental Fees	63000	\$ 650,000
TOTAL TRANSFERRED TO:		\$ 650,000

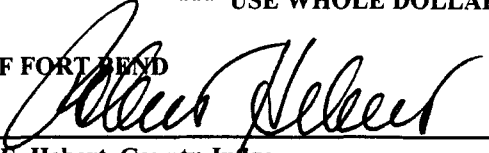
TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Commissioners Project-Annual	100401888	\$ 650,000
Budget Sweep		
TOTAL TRANSFERRED FROM:		\$ 650,000

EXPLANATION: To fund shortfall in TIRZ rebate payments for 2007 tax year.  
Attorney for use in ongoing litigation.

Department Head:  Date: 5-May-08

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

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

**Ann Werlein - Re: TIRZ Rebates**

---

**From:** Karen Stell  
**To:** Ann Werlein  
**Date:** 5/5/2008 1:01 PM  
**Subject:** Re: TIRZ Rebates  
**Attachments:** Karen Stell.vcf

---

I paid 2007 TIRZ in March: Pearland at \$185,540.85 , Missouri City 5th at \$279,641.22, Missouri City Vicksburg \$225,452.24, Sugar Land Town Center \$402,433.72, Rosenberg \$44,754.43, and Katy \$448,926.05. I will give you figures for June sometime this month. Thanks

1,586,748.51  
 Budget 939,712  
 647,036.51

**Karen Stell**  
**Fort Bend County Tax Office**  
**Administrative Coordinator, RTA**  
**281-341-3723**  
**[stellkar@co.fort-bend.tx.us](mailto:stellkar@co.fort-bend.tx.us)**

>>> Ann Werlein 5/5/2008 12:51 PM >>>

So we only paid Pearland, Sugar Land and Missouri City (was Mo City for both TIRZ - can you give me a breakdown). For the June payments - can you let me know ahead of time on the total. I will definitely have to transfer money before we can send.

thank you...

Ann Werlein  
 Office of the County Judge  
 Administrative/Budgets Manager  
 281-341-8634  
 281-341-8609 fax

>>> Karen Stell 5/5/2008 12:39 PM >>>

I am not working on any right now. I disbursed all the TIRZ in March. I will disburse again in June for current and dlq. I don't have figures now for the June disbursements. Will let you know asap. Thanks

**Karen Stell**  
**Fort Bend County Tax Office**  
**Administrative Coordinator, RTA**  
**281-341-3723**  
**[stellkar@co.fort-bend.tx.us](mailto:stellkar@co.fort-bend.tx.us)**

>>> Ann Werlein 5/5/2008 12:18 PM >>>

I saw that you made some payments. Can you tell me how many others you are working on and the amounts. I had wanted to do a transfer to make sure I had sufficient funds but hadn't heard back from you.

thank you...

Ann Werlein  
 Office of the County Judge  
 Administrative/Budgets Manager  
 281-341-8634  
 281-341-8609 fax  
 Ju

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

Date Submitted: May 08, 2008

Submitted By: Michael Gutierrez

Department: Comm. Pct#1

Court Date: May 13, 2008

Telephone: 281-238-3453

**SUMMARY OF ITEM:**

Take appropriate action to appoint Gloriela Pomare and Pastor Darrell Jackson to the Fresno/Arcola Advisory Committee to fill the vacancies created by the resignation of Roy Jackson and Pastor Charles Perry for the terms that will expire on September 30, 2008.

Renewal Agreement/Appointment:                      YES                          NO

Reviewed by County Attorney's Office:                      YES                      NO

List Supporting Documents Attached:  
 Resignation Letters

**FINANCIAL SUMMARY:**

Budgeted Item:    YES                          NO    x

Funding Source:                      Fund: \_\_\_\_\_ Agency: \_\_\_\_\_ Organization: \_\_\_\_\_ Object: \_\_\_\_\_  
 Requires Auditor to Certify Funds:                      YES                          NO

**Instructions for submitting an Agenda Request:**

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

**DISTRIBUTION:**

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

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

**Recommendation:**

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

Phone: 281-431-1442

Lee Roy Jackson, Jr.  
1027 McKeever Road  
Arcola, Texas 77583

Fax: 281-431-1442

County Judge Robert E. Hebert  
Fort Bend County  
301 Jackson St. Suite 719  
Richmond, Texas 77469

January 9, 2008

Dear Judge Hebert,

Please accept my resignation from the Fresno Arcola Area Advisory Committee. I am honored for having the privilege of serving the community during my term in this very important citizen duty. This committee is serving a need for the community that helps many individuals who would otherwise not have the opportunity provided by the organizations who request help.

I am hopeful that the county will continue to make these services available to this area of the county.

As the years pass we must make some difficult choices. This is one of those situations for me. Demands on my time have changed and I must give more time to "first things first", as I believe all of us must do.

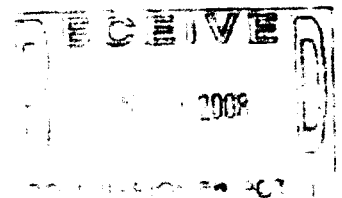
The members will select a new chairman from the membership. Any one of them will make an outstanding chairman. They have been extremely supportive and will continue to contribute to the community.

Best Personal Regards,

*Roy Jackson*  
Roy Jackson

Cc: All Precinct Commissioners

*Tom, Thanks for the support. Good  
Luck. Regards  
Roy*



**From:** "Charles Perry" <pastorperry@wrcfdoubledome.org>  
**To:** "Michael Gutierrez" <gutierm@co.fort-bend.tx...>  
**Date:** 4/10/2008 10:33 am  
**Subject:** RE: Advisory Committee

I am interested in still being a part of the committee however in all fairness to the other committee members as well as the community, with my responsibilities of a thriving church and traveling schedule I would not be able to be as active as the guidelines requires. I would only be able to make a few meetings a year. I knew it would eventually come to that, which is the reason I was comfortable serving for one year only. So, I believe it is in the best interest of all parties involved and effected that I resign from the committee. Thank you for the opportunity to serve.

Restoring Lives,

Pastor Charles Perry

-----Original Message-----

**From:** Michael Gutierrez [mailto:gutierm@co.fort-bend.tx.us]  
**Sent:** Wednesday, April 09, 2008 3:33 PM  
**To:** pastorperry@wrcfdoubledome.org  
**Subject:** Advisory Committee

Dear Pastor Perry:

Can you please let you know if you are still interested in serving on the Fresno/Arcola Advisory Committee? You have missed several meetings without notifying me whether or not you plan to attend. This committee needs the commitment of individuals that are willing to promote the Fresno/Arcola area by utilizing the funds that are being made available through the tipping fees. If you are no longer interested in being a member of this committee, please send me a letter of resignation so that your position can be filled by someone else.

Your response to my e-mail would be greatly appreciated.

Thank you,

Michael Gutierrez  
Executive Assistant Pct. 1  
Fort Bend County  
ph. (281) 238-3453  
fax. (281) 342-0587

gutierm@co.fort-bend.tx.us

28

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008

On this the 13th day of May 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: District Clerk Dept. #: 4501

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
<u>District Clerk Operating Supplies</u>	<u>100450100-63600</u>	<u>7,128</u>
TOTAL TRANSFERRED TO:		<u>\$ 7,128</u>

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
<u>Non Departmental Contingency</u>	<u>100409100-66500</u>	<u>\$ 7,128</u>
TOTAL TRANSFERRED FROM:		<u>\$ 7,128</u>

EXPLANATION: Justification: 2007 Purchase Order for goods that were not received until FY 2008.  
This PO was not included on the list sent to court in March.

Department Head: *RAL* Date: *5/17/08*

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

THE COUNTY OF FORT BEND  
BY: *Robert E. Hebert*  
Robert E. Hebert, County Judge

*vjk*

FORT BEND COUNTY FY 2008  
 COMMISSIONERS COURT AGENDA REQUEST FORM

20A

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

Date Submitted: May 7, 2008	Submitted By: Jacque Burgess
Court Agenda Date: May 13, 2008	Department: Facilities Management & Planning
	Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve Invoice Transmittal in the amount of \$9,410.00 to Ratnala & Bahl, Inc. Consultants, Inc. for Services provided with no Purchase Order for the Fort Bend County 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

FUNDNG SOURCE: P418B-06JAILEXP

REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

**Instructions to submit Agenda Request Form:**

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

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

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

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve



CORRECT

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

Date Submitted: May 7, 2008 Submitted By: Jacque Burgess  
Court Agenda Date: May 13, 2008 Department: Facilities Management & Planning  
Phone Number: 281/633-7017

SUMMARY OF ITEM: Approve Paradigm Second Amendment to Agreement for Professional Engineering Services for the Fort Bend County Precinct One Building.  
RENEWAL AGREEMENT/APPOINTMENT: YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO   
List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: P418B-06PCT1  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
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Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
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<input checked="" type="checkbox"/>	Auditor	(281-341-3774)	<input checked="" type="checkbox"/>	Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/>	Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
<input checked="" type="checkbox"/>	Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other: _____		<input checked="" type="checkbox"/>	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
  
Special Handling Requested (specify): Please Approve

5-21-08 orig. ret. to Jacque at Facilities

FM1529

STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND AMENDMENT to the Agreement for Professional Engineering 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:

AUGUST 28, 2007

County and Consultant previously entered an Agreement for Professional Engineering Services dated April 24, 2007 (collectively, the "Agreement") and First Amendment to Agreement for Professional Engineering Services dated ~~January 22, 2008~~ (collectively, the "First Amendment") for professional geotechnical services for the construction of administrative office buildings on Ransom Road and for the Jail Expansion Project in Richmond, Fort Bend County, Texas. County and Consultant desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Consultant hereby agree as follows:

1. County desires Consultant to provide construction materials testing services for the proposed Fort Bend County Precinct 1 Facility Jail Expansion Project, hereinafter referred to as "Project." County has selected Consultant as the entity to be engaged as providing the services described in Exhibit A & B, attached hereto to this Second Amendment and incorporated by reference as if set forth verbatim. County and Consultant desire to execute and enter into this Second Amendment for the purpose of setting forth their agreement with regard to the foregoing.
2. Consultant agrees to complete the services called for in Exhibit A & B within 280 calendar days from the date of this Amendment.
3. For and in consideration of the services rendered by the Consultant, and subject to the limit of appropriation under Section 4 below, County shall pay to the Consultant an amount not to exceed \$14,582.00.00, including reimbursable expenses. Consultant's fee shall be paid in accordance with the attached Exhibit C, Schedule of Charges.
4. Prior to the execution of this Second Amendment, 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 \$14,582.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities, which may be incurred by

County. 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 \$14,582.00 for described scope of work in Exhibit A & B.

5. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon County and Consultant under the Agreement for the construction of administrative office buildings on Ransom Road in Richmond, Fort Bend County, Texas, shall be imposed upon both County and Consultant, respectively, for construction materials testing services for the proposed Fort Bend County Precinct 1 Facility, and except as herein modified, all agreements and representations made by County and Consultant in the Agreement, shall be the agreements and representations of both County and Consultant, respectively, and shall apply to the construction materials testing services for the Fort Bend County Precinct 1 Facility.
6. This Second Amendment is hereby attached to the Agreement for Professional Engineering Services dated April 24, 2007, (the "Agreement") and First Amendment dated January 22, 2008 (the "First Amendment") and incorporated by reference as if set forth therein verbatim.
7. Attached hereto to this Amendment is Exhibit A, proposal from Consultant dated December 27, 2007; Exhibit B, Estimated Cost of Services prepared by Consultant; and Exhibit C, Schedule of Charges, incorporated by reference as if set forth herein verbatim.

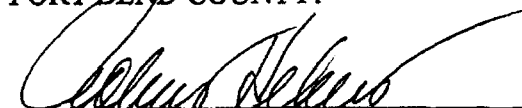
IN WITNESS WHEREOF, County and Consultant have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

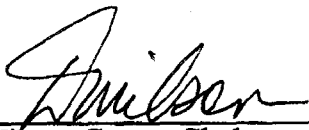
SECTION XV  
EXECUTION

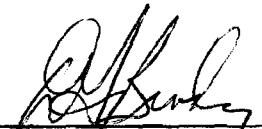
This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

May 13, 2007  
Date

Attest:  
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

Approved:  
By:   
\_\_\_\_\_  
Don Brady, Director  
Fort Bend County Facilities  
Management & Planning Department

5-7-8  
Date

CONSULTANT: Paradigm Consultants, Inc.


  
\_\_\_\_\_  
Woodward L. Vogt, P.E.  
President

5-6-2008  
Date

MER:Paradigm Material Testing Amendment.2.Pct13689(02202008)

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$14,582.<sup>00</sup> to accomplish and pay the obligation of the Fort Bend County under this contract.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: December 27, 2007 Proposal
- Exhibit B: Estimated Cost of Services
- Exhibit C: Schedule of Charges

*Exhibit A*



December 27, 2007  
Proposal No.: 07-333

**Paradigm  
Consultants, Inc.**

2501 Central Parkway  
Suite A3  
Houston, Texas 77092

Tel: 713.686.6771  
Fax: 713.686.6795  
[paradigmconsultants.com](http://paradigmconsultants.com)

Mr. Don Brady  
Fort Bend County – Facilities Management and Planning  
1402 Band Road, Suite 100  
Rosenberg, Texas 77471

**Proposal for Construction Materials Testing Services  
Fort Bend County Precinct One Facility - Ransom Road**

Dear Mr. Brady:

Paradigm Consultants, Inc., (PCI) appreciates the opportunity to submit this construction materials testing proposal for the referenced project. This testing proposal presents our scope of services, unit rates and conditions, and estimated cost of services and is based on our review of the project documents.

**Estimate Cost of Services**

The estimated cost to provide the services as described herein is \$14,582. Please see the attached Description and Estimated Cost of Services for additional information.

Earthwork Monitoring and Testing	\$ 5,074
Foundation Monitoring	420
Concrete Monitoring and Testing	5,698
Structural Steel Erection Inspection	2,280
Project Management	1,110

We will utilize our technician from the Fort Bend County Jail Expansion project whenever possible in an effort to reduce costs. We will also use the same fee schedule being used for the jail expansion. Please note that these are estimated costs only. The actual costs will be determined by site conditions and the expediency of the general contractor.

**Proposal Acceptance**

If this proposal meets with your approval, please issue an addendum to the contract previously issued to Paradigm for the geotechnical services.

Mr. Don Brady  
December 27, 2007  
Page 2 of 4

**Closing**

We appreciate the opportunity to continue working with Fort Bend County. Please let us know if you need any additional information

Sincerely,  
**Paradigm Consultants, Inc.**

  
Thomas Brent Lapsley  
Principal

Enc.      Fee Schedule (Fort Bend Co. Jail 2007)  
            Description of Services  
            Estimated Cost of Services

proposals: 07-333

**DESCRIPTION AND ESTIMATED COST OF SERVICES  
FORT BEND COUNTY PREGINCT ONE FACILITY**

Page 3 of 4

**EARTHWORK MONITORING AND TESTING**

Representative samples of structural fill, utility trench fill and pavement 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 structural fill and pavement subgrade and periodic, random testing on utility trench fill.

**FOUNDATION MONITORING**

**Construction Monitoring.** An engineering technician will monitor the foundation installation. 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. He will also cast samples of pier concrete.

**CONCRETE MONITORING AND TESTING**

**Field Services.** An engineering technician will perform monitoring and testing of the fresh concrete during structural concrete placements. 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 structural concrete and every 100 cubic yards of 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 CWI 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.

**PROJECT MANAGEMENT**

The project manager will 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.

**DESCRIPTION AND ESTIMATED COST OF SERVICES  
FORT BEND COUNTY PRECINCT ONE FACILITY**

Page 4 of 4

<b>Description</b>	<b>Est. Quan.</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>	
<b>Earthwork Monitoring and Testing</b>					
Engineering Technician, RT	40	Hour	\$50.00	\$2,000.00	
Engineering Technician, OT	0	Hour	\$75.00	\$0.00	
Atterberg Limits	6	Each	\$44.00	\$264.00	
Moisture/Density Relation	4	Each	\$145.00	\$580.00	
Percent Passing #200 Sieve	6	Each	\$45.00	\$270.00	
Comp. Test of Cement Treated Sand	2	Set of 4	\$140.00	\$280.00	
Trip Charge	14	Day	\$120.00	\$1,680.00	
<b>Earthwork Subtotal</b>					<b>\$5,074.00</b>
<b>Foundation Inspection</b>					
Engineering Technician, RT	6	Hour	\$50.00	\$300.00	
Engineering Technician, OT	0	Hour	\$75.00	\$0.00	
Trip Charge	1	Day	\$120.00	\$120.00	
<b>Earthwork Subtotal</b>					<b>\$420.00</b>
<b>Concrete Monitoring and Testing</b>					
Engineering Technician, RT	50	Hour	\$50.00	\$2,500.00	
Engineering Technician, OT	10	Hour	\$75.00	\$750.00	
Compressive Strength Cylinders	48	Each	\$13.50	\$648.00	
Trip Charge	15	Day	\$120.00	\$1,800.00	
<b>Concrete Subtotal</b>					<b>\$5,698.00</b>
<b>Structural Steel Erection Inspection</b>					
Certified Welding Inspector, RT	24	Hour	\$70.00	\$1,680.00	
Certified Welding Inspector, OT	0	Hour	\$105.00	\$0.00	
Ultrasonic Equipment	0	Hour	\$12.00	\$0.00	
Trip Charge	5	Day	\$120.00	\$600.00	
<b>Structural Steel Erection Subtotal</b>					<b>\$2,280.00</b>
<b>Project Management</b>					
Senior Engineer - Special Inspection	2	Hour	\$150.00	\$300.00	
Project Manager	9	Hour	\$90.00	\$810.00	
<b>Project Management Subtotal</b>					<b>\$1,110.00</b>
<b>TOTAL ESTIMATED TESTING COST</b>					<b>\$14,582.00</b>

**PARADIGM CONSULTANTS, INC.**  
**SCHEDULE OF CHARGES (Fort Bend Co. Jail 2007)**

PROFESSIONAL SERVICES

**A. PERSONNEL**

Description	Unit Rate
Principal.....	\$200.00/hour
Engineer V, PE.....	150.00/hour
Engineer IV, PE.....	130.00/hour
Engineer III, PE.....	110.00/hour
Engineer I / II.....	85.00/hour
CMT Project Manager.....	90.00/hour
Certified Welding Inspector, with vehicle.....	70.00/hour
Ultrasonic Welding Inspector, with equipment.....	82.00/hour
Senior Engineering Technician, with equipment.....	60.00/hour
Construction Materials Technician, with equipment.....	50.00/hour
Senior Roofing Technician, with equipment.....	70.00/hour
Word Processor/Support Staff.....	38.00/hour

CONSTRUCTION FIELD SERVICES

**A. CONCRETE, ASPHALT, SOIL, AND WELDING INSPECTION**

Construction Materials Technician, with vehicle and equipment (Minimum 4 hours).....	\$50.00/hour
Senior Roofing Inspection, with vehicle and equipment (Minimum 4 hours).....	70.00/hour
Certified Welding Inspection with vehicle and equipment (Minimum 4 hours).....	70.00/hour
Floor Flatness Survey.....	900.00/each
Nuclear Density Device.....	Included in technician rate
Sample Preparation.....	38.00/hour

**B. TRANSPORTATION CHARGES**

Mileage Charge, in excess of 20 miles from project site.....	\$0.65/mile
Trip Charge (VC, mileage and time).....	120.00/trip

LABORATORY SERVICES

**A. SOIL TESTS**

Liquid and Plastic (Atterberg) Limits, One Point Test (ASTM D4318).....	\$44.00/each
pH Test - Soil.....	20.00/each
Optimum Lime Content by Plasticity Index Method.....	300.00/each
Optimum Lime Content by pH Method.....	200.00/each
Percent Finer than No. 200 Sieve (ASTM D1140).....	45.00/each
Compressive Strength for Stabilized Soils.....	35.00/each
Moisture/Density Relationships	
ASTM D 698 or AASHTO T-99 (4-in. mold).....	145.00/each
ASTM D 1557 or AASHTO T-180 (4-in. or 6-in. mold).....	160.00/each
Modified or Stabilized Soils Surcharge.....	20.00/each

**B. CONCRETE TESTS**

Concrete Mixture Verification.....	\$200.00/each
Concrete Mixture Design, including proportioning, preparation and report	
Regular Aggregate.....	250.00/each
Lightweight Aggregate.....	300.00/each
Laboratory Compression Testing of Concrete Cylinders	
Curing, Testing, and Reporting includes Reserves Not Tested.....	13.50/each
Concrete Coring.....	2.50/dia. in.
Minimum Coring Charge.....	350.00/trip
Concrete core curing, preparation and compressive strength.....	150.00/each
Compressive Test of Grout Prism.....	150.00/set of 3
Compressive Test of Mortar Cube.....	150.00/set of 6
Diamond Sawing.....	1.00/sq. in.
Pachometer Rental.....	65.00/day

Description	Unit Rate
<b>C. ASPHALT MATERIALS TESTS</b>	
Molding Hveem Specimens (Set of 3).....	\$80.00/set
Molding Marshall Specimens (Set of 3).....	80.00/set
Specific Gravity (ASTM D1188) (Set of 3).....	60.00/set
Asphalt Mixture Design.....	1200.00/each
Asphalt Mixture Verification.....	500.00/each
Theoretical Maximum Specific Gravity (ASTM D2041).....	60.00/each
Stability, Hveem (ASTM D1560) (Set of 3).....	65.00/set
Stability, Marshall (ASTM D1559) (Set of 3).....	65.00/set
Extraction (ASTM D2172).....	140.00/each
<b>D. AGGREGATE TESTS</b>	
Sieve Analysis, coarse aggregate (ASTM C136).....	\$60.00/each
Sieve Analysis, fine aggregate (ASTM C136).....	60.00/each
Percent Finer than No. 200 Sieve (ASTM D1140).....	45.00/each
Specific Gravity, coarse aggregate (ASTM C127).....	60.00/each
Specific Gravity, fine aggregate (ASTM C128).....	70.00/each
Absorption (ASTM C127/C128).....	60.00/each
Unit Weight (ASTM C29).....	50.00/each
Los Angeles Abrasion (ASTM C131/C535).....	225.00/each

## NOTES:

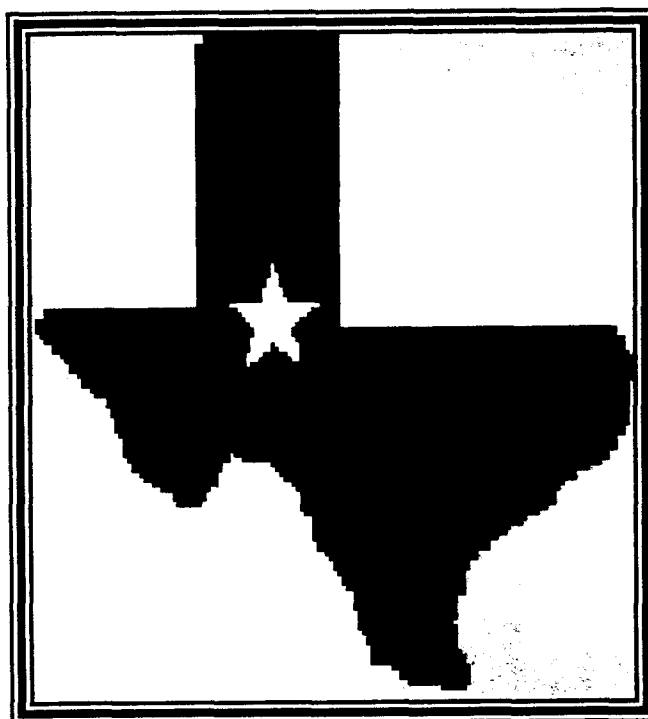
1. Unless otherwise noted in the proposal, overtime for Construction Materials Technicians, Welding Inspectors, Draftsman, and Word Processor/Support Staff will be charged at 1.5 times the personnel rates. Overtime will be applicable for all hours in excess of 8 hours per day, Monday through Friday, and all hours worked on weekends and holidays. Expedited laboratory testing which requires overtime to meet the construction schedule or contractor's request will be charged at 1.5 times the listed rates.
2. Project management will be invoiced on a monthly basis at a rate of one hour for every 15 hours of field services provided. In addition, we will also invoice project management time for meetings, site visits, consultation, etc.
3. All labor rates and transportation charges are invoiced on a portal-to-portal basis.
4. A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel. Work canceled with less than 4 hours notice may be subject to the minimum charge if technician has been dispatched to the field.
5. Expenses such as consultant costs, delivery services, equipment rental, reproduction, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at Cost + 15%.
6. Invoices will be submitted monthly for work in progress and are due and payable upon receipt. Invoices not paid within 30 days of invoice date will be subject to 1.5% interest per month.





**Fort Bend County**  
(Name of Agency)

**Fiscal Year 2009  
Grant Application Part I  
For Transit Providers and Service Agencies**



**Texas Department of Transportation  
Public Transportation Division**

# Introduction

The application for public transportation funds includes the following elements:

- Grant Application Part I - Applicant and Project Information
- Grant Application Part II - Federal Requirements (if applicable)
- New Applicant information (if applicable)

Attach additional sheets as needed, for forms, tables and/or charts.

This Fiscal Year 2009 Grant Application Part I (Part I) will be used by all entities applying and/or requesting Public Transportation Funding: e.g. Local Governmental Entities, Metropolitan Planning Organizations, Rural Transit Districts, Urban Transit Districts, Private Non-Profit Organizations, Private For-Profit Organizations, and Native American Tribes or Indian Tribal Organizations.

By submission of this application, the applicant will be certifying that the proposed public transportation project is consistent with the continuing, cooperating, and comprehensive regional transportation planning requirements. Federal approval of a proposed public transportation project will be accepted as a determination that all federal planning requirements have been met.

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## Section I: Information

### A: Agency Information

Name of Agency: <b>Fort Bend County</b>	Legal Name on Grant Agreement (if different):
Street Address: <b>301 Jackson, Ste 719</b>	Mailing Address (if different): <b>12550 Emily Court, Ste 400 Sugar Land, TX 77478</b>
City: <b>Richmond</b> Zip: <b>77469</b>	County: <b>Fort Bend</b>
Agency Telephone: <b>281-633-7433</b>	Email: <b>sheltonp@co.fort-bend.tx.us</b>
Agency Fax: <b>281-243-6715</b>	Website: <b>www.FortBendCountyGov.com</b>
Payee Identification (PIN) Number (14 digit) <b>[REDACTED]</b>	
<b>Primary Agency Contact Person</b>	<b>Secondary (Backup) Contact</b>
Name: <b>Paulette Shelton</b>	Name: <b>Tennille Jones</b>
Title: <b>Transit Director</b>	Title: <b>Assistant Director</b>
Telephone #: <b>281-633-RIDE</b>	Telephone #: <b>281-633-RIDE</b>
Email: <b>sheltonp@co.fort-bend.tx.us</b>	Email: <b>jonesten@co.fort-bend.tx.us</b>
Other (pager, etc.): <b>281-303-1734</b>	Other (pager, etc.):

### B. Emergency Operations Contact

Enter the name of the primary/secondary person to contact in the event of an emergency.

**A 24 hour access phone number must be provided.**

<b>Primary Contact</b>	<b>Secondary Contact</b>
Name: <b>Paulette Shelton</b>	Name: <b>Tennille Jones</b>
Office Telephone # <b>281-633-RIDE</b>	Office Telephone # <b>281-633-RIDE</b>
Home or Cell Telephone # <b>281-303-1737</b>	Home or Cell Telephone #
Email: <b>sheltonp@co.fort-bend.tx.us</b>	Email: <b>jonesten@co.fort-bend.tx.us</b>
Other (pager, etc.):	Other (pager, etc.):

### C: Signature Authority

Enter the name of the designated official representative(s) of the agency who can legally sign applications, contracts and commit resources.

Name: <b>Robert E. Hebert</b>	Name:
Title: <b>County Judge</b>	Title:
Address: <b>301 Jackson, Ste 719 Richmond, TX 77469</b>	Address:
Telephone: <b>281-341-8608</b>	Telephone:

**D: Subcontractor(s)**

If a subcontractor provides transit services, provide the information below. If there is more than one subcontractor provide this information for each one.

Is any part of the agency's service subcontracted to another agency?  Yes  No If Yes, provide the following information:

Name of Agency: <b>TREK</b>	Name of Parent Agency (if different):
Physical Address: <b>4 Greenway Plaza, STE C950 Houston, TX 77046</b>	Mailing Address (if different):
Agency Contact Person: <b>Janet Redeker</b>	Telephone: <b>713-965-1711</b>
Title: <b>Executive Director</b>	Fax: <b>713-961-1547</b>
Email: <b>jr@trekhouston.org</b>	Website: <b>www.trekhouston.org</b>
What type of service is provided? <b>Commuter Service &amp; Management</b>	

**E: Transportation Subcontractor Emergency Operations Contact**

Enter the information for the primary/secondary person to contact in an emergency. A 24 hour access phone number must be provided.

Primary Contact	Secondary Contact
Name of Agency: <b>TREK</b>	Name of Agency:
Name: <b>Janet Redeker</b>	Name:
Office Telephone # <b>713-965-1711</b>	Office Telephone #
Home or Cell Telephone # <b>713-664-8330</b>	Home or Cell Telephone #
Email: <b>jr@trekhouston.org</b>	Email:
Other (pager, etc.):	Other (pager, etc.):
County(ies) Served:	

**D: Subcontractor(s)**

If a subcontractor provides transit services, provide the information below. If there is more than one subcontractor provide this information for each one.

Is any part of the agency's service subcontracted to another agency?  Yes  No If Yes, provide the following information:

Name of Agency: <b>AFC Corporate Transportation</b>	Name of Parent Agency (if different):
Physical Address: <b>15734 Aldine Westfield Rd. Houston, TX 77032</b>	Mailing Address (if different):
Agency Contact Person: <b>John Ferrari</b>	Telephone: <b>713-988-5466</b>
Title: <b>Vice President</b>	Fax: <b>832-601-0955</b>
Email: <b>John@afchouston.com</b>	Website: <b>www.firstclasslimo.com</b>
What type of service is provided? <b>Demand Response</b>	

**E: Transportation Subcontractor Emergency Operations Contact**

Enter the information for the primary/secondary person to contact in an emergency. A 24 hour access phone number must be provided.

Primary Contact	Secondary Contact
Name of Agency: <b>AFC Corporate Transportation</b>	Name of Agency:
Name: <b>Steve George</b>	Name:
Office Telephone # <b>713-988-5466</b>	Office Telephone #
Home or Cell Telephone #	Home or Cell Telephone #
Email: <b>steve@afchouston.com</b>	Email:
Other (pager, etc.):	Other (pager, etc.):
County(ies) Served:	

**End of Section I**

## Section II: Funding

### A. Eligibility

Eligibility for the following programs is contingent on agency type. Check all the appropriate box(es) to identify agency type.

Existing Agency	New Agency
<input checked="" type="checkbox"/> Rural Transit District <input type="checkbox"/> Urban Transit District <input type="checkbox"/> Metropolitan Planning Organization <input type="checkbox"/> Metropolitan Transit Authority <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> Native American Tribes or Indian Tribal Organization <input type="checkbox"/> Non-Profit Agency <input type="checkbox"/> Private For-Profit Agency	<input type="checkbox"/> Rural Transit District <input type="checkbox"/> Urban Transit District <input type="checkbox"/> Metropolitan Planning Organization <input type="checkbox"/> Metropolitan Transit Authority <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Native American Tribe or Indian Tribal Organization <input type="checkbox"/> Non-Profit Agency <input type="checkbox"/> Private For-Profit Agency  New Recipients may be required to provide additional information regarding eligibility (such as a copy of Non-Profit Status - I.R.S. Form # 501(c)(3)). Contact the TxDOT District Public Transportation Coordinator (PTC) in your area for assistance.

### B. Programs

Indicate the different funding sources the applicant **will apply** for with this TxDOT application:

**§5304 Statewide Planning**

The Federal Transit Act, codified at 49 USC §5304, provides grants for planning activities

**§5307 State - Small Urbanized Area** (CFDA Number 20.507)

State public transportation funds are allocated to municipalities that are designated recipients or transit providers in urbanized areas. (TAC 43 Rule §31.11)

**§5309 Vehicle Capital Replacement (VCR)** (CFDA Number 20.500)

The Federal Transit Act, codified at 49 USC §5309, provides capital investment grants. Section 5309 funds are available to local public bodies. (TAC 43 Rule §31.16)

**§5310 Elderly and Persons with Disabilities (E&D)** (CFDA Number 20.513)

The Federal Transit Act, codified at 49 USC §5310(a)(2), provides capital grants to meet the special needs of the elderly and persons with disabilities. (TAC 43 Rule §31.31)

**§5311 State - Non-Urbanized Area**

Transportation Code, Chapter 456 provides grant funds for public transportation projects in non-urbanized areas (TAC 43 Rule §31.11)

**§5311 Federal - Non-Urbanized Area** (CFDA Number 20.509)

The Federal Transit Act, codified at 49 USC §5311, provides grants for public transportation projects in non-urbanized areas. (TAC 43 Rule §31.11)

**§5311(f) Federal - Intercity Bus (ICB)** (CFDA Number 20.509)

The Federal Transit Act, codified at 49 USC §5311, provides grants for public transportation projects that support the national network of intercity bus service. (43 TAC §31.36)

**§5316 Job Access and Reverse Commute (JARC)** (CFDA Number 20.516)

Job Access and Reverse Commute (JARC) (SAFETEA-LU codified at section 5316 49 U.S.C. of Job Access grants provide low-income recipients to jobs and other employment-related services. Reverse Commute projects are designed for individuals who may live in the city core and work in suburban locations. (43 TAC §31.17)

**§5317 New Freedom (NF)** (CFDA Number 20.521)

New Freedom (NF) (SAFETEA-LU codified at section 5317 49 U.S.C. provides additional assistance beyond that currently required by the Americans with Disabilities Act of 1990. (43 TAC §31.18)

**Other: §307 - Large Urbanized Area Federal Dollars**

### C: Project Budget

Provide a detailed Project Budget on how the Agency intends to spend requested operating, capital, and administrative grant funds, if approved in the following Project Budget Worksheet.

# Project Budget Worksheet Line Item Budget

**TDC**  
**S**

## A. Capital Costs

Program	Description	ALJ Code	Total	Federal	Local	Yes / N	Fuel Type
5311	Acquisitioned Hardware	11.42.07	\$120	\$60	\$60		
5311	Purchase of Service - COC	11.71.13	\$129,336	\$64,668	\$64,668		
			0				
			0				
<b>Capital Subtotal</b>			<b>\$129,456</b>	<b>\$64,728</b>	<b>\$64,728</b>		

## B. Administrative Costs

Description	Total	Federal	Local
1 Personnel	\$19,524	\$9,762	\$9,762
2 Fringe Benefits	\$7,051	\$3,526	\$3,525
3 Employment Agency	\$400	\$200	\$200
4 Travel	\$836	\$418	\$418
5 Office equipment	\$600	\$300	\$300
6 Maintenance Fees	\$1,312	\$656	\$656
7 Newspaper Ads	\$20	\$10	\$10
8 Periodicals / Books	\$20	\$10	\$10
9 Membership Dues	\$322	\$161	\$161
10 Consultant	\$2,000	\$1000	\$1000
11 Consultant - Marketing	\$3,200	\$1600	\$1600
12	0	0	0
13	0	0	0
<b>Administrative Subtotal</b>		<b>\$17,643</b>	<b>\$17,642</b>

## C. Operating Costs

Description	Total	Federal	Local
1 Purchase of Service	\$129,922	\$55,312	\$74,610
2 Personnel	\$9,260	\$3,943	\$5,317
3 Fringe	\$3,778	\$1,608	\$2,170
4 Consultant - Freight Rail Planning	\$2,800	\$1,192	\$1,608
5 Employment Agency	\$400	\$170	\$230
6 Travel	\$315	\$134	\$181
7 Consumables	\$600	\$255	\$345
8 Telephone	\$563	\$240	\$323
9 Misc. Operating Expenses	\$80	\$34	\$46
10 OEM Transtar Monthly Fee	\$960	\$409	\$551
11 P & R Lot Maintenance	\$1,151	\$490	\$661
20	0		
<b>Gross Operating Subtotal</b>		<b>\$63,787</b>	<b>\$86,042</b>
<b>Fare Box Revenue</b>		<b>\$14,914</b>	
<b>Net Operating Subtotal</b>		<b>\$48,873</b>	
<b>Budget Totals:</b>		<b>Total</b>	
		<b>\$299,656</b>	
		<b>Federal</b>	<b>Local</b>
		<b>\$131,244</b>	<b>\$168,412</b>

AS PER ORIGINAL



**Section III: Service Description**

**A. Service Area Table**

Counties Served  (One County per line)	Program Type  5307, 5310, 5311, 5316 & 5317	Service Type CB = Commuter Bus CP = Complimentary Paratransit CR = Commuter Rail CS = Charter Service DR = Demand Response FR = Fixed Route LR = Light Rail RD = Route Deviation O = Other	Describe areas not served	Days of Service / Hours of Operation (A = AM / P = PM)							Passengers served  GP = General Public (anyone who wishes to ride) S = Seniors PwD = Persons with Disabilities CMO = Client or Member-only (services limited to specific individuals and / or passengers, such as medical)
				Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
<i>Example</i> Anderson	5310	DR	East Anderson County	6 A 8 P	6 A 8 P	6 A 8 P	6 A 8 P	6 A 8 P	6 A 8 P	6 A 8 P	GP and PwD
Fort Bend County	5311	DR		8 A 5 P	8 A 5 P	8 A 5 P	8 A 5 P	8 A 5 P			GP
Fort Bend County	5310	DR		8 A to 9:30 A 12:30 to 2:00 P	8 A to 9:30 A 12:30 to 2:00 P	8 A to 9:30 A 12:30 to 2:00 P	8 A to 9:30 A 12:30 to 2:00 P	8 A to 9:30 A 12:30 to 2:00 P			S and PwD
Fort Bend County	5311	CB		5:10 A 7:35 P	5:10 A 7:35 P	5:10 A 7:35 P	5:10 A 7:35 P	5:10 A 7:35 P			GP
Fort Bend County	5307	CB		5:10 to 9:05 A 3:15 to 7:35 P	5:10 to 9:05 A 3:15 to 7:35 P	5:10 to 9:05 A 3:15 to 7:35 P	5:10 to 9:05 A 3:15 to 7:35 P	5:10 to 9:05 A 3:15 to 7:35 P			GP
Fort Bend County	5316	RD									CMO
Fort Bend County	5317	RD									PwD
<b>Note any changes in Service Area:</b>											
<b>List Holiday(s) when service is not provided: <u>New Years, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas</u></b>											
<b>Comments / Exceptions: <u>Route start and end times as well as service days are not yet available for New Freedom and JARC projects as routes are still being developed with project partners. Commuter services go into Harris County. At least one demand response vehicle goes in to the Texas Medical Center in Houston Texas each day. Services are open to the public on the 5310, 5316, and 5317 programs if space is available.</u></b>											

**Attach the schedule(s) / map(s) / brochure(s) given out to customers.**

**B. Fare Structure**

1. Enter the Fare for each of the following services.

Fare Type	Amount	Comments:
Regular Fare:	<u>Demand Response \$1.00/Trip/Person</u> <u>Commuter Service \$2.25/Trip/Person</u>	
Senior Fare:	<u>Demand Response \$1.00/Trip/Person</u> <u>Commuter Service \$2.25/Trip/Person</u>	
Persons with Disabilities (non-Paratransit):	<u>Demand Response \$1.00/Trip/Person</u> <u>Commuter Service \$2.25/Trip/Person</u>	
Personal Care Attendant	<u>No Charge</u>	
Paratransit:	<u>N/A</u>	
Student Fare:	<u>Demand Response \$1.00/Trip/Person</u> <u>Commuter Service \$2.25/Trip/Person</u>	
Monthly Pass:	<u>N/A</u>	
Tickets or Tokens:	<u>Demand Response \$1.00/Trip/Person</u> <u>Commuter Service \$2.00/Trip/Person</u>	
No Fare Charged:	<u>N/A</u>	
Other: _____	_____	

2. Does the agency prioritize service?  Yes  No If Yes, explain \_\_\_\_\_

3. Are requested trips or reservations denied?  Yes  No If Yes, describe why denied and how tracked: Capacity Denials

**C. Target Population**

1. Indicate the estimated number of total riders within the following groups:

American Indian or Alaska Native	<u>473</u>
Asian	<u>17137</u>
Black or African American	<u>24465</u>
Native Hawaiian or Other Pacific Islander	<u>118</u>
White (including Hispanic)	<u>74459</u>
Other	<u>1536</u>
<b>Total Persons:</b>	<b><u>118189</u></b>

2. What is the approximate percentage of agency trips for the following purposes?

Trip Purpose	Percent (must equal 100%)
Employment	<u>74 %</u>
Social & Recreational	_____ %
Nutrition	<u>13 %</u>
Adult Day Care	_____ %
Education & Training	_____ %
Non-Medicaid Medical	_____ %
Medicaid Medical	_____ %
Other (Specify) – <b>General Public</b>	<u>13 %</u>
<b>Total:</b>	<b><u>100 %</u></b>

Service Type	Percent (must equal 100%)
Fixed Route	<u>74 %</u>
Demand Response	<u>26 %</u>
Paratransit	_____ %
Other (Specify)	_____ %
<b>Total:</b>	<b><u>100 %</u></b>

3. What is the approximate percentage of riders that that your agency provides services for?

Passenger	Percent (must equal 100%)
Disabled Riders that need an Accessible Vehicle	<u>12</u> %
Disabled Riders that don't need an Accessible Vehicle	<u>13</u> %
Non-Disabled Riders	<u>75</u> %
<b>Total:</b>	<b><u>100</u> %</b>

4. Does your Agency provide equivalent levels of service for disabled and non-disabled passengers?

Yes  No If No, explain: \_\_\_\_\_

**D. Incidental Services**

1. Does the agency provide incidental transit services, such as charter service, school tripper service, meal delivery, or special services such as sight-seeing?

Yes  No If Yes, describe the services:

Fort Bend County provides charter services for elected officials, the elderly and/or to people with disabilities utilizing 100% local funding. Federally funded vehicles are not used for these services.

**E. Complementary Paratransit Information**

1. Is the agency a Rural Transit District that operates a fixed route service?

Yes  No If Yes, attach the most recent Complementary Paratransit Plan.

**F. Capital Assistance Requested (best available estimate)**

1. Type of capital assistance requested (e.g. vehicle, radios, preventive maintenance, purchase of service, etc):

Fund Source(s)	Description	Quantity	Estimated Total Cost	Local Match	Source of Match
5311	Acquisitioned Hardware 11.42.07	1	\$ 120	\$ 60	County & State Funds
5311	Purchase of Service - COC 11.71.13	1	\$ 129,336	\$ 64,668	County & State Funds
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

**G. Service Changes**

1. If the agency is proposing to change services (changing routes, increasing or decreasing service), describe the changes and why they are proposed, or enter N/A for not applicable. Fort Bend County will be increasing transit services. Planned expenditures will allow demand response services to increase by 3 vehicles. Expansions are also planned for commuter services during the last quarter of FY08. These expansion will be maintained in FY09. Plans are to expand commuter services from 9 buses to 21 buses. New Freedom projects in the rural and urbanized area and a JARC project in the urbanized area are anticipated to have vehicle delivery completed by the first quarter of FY09, allowing service starts for those programs. These programs will increase the in-county bus fleet by 9 vehicles.

2. What strategies is the agency going to implement to improve service next year? JARC and New Freedom program funding allowed the transportation program to bring on the services of a trip coordinator/travel trainer and a mobility manager. With service implementation (as described in item 1 above), trip coordination services will be available to all passengers, especially those with cognitive disabilities, enabling these individuals to access public transportation services with greater confidence. The mobility manager will continue activities related to expanding coordination efforts, assisting charter service operators and organizations representing the elderly and disabled register under the new charter service regulations and gathering information for completion of two resource guides for the county.
3. Describe the agency's long-term commitment to the project beyond the availability of the requested grant resources. Fort Bend County's public transportation services were implemented in 2005 utilizing only 4 vehicles. In the short 3 year term since its inception, total program costs will exceed \$7 million dollars in FY09 and a planned fleet of 35 vehicles. The JARC and New Freedom grants awarded to the County in 2008 came with limited terms. All planning processes have been updated to include continuation of the transportation services implemented by these programs beyond the grant expiration dates. Fort Bend's financial commitment demonstrates its intent to implement, expand and improve transportation options available to the citizens of Fort Bend County.
4. General Description of Services: In FY09, Fort Bend County will continue to expand demand response and commuter services as well as add point deviation routes in the rural and urbanized area. Currently, Fort Bend County's general public demand response services are operated utilizing 13 buses, Monday through Friday with first drop-offs by 8:00 a.m. and last pick ups at 5:00 p.m. The service is closed on weekends and County approved holidays. Under the 5310 program, services are primarily provided to senior citizens accessing congregate meal programs. Commuter Bus services, open to the general public, are operated Monday through Friday (excluding weekends and holidays) approximately 6 service hours per day. Morning routes begin at 5:00 a.m. Return route times begin 3:00 p.m. In FY09, commuter services will be expanded from the existing 9 bus service into the Greenway and Galleria areas of Houston, by 10 buses servicing the Texas Medical Center area of Houston. JARC and New Freedom program funding will add an additional 9 buses to Fort Bend County's in-county services. These buses will be utilized to expand demand response services and add in-county point deviation routes. At this writing, route schedules, stops, days and hours are still in the planning phases for the JARC and New Freedom programs. Fort Bend County utilizes a cost allocation method based on trip origin to allocate costs between rural and urbanized area formula funding programs. Funding charged to the 5310 program is based on actual service hours used by elderly or disabled patrons. All costs associated with JARC and New Freedom programs will be allocated at 100% to those programs.

## H. Vehicle Replacement / Service Expansion

1. Will vehicle(s) be used for:  service expansion  
 vehicle replacement
2. For the proposed replacement / expansion vehicle  
 What is the estimated total vehicle mileage (1 year)? 56,698  
 What is the estimated total passengers (1 year)? 6952

## I. Total Fleet - Vehicle Inventory and Condition

1. Attach the most current agency inventory list or attach a copy of the most recent PTMS.

MAKE/MODEL	YEAR	COUNTY ID NUMBER	VEHICLE ID	LICENSE PLATE NUMBER	CURRENT ODOMETER	FLEET CONDITION
Ford Chassis El Dorado 15 Pass. Bus	1998	RB-9056	1FDXE40F1WHC13105	753-541	252,041	Poor
Ford Chassis El Dorado 15 Pass. Bus	1998	RB-9057	1FDXE40F1WHC13077	753-542	176,800	Fair
Ford Chassis Aerolite 9 Pass. Bus	2005	K-003	1FDWE35P65HB39086	209-473	51,482	Good
Ford Chassis Aerotech 17 Pass. Bus	2005	K-022	1FDXE45P66HB07251	225-805	14,105	Good
Ford Chassis Aerotech 17 Pass. Bus	2006	K-040	1FDXE45P26HB01284	813-806	51,952	Good
Ford Chassis Aerotech 17 Pass. Bus	2006	K-039	1FDXE45P26HB01285	225-806	48,614	Good
Ford Chassis Aerotech 17 Pass. Bus	2006	K-124	1FDXE45P36HB29885	227-343	26,779	Good
Ford Chassis Aerotech 17 Pass. Bus	2006	K-125	1FDXE45P56HB29886	227-344	24,164	Good
Ford Type III Bus	2007	M029	1FDXE45S47DB43498	1037294	1495	Good
Ford Type III Bus	2007	M042	1FDXE45S67DB43504	1037292	1472	Good
Ford Type III Bus	2007	M030	1FDXE45S27DB43502	1037293	1492	Good
Ford Type III Bus	2007	M043	1FDXE45S57DB44509	1037295	1469	Good
Ford ElDorado Bus	2001		1FDWE35S01HA78641	U78296	138,389	Fair
Ford ElDorado Bus	2001		1FDWE35S21HA13550	U78297	155,151	Fair
Ford ElDorado Bus	2001		1FDWE35S21HA78642	U76265	168,818	Fair

2. Describe the current condition of agency fleet.

**The majority of the vehicles are in good condition. Three 5310 vehicles were transferred from another agency and are being refurbished before being placed in service.**

## J. Vehicle Availability and Capacity

1. How many vehicles are:  Available for passenger service? 24  
 Required in peak periods? 22
2. Can all requests for service be accommodated with the existing fleet?  Yes  No If No, explain  
**Fort Bend County is currently at capacity during peak hours and during the majority of the remaining service hours offered for demand response services.**

3. For (5310, 5316, or 5317) grant requests, how will the targeted population(s) benefit from the requested capital equipment? **The requested capital equipment will be utilized to expand the transportation services available to the segments of the population eligible for services under these programs. As indicated above, current general public demand response services are at or nearing capacity and are unable to meet the needs of these populations. Additional vehicles will be utilized to expand the modes of services offered to these populations as well.**

**K. Coordination of Service**

1. What human service agencies, employment / training programs, or other transportation providers has the agency met with in the last year to discuss transit service coordination? Explain the outcomes: **In, Fy08, Fort Bend County continued planning discussion with the two primary human service agency transportation providers in the County, The Texana Center and Fort Bend County Senior Citizens and Much, Much, More and developed partnerships with The ARC of Fort Bend, The United Way, The Worksource and The George Foundation.. The Texana Center, The ARC of Fort Bend, The United Way and The George Foundation partnered with Fort Bend County for the submission of New Freedom and JARC applications which were ultimately awarded. Discussions with Fort Bend Senior Citizens and Much, Much, More led to a decision by the agency to eliminate its transportation program and contract with the County for those services. At this writing, Fort Bend County is negotiating a service contract with The Worksource to provide 100% of the service costs related to implementing JARC services ahead of the proposed grant contracting schedule and to provide 100% of the local match for the grant once it is finalized.**

2. Check the statements below for which the agency presently coordinates or shares services or vehicles with other agencies and those which the agency is willing to consider in an effort to increase coordination.

	Currently Do	Would Consider
Sending drivers to training held by others	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inviting other drivers to attend training	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sharing back-up vehicles with other agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Providing information to riders/patrons on other available services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Working with other agencies to identify when there is space available on their vehicles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchasing rides from other agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Selling rides to other agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: _____		

3. Describe the agency's role in the regional public transportation coordination planning efforts? **Fort Bend County's Public Transportation Director has continued the County's efforts to stay involved in regional public transportation coordination efforts. The Director was a member of the area's original steering committee for the regional plan and has recently been appointed to the MPO's committee charged with the responsibility of implementing projects recommended in the plan.**
4. How will the project address gaps and / or barriers identified in the regional public transportation coordination plan? **The regional plan identified both service deficiencies and the need for services to the transit dependent populations in the region. Fort Bend County's public and specialized transportation programming in FY09 will expand existing services and implement services designed to accommodate people with disabilities, low income individuals and the elderly.**
5. Describe any special efforts made to provide information about the agency's service to human service agencies, the Work Force Center, or other activity centers. **Under the New Freedom Program, Fort Bend County hired a mobility manager. Tasks for this position include outreach to both human service agencies and transportation providers operating in Fort Bend County. Outreach efforts have two purposes, first to gather the information necessary to publish a resource guide for these services and secondly, to begin discussions related to coordination of services. Efforts currently underway with The Worksource are anticipated to result in funding to increase services available to low income residents as well as people with disabilities. At this writing, Fort Bend County and The Worksource are negotiating a contract to implement services for these purposes.**

**L. Intelligent Transportation System (ITS) Project**

1. Will ITS equipment (such as computer software, communications equipment, etc) be purchased during the fiscal year covered by this application? Yes  No  If Yes, list the ITS equipment funded by this application. In FY08, Fort Bend County plans to access traffic monitoring camera video. While not specifically requested at this writing, it is possible that additional equipment may be needed in FY09 to complete this project. In addition, Fort Bend County installed automated dispatching and scheduling software in FY08. While not anticipated at this writing, it is possible that there may be a need to purchase additional software and/or equipment related to these activities. As grants are requested and awarded, proposals may include additional equipment and office software for staff that may be funded under these programs.
2. Identify the Regional ITS Architecture and Deployment Plan(s) that includes this agency. Houston-Galveston Area.

**M. Civil Rights**

1. Has the agency received any civil rights related lawsuits or complaints within the past three years?  Yes  No If Yes, provide the following information:
  - A concise description of the lawsuit or complaint alleging discrimination. N/A
  - A statement of the status or outcome of lawsuits or complaints. N/A
2. Does the agency have an Equal Employment Opportunity Policy?  Yes  No
3. Number of transit-related employees: 9 (An employee is considered a transit-related employee if they are classified as such (full or part-time) or if part of their salary is paid with transit funds.)

**N. Fiscal / Managerial Capabilities**

As prescribed by the U.S. Office of Management and Budget (SF-424B and SF-424D), each subrecipient must have the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;

➤ **Proof of Fiscal Capabilities**

1. Before the application will be approved the Agency must attach, the following current financial statements:
  - i. Balance Sheet,
  - ii. Income Statement, and
  - iii. Statement of Cash Flows

Are all the above financial statements attached?  Yes  No If No, explain \_\_\_\_\_

➤ **Audits and Cost Allocation Plans**

2. Will indirect costs be charged to the proposed grant?  Yes  No If Yes, are costs supported by an cost allocation plan in accordance with OMB Circular A-87 and approved by the cognizant agency?  Yes  No If Yes, attach the Cost Allocation Plan Certification. If No, explain \_\_\_\_\_
3. Has the agency expended \$500,000 or more in federal awards in a year?  Yes  No If Yes, were annual audits completed in accordance with OMB Circular A-133 and submitted to the TxDOT district?  Yes  No
4. Are there any unresolved audit findings?  Yes  No If Yes, explain \_\_\_\_\_

## O. Program Management

### > General

1. Describe the agency's experience in managing programs that include state and federal funds?  
Fort Bend County is a unit of local government as defined in the Texas Administrative Code. As such, the County's governing structure includes several different departments with specific responsibilities designed to appropriately manage and account for public funds. The County's organizational structure includes a County Auditor, County Treasurer, County Attorney and Purchasing Department. As a recipient of numerous federal and state grant funding programs, the County has the experience and organizational structure necessary to provide stewardship for these programs. Ms. Shelton will serve as Primary Contact for all TXDOT programs and is the Department Head for the Fort Bend County Transportation Department. Ms. Shelton brings over 18 years of experience in transportation management and operations to the project. She has served as the County's Transportation Director for three years. Prior to joining Fort Bend County, Ms. Shelton directed a demand response public transit system operating 26 routes at peak service for 14 years and initiated capital projects valued at over 11 million dollars. Ms. Shelton's significant experience and training in public transportation will insure that program regulations and objectives are achieved.
2. In the last fiscal year has the agency requested a contract extension(s) from TxDOT for a Public Transportation grant?  Yes  No If Yes, explain An extension was requested to accommodate delivery of vehicles as well as purchase of dispatching software.

### > Procurement

3. Does the agency have written procurement policies and procedures?  Yes  No

### > Maintenance

4. Does the agency's vehicle preventive maintenance program include all the required elements?  
 Yes  No

## P. Local Support

1. Describe the local support received by the agency (such as resolutions by local governing bodies, and endorsement letters from other organizations or individuals). With the creation of the Fort Bend County Rural Transit District, resolutions of support were passed by each city located in Fort Bend County. Copies of these resolutions are on file in the District's Public Transportation Coordinator's office. The JARC and New Freedom program applications contain both commitment letters and letters of support related to those program applications. The New Freedom program application submitted to TXDOT contains copies of the commitment letters referenced. Copies of the support letters for the JARC application are available from Fort Bend County's Transportation Department. Commitment letters were received from Texana, The Arc of Fort Bend County, and The George Foundation. Letters of support include but are not limited to letters from private business owners, Mayors, and human service agencies.

## Q. Public Involvement

1. How has the agency engaged the public to provide input for agency service planning and project selection (e.g. route changes, fare structure, new service and capital expenses). Fort Bend County, as a member of the Houston Galveston Area Council (HGAC), the area's Metropolitan Planning Organization, participates and accepts public input through the planning processes performed by HGAC. HGAC has amending their public outreach effort publications to include specific information on the regions public transportation providers and programs to insure the public is aware of these opportunities for input in the Transportation Improvement Program and Regional Transportation Plan public input processes and meetings. All applications are approved by Fort Bend County's Commissioner's Court in open session. Each session provides an opportunity for public input. As part of the County's routine annual operations, numerous community presentations are given by Transportation Department staff. These venues are utilized to promote the transportation services provided as well as to gain input from the community regarding service preferences or problems.

## **R. Presidential Coin Act**

In accordance with Public Law 109-145, beginning January 1, 2008, all transit systems that receive operational subsidies or any disbursement of funds from the Federal Government, shall be fully capable of accepting and dispensing \$1 coins and must display signs and notices denoting such capability on the premises where coins or currency are accepted or dispensed, including on each vending machine.

1. Is the agency in compliance with the Presidential Coin Act (Public Law 109-145)?  Yes  No  
If No, explain \_\_\_\_\_

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**End of Section III**

**Section IV:**

AS PER ORIGINAL

**AGENCY SIGNATURE WARRANTY AND ASSURANCE**

The undersigned signatory for the Agency hereby represents and warrants that the information provided in this Application is accurate to the best of my knowledge. The undersigned signatory for the Agency hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement and that he/she has full and complete authority to enter into an agreement on behalf of the organization. The undersigned signatory for the Agency further represents and warrants the Agency is in compliance with all statutory requirements and regulations.

**Fort Bend County**

Agency Name

Signature

Date

5-13-08

**Robert E. Hebert, County Judge**

Typed or Printed Name and Title

**TXDOT DISTRICT REVIEW**

The undersigned signatory hereby represents and warrants that the information provided in this Application has been reviewed, and is complete and accurate to the best of my knowledge

Typed / Printed Name of TxDOT District PTC

District

Signature

Date

**REQUIRED ATTACHMENTS CHECKLIST**

Check off the item after ensuring it has been included, if required.

Agency	PTC	Section	Area	Required Attachments (if applicable)
<input checked="" type="checkbox"/>	_____	II.	C.	Project Budget Worksheet
<input checked="" type="checkbox"/>	_____	III.	A.	Schedule(s) / map(s) / brochure(s)
_____	_____	III.	E. 1.	Complementary Paratransit Plan
<input checked="" type="checkbox"/>	_____	III.	I. 1	Current agency inventory list or a copy of most recent PTMS
<input checked="" type="checkbox"/>	_____	III.	N. 1.	Balance Sheet, Income Statement and Statement of Cash Flows
_____	_____	IV.	N. 2.	Cost Allocation Plan Certification

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**End of Section IV**



**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 May 13, 2008

**Regular Agenda:**

1. Take all appropriate action to authorize the purchase of telephone equipment and maintenance from Datavox Business Communications for the Beechnut location telephone system utilizing the Department of Information Resources (DIR) contract DIR-SSD-272, in an amount not to exceed \$33,000.00. (Funding: Facilities 100570888 64600)



Beechnut Location Communication Manager 5.0 S8300/G350

QTY	SAP Material Codes	Material Description	Equipment Price	Installation
1	IH 700407810	S8300C MEDIA SERVER	\$1,400.00	
1	IH 700397078	G350 MEDIA GATEWAY VINTAGE D.1	\$1,960.00	
1	IH 700406267	S8300/S8400 CD/DVD ROM DRIVE	\$245.00	
1	AI 700414972	COMMUNICATION MANAGER 4.0 LINUX UNITY SOFTWARE CD NEW SYSTEM	\$70.00	
1	DA 196709	50 USER R4 COMMUNICATION MANAGER ENTERPRISE EDITION BUNDLE S8300/S8400 SERVERS	\$5,600.00	
1	IH 700394661	MM711 ANALOG MEDIA MODULE	\$1,120.00	
1	IH 700394711	MM717 24 PORT DIGITAL COMMUNICATION PROTOCOLE MEDIA MODULE	\$1,680.00	
1	IH 700394737	MM710 E1/T1 MEDIA MODULE	\$2,100.00	
1	AI 700395445	120A CSU CABLE 50FT	\$21.00	
1	AI 700406101	DS1 LOOPBACK JACK 700A	\$86.80	
1	IS 700405020	USB MODEM V.92 56K	\$175.00	
1	RK 408357077	POWER BYP DIST MOD 120V 700-1500VA	\$269.10	
1	RK 194384	UPS ONLINE 1500VA W/SNMP/RAIL, 120V	\$1,189.30	
1	RK 700434798	UPS ENVIRONMENTAL PROBE	\$142.56	
1	DI 700381585	TELEPHONE SET 2420 DIGITAL VOICE DK GRY	\$458.50	
21	DI 700381999	TELEPHONE SET 2410D GLOBAL DIGITAL VOICE TERM	\$6,909.00	
1	AI 405362641	POWER CORD USA	\$6.30	
1	IH 700012909	24 PORT LINE PATCH PANEL	\$210.00	
1	195476	SOFTWARE SUPPORT COMMUNICATION MANAGER MODEL	\$3,192.08	
1	MTCE	AVAYA DATAVOX MAINTENANCE SUPPORT (1 Year)	\$1,569.24	
		<b>Sub-Total</b>	<b>\$28,403.88</b>	<b>\$4,000.00</b>
		<b>Total Equipment, Estimated Installation and Training</b>	<b>\$32,403.88</b>	

The Avaya warranty only covers parts. The replacement of the parts from Avaya under warranty are delivered within 10 Days.

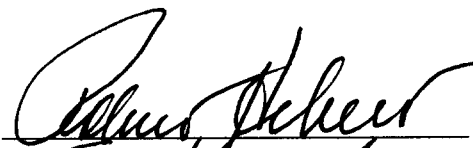

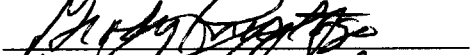
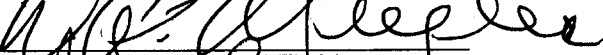
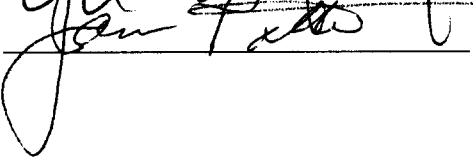
DataVox Inc.  
Confidential

3/26/2008

Pricing Valid for 60 Days

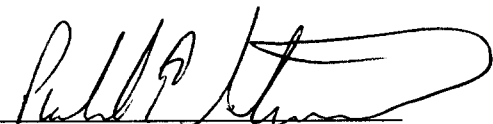
**IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY  
FOR THE FISCAL YEAR 2008**

On this the 13<sup>th</sup> day of May, 2008 at a regular session of  
Commissioners' Court with the following present:

County Judge	<u></u>
Commissioner, Precinct 1	<u></u>
Commissioner, Precinct 2	<u></u>
Commissioner, Precinct 3	<u></u>
Commissioner, Precinct 4	<u></u>

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha  
and seconded by Commissioner Prestage, duly put and carried, it is ordered  
that the bills be approved in the amount up to \$ 7,732,359.58 as presented by  
Robert Ed Sturdivant, County Auditor.

\*\*\*\*\*APPROVED\*\*\*\*\*

  
County Auditor

Date: \_\_\_\_\_

Time Reconvened: \_\_\_\_\_

Time Adjourned or Recessed: \_\_\_\_\_

# Fort Bend County

## Scheduled Disbursements for May 13, 2008

Except as indicated all checks will be released after Commissioners' Court on May 13, 2008

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008</u> <u>Payments</u>	
5/13/2008	2M BUSINESS PRODUCTS, INC	1,669.14	62,256.17	
5/13/2008	A C PLUMBING SUPPLY, INC	32.00	448.58	
5/13/2008	A M AUTOMOTIVE	25.00	1,490.00	
5/13/2008	ABC MEDICAL EQUIPMENT, INC	9.50	9.50	
5/13/2008	ACCENT	329.25	1,455.00	
5/13/2008	ACCURINT	726.55	6,130.30	
5/13/2008	ACETYLENE OXYGEN COMPANY	88.43	4,015.64	
5/13/2008	ACS STATE HEALTHCARE, LLC	361.70	361.70	
5/13/2008	ADA RESOURCES, INC	2,859.30	2,201,887.43	
5/13/2008	ADVANT TECH SOLUTION	530.00	19,003.18	
5/13/2008	AFC CORPORATE TRANSPORTATION	282,735.98	365,747.45	
5/13/2008	AGUILAR, PRISCILLA	227.76	25,824.56	
5/5/2008	ALABAMA CHILD SUPPORT	207.86	2,286.46	Note: 2
5/13/2008	ALAMO IRON WORKS, INC	1,162.99	40,715.59	
5/13/2008	ALBARADO, CYNTHIA	58.55	81.59	
5/13/2008	ALCOCER, MANUELA	1,600.00	3,925.00	
5/13/2008	ALLEN, SAN JUANITA	29.69	219.22	
5/13/2008	ALLIED HEALTH SERVICES	18,827.75	304,386.26	
5/13/2008	ALLIED WASTE SERVICES, 853	461.18	6,069.96	
5/12/2008	AMEGY BANK	26.00		Note: 1
5/5/2008	AMERICAN FAMILY LIFE INSUR	10,585.71	161,261.05	Note: 2
5/5/2008	AMERICAN HERITAGE LIFE INS	1,192.38	20,252.36	Note: 2
5/13/2008	AMERICAN MESSAGING SERVICES	369.54	6,050.42	
5/13/2008	AMERICAN SOCIETY OF	330.00	330.00	
5/12/2008	AMERIPOINT TITLE	86.00		Note: 1
5/13/2008	AMS OF HOUSTON, INC	1,486.76	1,486.76	
5/13/2008	AMSAN TEXAS	113.12	2,923.24	
5/12/2008	ANCHORLOANS	10.00		Note: 1
5/13/2008	AQUA MAKER, LLC	49.95	462.87	
5/13/2008	ARAMARK UNIFORM SERVICES, INC	502.82	9,454.63	
5/13/2008	ARCHER CHRYSLER PLYMOUTH	81.60	1,213.30	
5/13/2008	ARZU, FRANCES	450.00	14,670.00	
5/13/2008	ASHFORD, ERIC	1,125.00	21,340.00	
5/13/2008	AT & T	33,963.98	710,025.91	
5/8/2008	ATTORNEY GENERAL OF TEXAS	925.98		Note: 1
5/13/2008	AUTO TRUCK APPRAISERS, INC	104.00	3,911.00	
5/13/2008	AUTOARCH ARCHITECTS, LLC	22,596.43	98,089.80	
5/13/2008	AVERY, BENITA	32.83	375.99	
5/13/2008	AVES AUDIO VISUAL SYSTEMS, INC	1,324.00	2,402.00	
5/13/2008	AVIA PARTNERS	24,566.08	425,695.49	
5/13/2008	B AND B INDUSTRIES	6,363.91	95,220.69	
5/13/2008	BADO EQUIPMENT SERVICE CO, INC	333.56	2,449.79	
5/13/2008	BAILEY'S HOUSE OF GUNS INC	1,493.10	23,134.78	
5/12/2008	BALCOM LAW FIRM PC	21.00		Note: 1
5/13/2008	BANKSTON, DONALD W	2,700.00	8,300.00	
5/12/2008	BARANOWSKI, TOMASZ PETER	712.50		Note: 1
5/12/2008	BARKER, JAMES A	43.00		Note: 1
5/13/2008	BARNES, LINDA	115.46	252.42	
5/12/2008	BARTLEY & SPEARS PC	5.00		Note: 1
5/13/2008	BARTON, BARBARA	26.26	163.78	
5/13/2008	BASS CONSTRUCTION COMPANY INC	77,184.27	1,991,417.20	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008</u> <u>Payments</u>	
5/13/2008	BATCHAN, JOHN W JR	6,075.00	29,200.00	
5/13/2008	BATSON, MANDY	27.04	27.04	
5/13/2008	BAYOU BEND APARTMENTS	550.00	550.00	
5/13/2008	BECERRA, COLGIN AND PERWIN	819.00	15,824.91	
5/13/2008	BEE UNIQUE	139.00	3,194.00	
5/13/2008	BERRY, RANDAL	284.00	284.00	
5/13/2008	BIRD, ROBERT	96.00	1,560.00	
5/13/2008	BLUE CROSS AND BLUE SHIELD	317.65	2,381.99	
5/13/2008	BODDY, LASHANDRA	368.14	368.14	
5/13/2008	BOON-CHAPMAN BENEFIT	35,936.47	1,302,686.19	
5/13/2008	BORREGO, CAROL	504.23	527.73	
5/13/2008	BOSWELL, HEATHER	290.38	1,278.66	
5/13/2008	BOSWORTH PAPERS, INC	1,371.49	4,423.24	
5/13/2008	BOUND TREE MEDICAL LLC	7.72	126,484.45	
5/13/2008	BOYD, JENINE	74.00	994.41	
5/13/2008	BRAESWOOD OCCUPATIONAL CLINIC	213.00	6,608.83	
5/13/2008	BRAZOS FENCE INC.	91,392.00	91,392.00	
5/13/2008	BRENHAM WHOLESALE GROCERY CO	1,408.40	231,842.10	
5/5/2008	BRIDGES, JESICA	92.31	1,476.96	Note: 2
5/13/2008	BRODART CO	5,335.40	344,357.61	
5/13/2008	BROWN AND GAY ENGINEERS, INC	7,404.95	45,890.61	
5/13/2008	BROWN, SALLY R	92.82	288.96	
5/13/2008	BRYANT, KEN	2,175.00	24,065.00	
5/13/2008	BUILDING SPECIALTIES	1,074.00	14,823.83	
5/8/2008	BUREAU OF VITAL STATISTICS	300.00		Note: 1
5/13/2008	BURROUS, JAMES	211.54	211.54	
5/13/2008	CALHOUN, JOAN	95.95	178.73	
5/13/2008	CALLS R US ANSWERING SERVICE	65.00	390.00	
5/13/2008	CALVIT, MICHAEL	22.12	62.58	
5/12/2008	CAPITAL BANK	5.00		Note: 1
5/12/2008	CAPITAL ONE BANK	17.00		Note: 1
5/13/2008	CAPPS RENT A CAR, INC	1,120.00	1,235.00	
5/13/2008	CARDEN, MARTIN D	150.00	3,687.50	
5/13/2008	CARNES FUNERAL HOME, INC	2,940.00	25,705.00	
5/13/2008	CARPENTER, SCOTT W.	91.17	254.18	
5/13/2008	CARTER, WILLIAM A, III	168.78	1,946.72	
5/12/2008	CASEY JOHN LAMBRIGHT PC	25.00		Note: 1
5/13/2008	CASTANEDA, ROBERT	47.98	308.16	
5/12/2008	CDS	12.00		Note: 1
5/13/2008	CEASER, KENDRIC	1,000.00	44,277.00	
5/13/2008	CENTERPOINT ENERGY	150.00	9,939.93	
5/13/2008	CENTERPOINT ENERGY ENTEX	121.00	219,313.89	
5/13/2008	CENTRAL HARDWARE NO 2, LLC	122.28	5,924.14	
5/13/2008	CENTRAL RESTAURANT PRODUCTS	153.30	871.67	
5/13/2008	CERVENKA, JUDY	320.00	1,928.42	
5/13/2008	CHALKS TRUCK PARTS, INC	186.65	7,891.37	
5/5/2008	CHAMPION ENERGY SERVICES,	1,080.43	184,166.60	Note: 2
5/13/2008	CHAMPION FASTENER AND	1,248.49	11,505.71	
5/12/2008	CHASE	15.00		Note: 1
5/13/2008	CHAVARRIA, LISA	25.25	32.20	
5/13/2008	CHILD ADVOCATES OF FT BEND CO	5,494.13	49,748.92	
5/5/2008	CHILD SUPPORT SPECIALISTS,	80.76	888.36	Note: 2
5/13/2008	CHILDERS, CAROLYN J	123.56	235.85	
5/12/2008	CHUKWURAH, CYRIL OKEY E	10.00		Note: 1
5/12/2008	CIA SERVICES INC	22.00		Note: 1
5/13/2008	CINGULAR WIRELESS	2,050.81	65,865.93	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008</u> <u>Payments</u>	
5/13/2008	CITI RESIDENTIAL LENDING	815.53	815.53	
5/13/2008	CITY OF HOUSTON, WATER DEPT	298.70	39,080.49	
5/13/2008	CITY OF RICHMOND	21,541.59	467,172.63	
5/13/2008	CITY OF ROSENBERG	200.00	167,856.43	
5/13/2008	CITY OF SUGAR LAND	46.48	697,409.05	
5/13/2008	CLARK, FORREST H.	900.00	900.00	
5/13/2008	CLAUNCH & MILLER, INC	775.00	10,573.44	
5/12/2008	CLOSING DOCUMENTATION SERV	22.00		Note: 1
5/13/2008	COASTAL BUTANE SERVICE CO	506.25	17,163.60	
5/8/2008	COCO, SHUNTEL M	65.00		Note: 1
5/12/2008	COLLINS, SAMUEL B	112.04		Note: 1
5/5/2008	COLONIAL LIFE AND ACCIDENT	3,501.77	51,124.96	Note: 2
5/13/2008	COMEAX, TAMI C	49.69	303.89	
5/12/2008	COMMONWEALTH TITLE	15.00		Note: 1
5/13/2008	COMPUSA GOVT EDUCATION	394.80	41,947.13	
5/13/2008	CONSOLIDATED COMMUNICATIONS	983.94	13,090.42	
5/13/2008	CONTINENTAL BATTERIES	228.90	22,535.40	
5/13/2008	COOPER, VANCE T	61.25	689.54	
5/13/2008	CORPORATE EXPRESS IMAGING	528.06	69,697.60	
5/13/2008	CORPORATE OUTFITTERS	820.00	11,049.72	
5/13/2008	CORTES, EDUARDO	525.00	6,425.00	
5/13/2008	COTLAR, DORIAN	700.00	3,750.00	
5/13/2008	COUNTRYMAN, MARK	370.36	2,739.17	
5/13/2008	COX, JOE	29.73	656.75	
5/13/2008	COX, LEE D	3,675.00	21,445.00	
5/13/2008	CROMEDY, JOHN	410.56	410.56	
5/12/2008	CROSBY STATE BANK	5.00		Note: 1
5/13/2008	CROWNE PLAZA HOTEL ADDISON	384.20	384.20	
5/13/2008	CURTIS, MALLORY	22.37	22.37	
5/13/2008	D AND S TRUCK PARTS AND	212.20	5,915.77	
5/13/2008	DATAVOX BUSINESS COMMUNICATION	2,089.00	114,511.54	
5/13/2008	DAVIS BROTHERS AUTO SUPPLY	452.58	15,875.73	
5/13/2008	DAVIS III, NEAL	300.00	300.00	
5/13/2008	DE LA RUE CASH SYSTEMS, INC	337.14	462.14	
5/13/2008	DE MOLANO, LUZ MARYI	25.00	2,150.00	
5/13/2008	DELL MARKETING L.P.	1,934.13	531,927.26	
5/13/2008	DEMCO, INC	1,084.23	4,301.10	
5/13/2008	DIRECT ENERGY, L P	245.62	23,638.25	
5/13/2008	DIRECT TV	76.98	565.70	
5/13/2008	DITTRICH, PATRICIA	76.76	267.92	
5/13/2008	DLUHY, RANDAL K	146.87	146.87	
5/13/2008	DOGGETT, KASEY	300.00	7,945.00	
5/13/2008	DRACHENBERG, RONALD D.	1,424.55	2,566.47	
5/13/2008	DRURY INN	282.90	1,466.53	
5/13/2008	DUCKETT, TONY K	250.00	3,008.00	
5/13/2008	DUFF, MARY E	120.00	13,303.31	
5/12/2008	DUFF, MARY ELIZABETH	5.00		Note: 1
5/13/2008	DUNBAR ARMORED, INC	11,004.50	87,717.50	
5/13/2008	EATON ELECTRICAL	1,716.00	1,716.00	
5/13/2008	EDWARDS, JAMES W.	221.63	341.04	
5/13/2008	EDWARDS, KENT M	145.29	1,072.69	
5/13/2008	EL CAMPO LEADER - NEWS	35.00	35.00	
5/13/2008	ELEVATOR TRANSPORTATION	515.00	3,340.00	
5/13/2008	ESP OFFICE SOLUTIONS, LLC	4,955.00	206,776.64	
5/8/2008	EVANS, SHERRI A	57.00		Note: 1
5/13/2008	EXECUTEAM CORPORATION	5,616.11	943,561.30	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008</u> <u>Payments</u>	
5/13/2008	FADEN, CARY M	800.00	75,110.00	
5/13/2008	FAUCETT, MARK	900.00	7,380.00	
5/5/2008	FBC EMPLOYEE BENEFIT FUND	101,837.01	1,142,470.96	Note: 2
5/5/2008	FBC SECTION 125	14,312.22	166,643.02	Note: 2
5/13/2008	FEDEX	11.34	2,302.12	
5/12/2008	FIRST AMERICAN TITLE	16.00		Note: 1
5/12/2008	FIRST AMERICAN TITLE CO	10.00		Note: 1
5/13/2008	FIRST CHOICE POWER, INC	882.08	7,785.73	
5/13/2008	FLORIDA MICRO LLC	136.00	16,329.88	
5/13/2008	FLOWERS BAKING COMPANY	452.58	25,480.20	
5/13/2008	FORT BEND BODY SHOP	1,017.00	45,508.25	
5/13/2008	FORT BEND CO MUD #50	150.00	177.65	
5/13/2008	FORT BEND COMMUNITY	17,066.50	196,590.28	
5/13/2008	FORT BEND COUNTY	663,014.43	1,991,599.97	
5/5/2008	FORT BEND COUNTY CHILD SUP	166.36	1,991,599.97	Note: 2
5/12/2008	FORT BEND COUNTY CLERK	1,150.84		Note: 1
5/5/2008	FORT BEND COUNTY DEPUTY	2,470.60	34,739.14	Note: 2
5/8/2008	FORT BEND COUNTY DISTRICT	150.00		Note: 1
5/5/2008	FORT BEND COUNTY GENERAL F	217.35	2,506.86	Note: 2
5/13/2008	FORT BEND HERALD	2,104.53	6,801.25	
5/13/2008	FORT BEND HYDRAULICS INC	3,650.46	35,835.84	
5/13/2008	FORT BEND IMAGING, INC	300.00	8,813.00	
5/13/2008	FORT BEND/SOUTHWEST STAR	3,612.00	6,311.00	
5/13/2008	FRACNO, EDUARDO JESUS	750.00	750.00	
5/13/2008	FRALEY, FRANK J	1,575.00	21,122.50	
5/13/2008	FRANCO, EDUARDO	1,300.00	11,475.00	
5/13/2008	FRESQUEZ, LYNDA J	950.00	7,310.00	
5/13/2008	FRY, SANDRA	464.95	3,247.13	
5/13/2008	G & C BUILDING MAINTENANCE	4,010.00	53,691.87	
5/13/2008	G AND K SERVICES	809.58	64,152.54	
5/13/2008	G T DISTRIBUTORS, INC	174.95	73,950.09	
5/13/2008	GARCIA, BOBBIE C.	214.62	296.50	
5/8/2008	GARCIA, JORGE I	2,950.00		Note: 1
5/13/2008	GARCIA, MINERVA	260.00	260.00	
5/13/2008	GASTON, REGINALD L	96.00	1,362.00	
5/13/2008	GAYLORD BROS, INC	800.00	9,129.49	
5/13/2008	GERLAND'S GRAND MARKET 78	262.68	1,680.60	
5/13/2008	GILBERT, STEVEN J	300.00	52,805.50	
5/12/2008	GILBREATH, STAVIS	8.00		Note: 1
5/13/2008	GILLEN PEST CONTROL, INC	410.00	21,334.00	
5/13/2008	GLOBALSTAR, LLC	284.11	1,962.78	
5/13/2008	GOLLAHER, KAREN, PSY D	900.00	11,160.00	
5/8/2008	GOODEN, ANGELINA	20.00		Note: 1
5/13/2008	GRAINGER	317.25	56,697.45	
5/5/2008	GREAT SOUTHERN LIFE INSURA	2,138.19	39,632.15	Note: 2
5/13/2008	GRIGAR, SANDY L.	49.49	240.11	
5/12/2008	GUIDRY, TRUDY	12.00		Note: 1
5/13/2008	GULF COAST MATERIALS	525.14	33,508.51	
5/13/2008	GULF COAST PAPER COMPANY	2,059.13	95,788.90	
5/13/2008	HALL, KEVIN M	2,125.00	8,985.00	
5/13/2008	HARRIS COUNTY - J I M S	6.50	199,116.59	
5/8/2008	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
5/13/2008	HART INTERCIVIC	433.00	524,602.12	
5/13/2008	HAYS COUNTY TREASURER	12,968.00	67,478.00	
5/13/2008	HECKER, DON A	3,100.00	29,890.00	
5/12/2008	HEIDRICK, MICHAEL A	475.00		Note: 1

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008 Payments</u>	
5/13/2008	HEINS, CONNIE	250.76	250.76	
5/5/2008	HEITKAMP, WILLIAM E	1,509.52	21,575.03	Note: 2
5/13/2008	HELPMAN FORD CO INC	100.00	1,701,248.97	
5/13/2008	HEPLER, CYNTHIA	126.25	133.37	
5/13/2008	HERBERT L JAMISON & CO, LLC	1,384.02	5,536.08	
5/13/2008	HICKS-RICHARDSON ASSOCIATES	1,000.00	11,399.76	
5/13/2008	HIGH QUALITY CLEANING SERVICES	1,580.00	47,702.31	
5/13/2008	HOBSON, DAVID W, M D	37.49	5,970.79	
5/12/2008	HOFFMAN, JEFFREY LEE	36.00		Note: 1
5/13/2008	HOLIDAY INN - SEAWALL	97.75	97.75	
5/13/2008	HOLIDAY INN EXPRESS VICTORIA	133.33	133.33	
5/13/2008	HOLUB, GEORGE	104.16	104.16	
5/13/2008	HOME DEPOT CREDIT SERVICES	1,984.36	42,655.93	
5/13/2008	HOUSTON 2-WAY RADIO	48.00	586.90	
5/13/2008	HOUSTON AREA LAW LIBRARIANS	25.00	25.00	
5/13/2008	HOUSTON COMMUNICATIONS	5,427.00	5,940.63	
5/13/2008	HOUSTON COMMUNITY NEWSPAPER	4,348.94	9,636.96	
5/13/2008	HOUSTON FREIGHTLINER, INC	730.03	452,268.93	
5/13/2008	HOUSTON MEDICAL TESTING	2,181.00	23,027.00	
5/13/2008	HPI INTERNATIONAL, INC	629.83	7,186.40	
5/13/2008	HPSO	120.00	240.00	
5/12/2008	HUGHES WATTERS ASKANASE LL	14.00		Note: 1
5/8/2008	HUMPHREY, ANGELA L	1,750.00		Note: 1
5/12/2008	HUNTER KELSEY OF TEXAS LLC	12.00		Note: 1
5/13/2008	HUNTER, DAVID	2,225.00	26,299.75	
5/13/2008	HYATT REGENCY - SAN ANTONIO	854.61	854.61	
5/13/2008	IAEM INTERNATIONAL ASSOCIATION	72.00	340.00	
5/13/2008	IDM COMPUTER SOLUTIONS, INC.	94.90	94.90	
5/13/2008	IHEZUKWU, VICTOR	250.00	13,419.25	
5/13/2008	IKON OFFICE SOLUTIONS INC	1,354.37	1,354.37	
5/13/2008	IMPRESSIVE PRINTING	12.50	20,644.95	
5/13/2008	INGRAM LIBRARY SERVICES	2,359.89	75,465.62	
5/13/2008	INSURANCE INFORMATION EXCHANGE	389.70	2,090.45	
5/13/2008	INTERGROUP ASSOCIATES, INC.	1,039.35	1,039.35	
5/5/2008	INTERNAL REVENUE SERVICE	829,937.81	10,485,598.22	Note: 2
5/13/2008	INTERNET PROBATION AND PAROLE	30.00	50.00	
5/13/2008	INTERSTATE ALL BATTERY SYSTEM	23.00	184.96	
5/13/2008	IRON MOUNTAIN RECORDS	5,765.49	39,983.30	
5/13/2008	ISIDRO, MANUEL	460.00	875.00	
5/13/2008	IVANS INC	77.05	77.05	
5/8/2008	JAIN, ROGER G	219.00		Note: 1
5/12/2008	JEFERY F CARSON & ASSOCIAT	5.00		Note: 1
5/13/2008	JOETTA, COLEMAN	7.99	7.99	
5/13/2008	JOHNSON, KENNY	297.24	297.24	
5/13/2008	JONES & CARTER, INC	20,495.86	115,810.08	
5/13/2008	JONES MCCLURE PUBLISHING	92.00	2,918.59	
5/13/2008	JONES, TENNILLE	971.62	1,767.03	
5/13/2008	JOSEPH, KOSHY K.	1,200.00	1,200.00	
5/13/2008	JPMORGAN CHASE BANK NA	10,555.39	162,319.91	
5/13/2008	JURADO'S UPHOLSTERY & TRIM	50.00	5,294.90	
5/13/2008	JUVENILE JUSTICE ASSOCIATION	720.00	1,140.00	
5/13/2008	K AND N MOBILE DISTRIBUTION	4,181.10	4,181.10	
5/13/2008	KELLY R KALUZA AND ASSOC INC	44,820.00	77,430.75	
5/13/2008	KELLY ST. HOLDING INC.	495.00	495.00	
5/13/2008	KELLY, KELLY D.	252.12	13,115.27	
5/13/2008	KEY ELECTRICAL SUPPLY, INC	54.08	517.21	

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5/13/2008	KEY MAPS INC	132.80	780.15	
5/13/2008	KING, ADRIAN	212.62	1,208.72	
5/13/2008	KING, SUSAN T.	14.65	754.34	
5/13/2008	KLOTZ ASSOCIATES, INC	10,830.00	14,131.62	
5/13/2008	KONICA MINOLTA BUS SOL	259.00	2,136.78	
5/13/2008	KROGER-SOUTHWEST KMA CUSTOMER	378.95	8,490.33	
5/13/2008	LABATT FOOD SERVICE	2,776.25	123,385.99	
5/12/2008	LAGOYE, ABIODUN HENRI	475.00		Note: 1
5/13/2008	LAMAR TRACTOR COMPANY	11.85	11.85	
5/12/2008	LANDAMERICA COMMONWEALTH	20.00		Note: 1
5/13/2008	LANDTEC	566.11	8,386.46	
5/13/2008	LASON SYSTEMS, INC	412.91	41,708.12	
5/13/2008	LAWRENCE MARSHALL CHEVROLET	190.41	7,854.07	
5/13/2008	LAWRENCE MARSHALL FORD MERCURY	695.32	33,455.40	
5/13/2008	LEONHARDT, RANDALL	80.00	160.00	
5/13/2008	LEWIS, DEBRA	13.13	69.69	
5/13/2008	LEXIS-NEXIS	131.00	2,638.00	
5/13/2008	LIANG, CATALINA	2,500.00	8,620.00	
5/13/2008	LIGHT IMPRESSIONS	192.65	214.90	
5/13/2008	LIMESTONE COUNTY SHERIFF DEPT	25,916.00	128,953.74	
5/13/2008	LOGISTECH, INC	251.84	981.77	
5/13/2008	LONE STAR UNIFORMS, INC	68.65	116,327.63	
5/13/2008	LONGORIA, STEPHEN	600.00	2,000.00	
5/13/2008	LOWE'S HOME CENTER	1,107.58	10,904.09	
5/13/2008	LOWREY, KATHY	113.66	225.39	
5/13/2008	LOYA, SABRINA	78.28	175.44	
5/13/2008	LUTZ, JEFFREY	1,000.00	1,000.00	
5/12/2008	MABRY HERBRECK & ROBERTS L	5.00		Note: 1
5/13/2008	MALDONADO, A E	950.00	17,810.00	
5/13/2008	MALDONADO, YVETTE R.	610.06	979.59	
5/13/2008	MALIK, JAMAL	600.00	600.00	
5/12/2008	MANDOLA, GENEVIVE K	10.00		Note: 1
5/13/2008	MANKEY, JON	9.99	223.08	
5/13/2008	MARABLES, JEANETTE	15.13	15.13	
5/12/2008	MARTIN MARIETTA MATERIALS	30.00		Note: 1
5/13/2008	MARTIN, MELISSA	1,575.00	11,450.00	
5/13/2008	MARTINEZ, STEVEN SCOTT	900.00	13,130.00	
5/12/2008	MARVIN L RADER & ASSOCIATE	5.00		Note: 1
5/13/2008	MASTERWORD SERVICES, INC	425.00	568.75	
5/5/2008	MATAGORDA COUNTY CHILD SUP	120.00	1,920.00	Note: 2
5/13/2008	MAURICIO JR, NICOLAS G	150.00	150.00	
5/13/2008	MC DANIEL, CAROLYN	1,650.00	31,690.00	
5/13/2008	MC MEANS, JEFFREY A	3,250.00	7,940.00	
5/13/2008	MCDANIEL, CHRIS J	2,385.00	15,278.28	
5/13/2008	MCDONALD, SHAWN M	1,900.00	12,960.00	
5/13/2008	MCDOWELL, MARGO	337.21	552.76	
5/13/2008	MCI TELECOMMUNICATIONS	25.20	106.23	
5/13/2008	MDE, INC.	495.00	495.00	
5/13/2008	MEADE, MIKE	191.50	502.56	
5/13/2008	MEAUX, EDWARD JOSEPH	1,725.00	34,433.50	
5/13/2008	MEDSERV, INC	305.28	305.28	
5/5/2008	METLIFE	4,672.89	77,936.05	Note: 2
5/13/2008	MICROGRAPHIC IMAGING, INC.	566.00	566.00	
5/13/2008	MIDWEST TAPE	348.27	6,595.20	
5/13/2008	MISSOURI CITY BAPTIST CHURCH	330.00	1,460.00	
5/13/2008	MIZELL, KATHERINE N	198.16	350.63	

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5/13/2008	MOBILE MODULAR MANAGEMENT CORP	1,590.84	12,944.52	
5/13/2008	MOLINA HEALTHCARE OF TEXAS	450.00	450.00	
5/13/2008	MONK, STEVEN D	1,900.00	33,017.50	
5/13/2008	MOORE MEDICAL LLC	184.00	21,728.18	
5/13/2008	MOORE, JAMES R	1,800.00	26,571.00	
5/13/2008	MOORE, SUE ANN	17.17	323.21	
5/13/2008	MORRIS, CANDACE	56.66	262.82	
5/12/2008	MORRISON SUPPLY COMPANY	4.00		Note: 1
5/13/2008	MOUSTAKIS, ERASMIA	31.66	154.81	
5/13/2008	MUNOZ, JEANETTE	374.41	5,225.66	
5/13/2008	MUNOZ, RITO JR.	450.00	1,025.00	
5/13/2008	MUSTANG CROSSING APARTMENTS	615.00	1,800.00	
5/13/2008	MUSTANG TRACTOR & EQUIPMENT CO	585.42	645,231.89	
5/13/2008	NAPA AUTO PARTS	393.79	18,530.34	
5/13/2008	NATIONAL ARCHIVES TRUST FUND	65.00	65.00	
5/5/2008	NATIONAL BOND AND TRUST CO	1,832.64	30,449.28	Note: 2
5/12/2008	NATIONAL CITY MORTGAGE	5.00		Note: 1
5/13/2008	NATIONAL FIRE PROTECTION	37.95	1,772.38	
5/5/2008	NATIONWIDE RETIREMENT SOLU	17,913.87	311,832.20	Note: 2
5/13/2008	NEW YORK TIMES	948.00	948.00	
5/13/2008	NEW, LUPITA	334.31	592.64	
5/13/2008	NEXTEL COMMUNICATIONS	4,344.25	221,329.81	
5/13/2008	NGUYEN, TRUNG	9.99	9.99	
5/13/2008	NJOKU, MICHAEL N	1,550.00	37,893.75	
5/13/2008	NONPROFIT RESOURCE CENTER	659.75	659.75	
5/12/2008	NORTH HOUSTON BANK	5.00		Note: 1
5/13/2008	NORVELL, CHARLES G	277.74	354.78	
5/13/2008	NUECES COUNTY	2,540.29	31,776.85	
5/13/2008	NUMERO UNO	980.00	4,640.00	
5/13/2008	OAKBEND MEDICAL CENTER	1,975.20	813,222.37	
5/13/2008	OFFICE DEPOT, INC	10,219.36	210,425.54	
5/13/2008	OGDEN, DAVID	56.56	403.48	
5/5/2008	OHIO CHILD SUPPORT	302.23	4,533.45	Note: 2
5/12/2008	OLD REPUBLIC	5.00		Note: 1
5/13/2008	OMNI AUSTIN HOTEL SOUTHPARK	327.75	3,823.60	
5/13/2008	OMNI DALLAS HOTEL @ PARK WEST	384.20	653.14	
5/13/2008	OMNI MANDALAY HOTEL	445.05	445.05	
5/13/2008	ORACLE CORPORATION	7,114.99	81,175.88	
5/13/2008	ORLOV, ALEXANDER DO, PA	136.28	136.28	
5/13/2008	ORTEGA, JOHNNY	54.27	54.27	
5/13/2008	OSBURN ASSOCIATES, INC	1,496.00	30,549.50	
5/13/2008	OZARKA	527.44	4,157.71	
5/13/2008	PARADIGM CONSULTANTS, INC	29,467.25	85,498.50	
5/13/2008	PARKER, ALBERT JR.	40.56	251.30	
5/13/2008	PATHWAY TO RECOVERY	17,296.00	72,238.00	
5/13/2008	PAYFORMANCE CORPORATION	6,102.62	8,619.32	
5/5/2008	PEAKE, DAVID G TRUSTEE	1,026.92	12,957.72	Note: 2
5/13/2008	PECAN PARK APARTMENTS	480.00	480.00	
5/13/2008	PEREZ- JARAMILLO, MAGGIE	1,200.00	47,868.75	
5/13/2008	PERFORMANCE FOOD GROUP	6,592.52	112,475.60	
5/13/2008	PERZ, IRA F	600.00	24,412.50	
5/13/2008	PETERSON, BEATRIZ	18.18	32.50	
5/13/2008	PETTY, ERIN	155.39	206.35	
5/13/2008	PHI AIR MEDICAL	4,055.60	32,672.60	
5/13/2008	PIERCE GOODWIN ALEXANDER AND	499,267.29	898,541.52	
5/13/2008	PIKETT, KEITH	27.43	2,730.00	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008 Payments</u>	
5/13/2008	PINTO, PILLY	118.68	299.38	
5/12/2008	PIONEER BANK	5.00		Note: 1
5/13/2008	PITNEY BOWES	81.58	255,504.81	
5/13/2008	PIZZITOLA, JOHN A.	1,000.00	1,400.00	
5/13/2008	POLLY RYON MEDICAL GROUP	115.75	235,541.90	
5/13/2008	PPCT MANAGEMENT SYSTEMS, INC	653.40	653.40	
5/13/2008	PREMIUM FOODS	3,418.95	64,861.58	
5/13/2008	PROJECT K I D S	825.00	825.00	
5/13/2008	PROPERTY ACQUISITION	15,746.25	83,207.50	
5/12/2008	R G MILLER ENGINEERS	65.00		Note: 1
5/13/2008	RAMIREZ, RAMON	119.86	119.86	
5/13/2008	RAMOS, LISA	21.40	21.40	
5/13/2008	RATJEN, CHUCK	19.46	19.46	
5/13/2008	RATNALA AND BAHL, INC	9,410.00	9,410.00	
5/13/2008	RAY BAILEY ARCHITECTS, INC	1,283.44	75,011.13	
5/13/2008	RAY GLASS COMPANY INC	422.86	17,889.94	
5/12/2008	RAY JACKSON PC	5.00		Note: 1
5/12/2008	READY CABLE	5.00		Note: 1
5/13/2008	RED RIVER SPECIALTIES, INC	4,032.00	101,657.90	
5/13/2008	REDWOOD TOXICOLOGY LABORATORY	129.51	737.14	
5/13/2008	RELIANT ENERGY RETAIL SERVICES	4,510.80	68,751.21	
5/13/2008	REPRODUCTION EQUIPMENT SERVICE	218.22	1,397.66	
5/13/2008	REYEX, MONICA	275.00	275.00	
5/13/2008	RHINO SOFTWARE, INC	209.95	209.95	
5/13/2008	RICHMOND BONE AND JOINT CLINIC	841.03	39,976.71	
5/13/2008	ROBERSON, DEEDRA	114.63	1,038.34	
5/13/2008	ROCHESTER MIDLAND	1,078.92	5,370.36	
5/13/2008	ROE, CARMEN	1,950.00	9,625.00	
5/13/2008	ROMCO EQUIPMENT COMPANY	753.70	276,798.12	
5/13/2008	ROSSER INTERNATIONAL, INC.	70,986.38	699,867.44	
5/13/2008	RURAL TRASH SERVICE INC	120.00	840.00	
5/13/2008	SAFETY SHOE DISTRIBUTORS, LLP	777.30	40,295.05	
5/13/2008	SALCEDA, ALBERTO	500.00	4,675.00	
5/13/2008	SANCHEZ, MARIA	26.87	192.41	
5/13/2008	SANTOS ROBERT L	1,350.00	19,152.50	
5/13/2008	SAXON MORTGAGE SERVICES, INC	668.55	714.71	
5/13/2008	SCHAEFER, NINA	900.00	13,081.25	
5/13/2008	SCHULTZ BROS, INC	200.00	600.00	
5/13/2008	SCHULZE, ROSE MARY	46.41	264.27	
5/5/2008	SECURITY BENEFIT LIFE INS	20,462.07	377,322.32	Note: 2
5/13/2008	SEEWEE S TRAVEL BY JACKIE	398.50	15,974.10	
5/13/2008	SEMMLER, CHRISTA	29.83	58.13	
5/13/2008	SERVICEMASTER SOUTHWEST	254.98	1,784.86	
5/13/2008	SETON IDENTIFICATION PRODUCTS	122.79	3,432.85	
5/13/2008	SHARP ELECTRONICS CORPORATION	41.60	3,901.60	
5/13/2008	SHAW, RUBY	900.00	62,597.50	
5/13/2008	SHELTON, PAULETTE	964.44	1,133.28	
5/13/2008	SHERWIN WILLIAMS CO	104.89	7,428.04	
5/13/2008	SHI GOVERNMENT SOLUTIONS INC	6,468.00	161,343.60	
5/13/2008	SHOPPA'S FARM SUPPLY INC	1,095.65	38,460.11	
5/13/2008	SIRIUS COMPUTER SOLUTIONS, INC	19,431.00	23,978.04	
5/13/2008	SLAVINSKI, BOBBY	324.24	2,556.99	
5/13/2008	SLOAN, STEPHANIE	64.64	65.18	
5/13/2008	SMITH, JAMES DENNIS	550.00	7,831.25	
5/13/2008	SMITHERS, DONALD LEE	518.76	766.27	
5/13/2008	SNAP-ON INDUSTRIAL	22.36	16,315.78	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008 Payments</u>	
5/13/2008	SOLUTIONS 4 SURE, INC	6,416.42	38,137.61	
5/13/2008	SOUTHERN TIRE MART, LLC	2,069.20	52,315.84	
5/13/2008	SOUTHWEST MOWER SERVICE CENTER	4,598.00	8,985.28	
5/13/2008	SOUTHWEST SOLUTIONS GROUP	402.40	46,673.26	
5/13/2008	SPARKLETTS WATER	138.89	14,580.97	
5/13/2008	SPARROW, NANCY	31.31	332.15	
5/13/2008	SPEEDWAY SHIRTS AND SIGNS	6,068.77	34,322.43	
5/13/2008	SPRINT FORT BEND COUNTY	465.00	859.00	
5/13/2008	SPRINT WASTE SERVICES L P	1,832.00	12,916.00	
5/13/2008	STAR VIDEO PRODUCTIONS	255.00	5,767.50	
5/13/2008	STASCO INC	796.00	1,337.33	
5/13/2008	STAT CARE OF TEXAS PA	163.07	33,475.07	
5/13/2008	STATE BAR OF TEXAS	1,898.00	2,375.00	
5/5/2008	STATE OF LOUISIANA	453.36	1,813.44	Note: 2
5/13/2008	STATON, TAMMY	225.28	262.37	
5/13/2008	STEELE, CORINNA	250.00	70,205.00	
5/13/2008	STERICYCLE INC	351.12	2,953.18	
5/13/2008	STEVENS, JAMES A	750.00	44,277.50	
5/13/2008	STEVENS, SYNGMAN R JR	1,250.00	4,825.00	
5/13/2008	STEWART TITLE COMPANY	3,406.01	32,306.52	
5/13/2008	STOLER, ALLEN	209.68	666.68	
5/13/2008	STORNELLO, ROSARIO	705.00	13,412.75	
5/13/2008	SUGAR CREEK COUNTRY CLUB	300.00	1,339.56	
5/13/2008	SUGAR LAKES HOA	125.00	250.00	
5/13/2008	SUGAR RIDGE BETHANY GROUP	850.00	850.00	
5/13/2008	SUMMIT FENCE SOUTH, INC	6,980.00	8,820.00	
5/13/2008	SUN COAST RESOURCES, INC	7,380.54	11,738.70	
5/12/2008	SUNTRUST MORTGAGE	26.00		Note: 1
5/13/2008	SW CALVARY BAPTIST CHURCH	100.00	350.00	
5/12/2008	TAX RESCUE II LLLC	12.00		Note: 1
5/12/2008	TAX RESCUE LP	55.00		Note: 1
5/13/2008	TERRY, T K	750.00	38,965.00	
5/12/2008	TEXAS BAY AREA CREDIT UNIO	5.00		Note: 1
5/8/2008	TEXAS CHILD SUPPORT DISBUR	1,400.00		Note: 1
5/13/2008	TEXAS COMMISSION	111.00	2,135.00	
5/5/2008	TEXAS COUNTY & DISTRICT	565,036.11	7,094,568.27	Note: 2
5/5/2008	TEXAS DEPT OF CRIMINAL JUS	5,469.48	53,743.69	Note: 2
5/13/2008	TEXAS DISTRICT AND COUNTY	550.00	15,478.00	
5/13/2008	TEXAS HOMES REALTY & MGMT	1,400.00	1,400.00	
5/13/2008	TEXAS INDUSTRIES INC	90.50	8,178.31	
5/13/2008	TEXAS JUVENILE PROBATION	60.00	3,160.05	
5/13/2008	TEXAS LAND SERVICES	2,750.00	2,750.00	
5/13/2008	TEXAS MARKING PRODUCTS, INC	12.07	1,906.18	
5/12/2008	TEXAS RECORDING ACCOUNT	5.00		Note: 1
5/13/2008	TEXAS WELDERS SUPPLY CO, INC	1,969.66	16,926.18	
5/12/2008	THE BAIN LAW FIRM	22.00		Note: 1
5/5/2008	THE HARTFORD	1,407.00	12,953.00	Note: 2
5/13/2008	THE HEITMAN COMPANY, INC	692.00	2,832.96	
5/13/2008	THE MADDOX GROUP	9,343.89	55,812.96	
5/13/2008	THE RESOURCE NETWORK	762.72	762.72	
5/13/2008	THE TURNING POINT, INC	12,621.00	83,501.50	
5/13/2008	TIMBERLAND ENTERPRISES, INC	1,989.60	37,387.40	
5/13/2008	TORRES, MICHAEL	56.54	275.00	
5/13/2008	TOWNWEST HOMEOWNERS ASSOC	75.00	210.00	
5/13/2008	TREK	59,118.78	437,600.33	
5/13/2008	TRI-ANIM HEALTH SERVICES INC	2.40	15,345.80	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2008 Payments</u>	
5/12/2008	TRICHTER & MURPHY PC	56.84		Note: 1
5/13/2008	TRIPLE-S STEEL SUPPLY CO	882.00	3,437.80	
5/12/2008	TRUSTMARK NATIONAL BANK	10.00		Note: 1
5/13/2008	TU, PAUL	3,450.00	12,176.00	
5/13/2008	TURNER CONSTRUCTION COMPANY	3,307,733.73	11,546,914.66	
5/13/2008	TX ASSOC OF ASSESSING OFFICERS	230.00	1,665.00	
5/5/2008	TX ATTORNEY GENERALS OFFIC	23,786.87	351,869.63	Note: 2
5/13/2008	TXU ENERGY	614.34	21,369.29	
5/13/2008	TYLER TECHNOLOGIES	106,282.94	267,786.13	
5/5/2008	U S DEPARTMENT OF EDUCATIO	125.09	3,487.07	Note: 2
5/13/2008	ULLMANN, STEPHEN	330.00	330.00	
5/12/2008	UNITED HERITAGE	5.00		Note: 1
5/12/2008	UNITED TITLE OF TEXAS	33.00		Note: 1
5/5/2008	UNITED WAY OF THE TEXAS GU	403.72	8,606.57	Note: 2
5/13/2008	UNITEDHEALTH GROUP	2,056.51	2,056.51	
5/13/2008	UNIVERSITY OF HOUSTON	225.00	750.00	
5/13/2008	URETEK USA, INC	61,502.40	238,485.60	
5/12/2008	US RECORDINGS	5.00		Note: 1
5/13/2008	VAUGHN, JASON	355.15	621.07	
5/12/2008	VERA, ANDRES	712.50		Note: 1
5/8/2008	VEREEN, ELIZABETH	10.00		Note: 1
5/13/2008	VERIZON WIRELESS	2,670.43	25,001.42	
5/13/2008	VICTORIA GARDEN APTS	435.00	435.00	
5/13/2008	VILLALOBOS, RICHARD	500.00	500.00	
5/12/2008	VN SERVICES AGENCY	5.00		Note: 1
5/13/2008	VOR-TEX	3,413.50	10,732.20	
5/13/2008	WACHOVIA MORTGAGE FSB	467.34	515.50	
5/13/2008	WALLER, MICHAEL	200.52	200.52	
5/13/2008	WAL-MART PHARMACY 546	2,023.84	26,589.51	
5/13/2008	WARE, ERNESTINE G	401.29	486.85	
5/13/2008	WARREN GREEN & ASSOCIATES	32,000.00	32,000.00	
5/13/2008	WASTE MANAGEMENT	144.70	1,108.48	
5/13/2008	WATSON, TEANA V	450.00	10,418.75	
5/13/2008	WEANT, KENNETH E	175.00	175.00	
5/13/2008	WEBB, JEFFREY ODE	1,525.00	18,427.50	
5/13/2008	WEBB, STEPHANIE	48.00	2,394.78	
5/12/2008	WEBB, TIMOTHY	69.00		Note: 1
5/12/2008	WELLS FARGO HOME MORTGAGE	5.00		Note: 1
5/13/2008	WELLS FARGO HOME MORTGAGE, INC	1,027.18	8,179.91	
5/13/2008	WEST GROUP PAYMENT CENTER	5,459.75	127,432.15	
5/13/2008	WESTERN STATES FIRE PROTECTION	325.00	3,874.30	
5/8/2008	WESTMORELAND, JOANN	24,950.00		Note: 1
5/5/2008	WHARTON COUNTY CHILD	161.54	2,584.64	Note: 2
5/13/2008	WHITEHEAD, KRISTA	81.83	81.83	
5/13/2008	WILLIS, JULIE K	800.00	1,825.00	
5/13/2008	WRIGHT, DWAYNE	800.00	5,200.00	
5/13/2008	WYATT RESOURCES, INC	750.00	48,310.41	
5/13/2008	YBOS, CLARENCE	71.60	71.60	
5/13/2008	YOUNG, BARBARA	696.30	696.30	
5/13/2008	ZAMBRANO, RAQUEL	150.00	150.00	
		<u>7,732,359.58</u>		

Note: Checks released prior to 05/13/08 for the following disbursements:

(1): Registry, Cash Bond, and Fee Officer Payments of \$37,449.70

(2): Payroll and Employee Benefits Payments of \$1,614,773.21

**Engineering Workshop for Fort Bend County Commissioners Court  
Tuesday, May 13, 2008  
Summary**

The purpose of this workshop is for design consultants to present their preliminary roadway designs and recommendations to the Commissioners and Judge for their approval. Information to be presented for each project will include:

- General information (Project number, location, bond allocation, etc.)
- Existing roadway conditions
- Issues/constraints encountered in preliminary design
- Alternatives considered for roadway improvements
- Recommendations (recommended alternative, estimated cost, schedule)

Commissioners Court approval will cause the following subsequent actions to take place:

- Preparation of right-of-way parcel maps
- Negotiations with landowners for right-of-way acquisition
- Preparation of construction drawings by the design consultant
- Negotiations (if necessary) for relocation/adjustment of pipelines

Three projects will be presented:

- Greenbusch Road from Falcon Landing to Pin Oak (Project No. 732)
- Katy-Flewellen Road from Pin Oak to Katy-Gaston (Project No. 734)
- Katy-Gaston Road from Cinco Ranch to F.M. 1093 (Project No. 733)

Each presentation will last between three and five minutes, not including time for questions/comments by Commissioners. The County Engineer will introduce each design consultant.

# FORT BEND COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION FORM

Instructions: Fill out ALL blanks. PLEASE PRINT

Name: Ray Martel

Home Address: 2402 Mt Auburn Dr.

Home Telephone: 281-395-8171

Place of Employment: Retired

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

Piv Oak Village Home Owners Assoc

Which agenda item(s) do you wish to address? #24A Piv Oak / Greenbush Road Project

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

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

Signature: Ray Martel

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

Pin Oak Village Homeowners Association and the residents of Pin Oak Village support the Greenbusch/Westheimer road project

Some of our concerns are:

Keeping the proposed divided median, for safety and aesthetic reasons.

Concern with the new signaled intersection at Pin Oak Road, and the Katy Flewellen Realignment plan, as it meets Misty Bend Drive at the entrance to our neighborhood. This will not be a normal intersection, more of a "T" intersection. The traffic heading East on Katy Flewellen will either turn left (north) on to Pin Oak toward I-10 or turn right (south) toward the existing Westheimer Parkway . Only a limited amount of traffic will go straight (into our subdivision) as there is no destination other than the neighborhood itself, which has outlets only on Greenbusch Road. We would suggest dual turn lanes going both North and South, to improve traffic flow.

At that same intersection there will be heavy traffic going south on Pin Oak wanting to turn right (west) on to Katy Flewellen, as there is presently. This traffic should increase as new housing development and the addition of the new school on Katy Flewellen will bring even more traffic going in that direction. We would urge multiple right turn lanes there as well.

Maintain a lighted and cross walked intersection.

Sound concerns: The road re-alignment impacts Pin Oak Village as the new road cuts thru where no road existed before. Many homes will be affected by this as well as the increase in traffic and multiple lanes. We would like some sort of sound barrier.

Drainage: We would like to know what plans there are to control the drainage, both permanent and during the construction phase.

Access to our neighborhood during construction.

Sidewalks: Connecting existing sidewalks from Westheimer Parkway in front of Rylander Elementary school on the south, to existing sidewalks on Kingsland Blvd at the north, going to the Mills Mall. Presently in our neighborhood we have a US Post Office and shopping centers that are walkable because of lack of traffic as the road currently exists. That will all

change with the new project and intersection. With the proposed new intersection we will have crosswalks, but to where? The definition of the word county used to mean rural, today the county is building urban roads. Greenbusch was once a rural road, complete with the accompany drainage ditches and dangers. Today we have Churches, business and an elementary school that face this road. I personally have seen children walking to Rylander Elementary school from the surrounding neighborhood; the "Bike Racks" are full of the kid's bikes. There are several new existing subdivisions that are surrounding this school that the children could walk to school if we had sidewalks. With gasoline prices destined to go even higher, could we foresee that in some areas that we could eliminate school buses? Think of the gas savings just by adding sidewalks. We are building roads to address increased traffic, it should be both vehicular, and pedestrian traffic as well. We should be building "Green Roads" how much gas could we save by walking to the convenience store at the front of my subdivision that had a crosswalk and sidewalks, than firing up the gas guzzler SUV to get a quick quart of milk. You have to look no further than the new Katy Freeway, I-10, to see sidewalks along both sides of the frontage roads. We could build a model road for Ft Bend County to be proud of, a road of the future. I think it would be easier for future road bond proposals if we included forward thinking, energy conserving, quality of life, ideas.

Thank You.

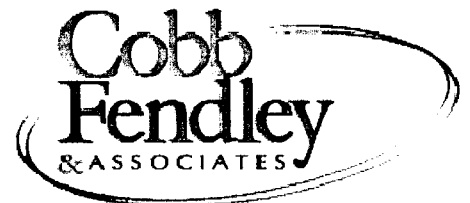
Submitted by Ray Martel  
President, Pin Oak Village HOA

# **GREENBUSCH ROAD/ WESTHEIMER PARKWAY**

## **Preliminary Engineering Proposal**

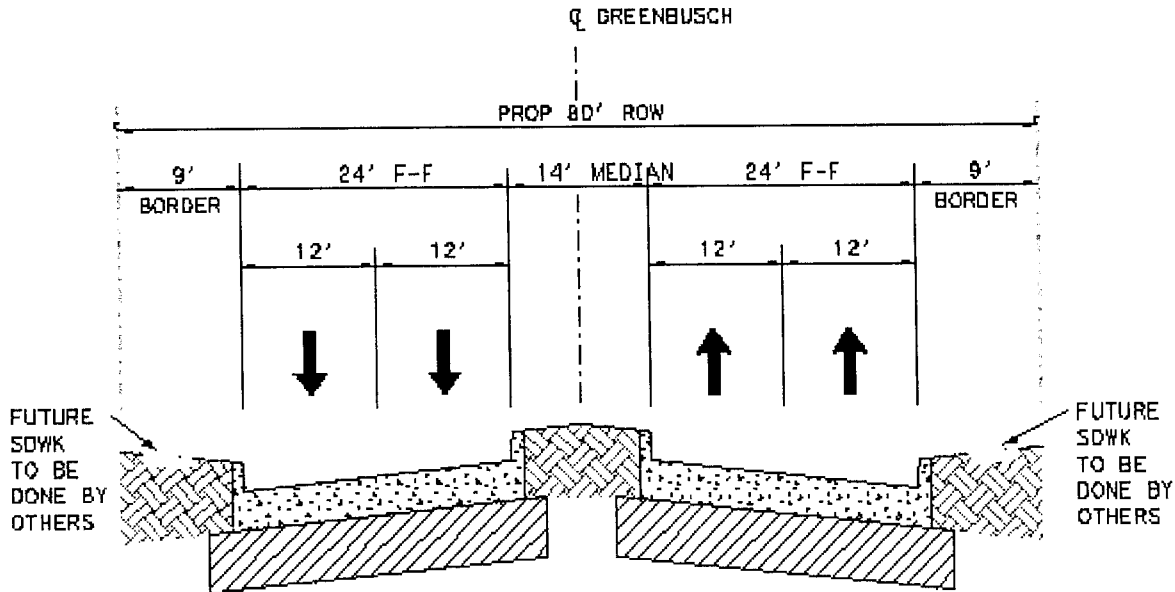
1:00 p.m.  
May 13, 2008

Commissioners Court  
301 Jackson  
Richmond, Texas 77469



# PROPOSED TYPICAL SECTIONS

## Alternative 1: 80' ROW (2 PROJECTS)



Project Cost:	<u><b>\$14,056,871</b></u>
Bond Allotment:	<u><b>\$11,250,000</b></u>
Developer Contributions:	<u><b>\$1,200,000</b></u>

### PROJECT COST BREAKDOWN

#### PROJECT 1

<b>BOND RELATED COSTS</b>	Roadway Cost:	<u>\$2,592,612</u>	
	Drainage Cost:	<u>\$436,753</u>	
	Engineering Cost:	<u>\$558,630*</u>	(*Scope currently being developed, includes work done under work authorization #1.)
	<b>SUBTOTAL:</b>	<u><b>\$3,587,995</b></u>	

<b>NON-BOND RELATED</b>	Right-of-Way:	<u>\$914,760</u>
	Utilities:	<u>\$19,875</u>
	Pipeline:	<u>\$349,200</u>
	<b>TOTAL:</b>	<u><b>\$1,283,835</b></u>

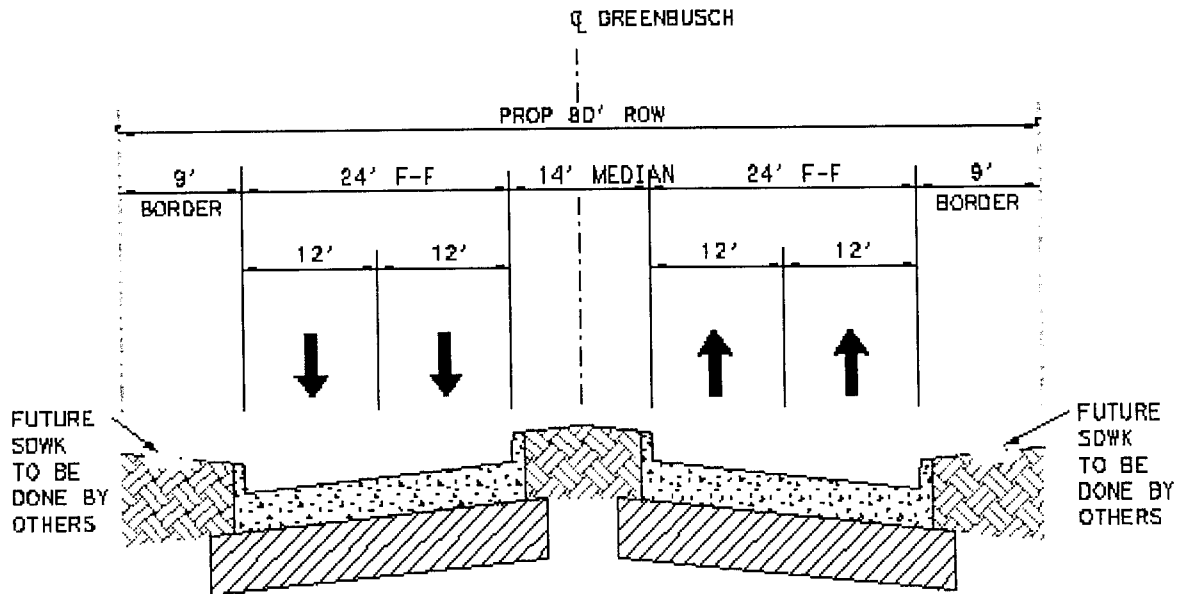
#### PROJECT 2

<b>BOND RELATED COSTS</b>	Roadway Cost:	<u>\$5,582,420</u>	
	Drainage Cost:	<u>\$1,419,672</u>	
	Engineering Cost:	<u>\$382,226*</u>	(*Scope currently being developed for work authorization #3.)
	<b>SUBTOTAL:</b>	<u><b>\$7,384,318</b></u>	

<b>NON-BOND RELATED</b>	Right-of-Way:	<u>\$470,448</u>
	Utilities:	<u>\$54,075</u>
	Pipeline:	<u>\$1,276,200</u>
	<b>TOTAL:</b>	<u><b>\$1,800,723</b></u>

# PROPOSED TYPICAL SECTIONS

## Alternative 2: 80' ROW (1 PROJECT)



Project Cost:	<u>\$13,965,926</u>
Bond Allotment:	<u>\$11,250,000</u>
Developer Contributions:	<u>\$1,200,000</u>

### PROJECT COST BREAKDOWN

**BOND  
RELATED  
COSTS**

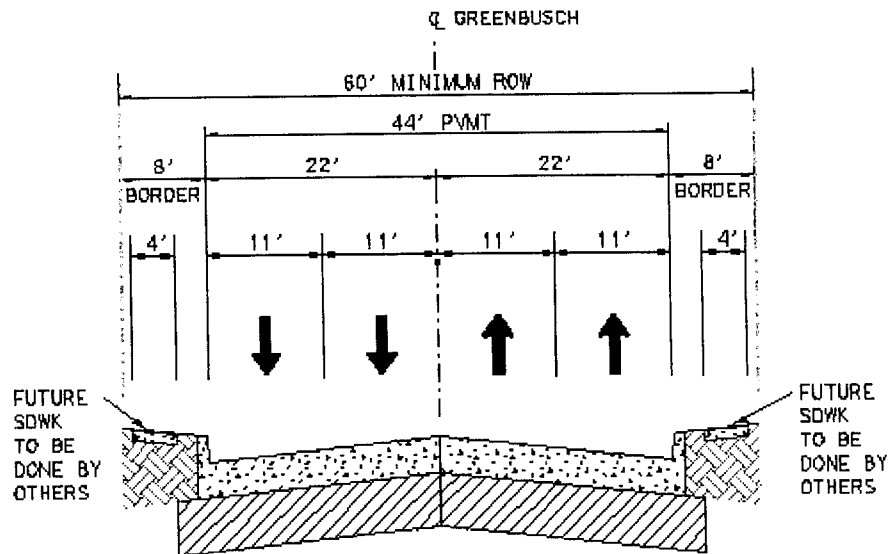
Roadway Cost:	<u>\$8,175,032</u>
Drainage Cost:	<u>\$1,856,425</u>
Engineering Cost:	<u>\$849,911</u>
<b>SUBTOTAL:</b>	<u><b>\$10,881,368</b></u>

**NON-  
BOND  
RELATED**

Right-of-Way:	<u>\$1,385,208</u>
Utilities:	<u>\$73,950</u>
Pipeline:	<u>\$1,625,400</u>
<b>TOTAL:</b>	<u><b>\$3,084,558</b></u>

# PROPOSED TYPICAL SECTIONS

## Alternative 3: 60' ROW (1 PROJECT)



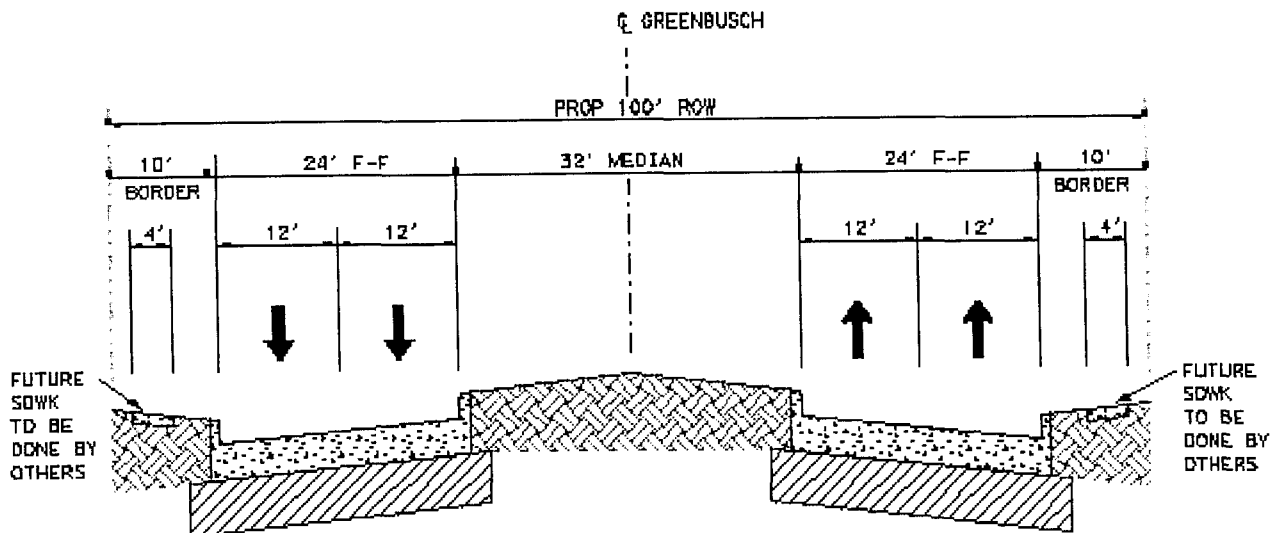
Project Cost:	<u><b>\$11,631,641</b></u>
Bond Allotment:	<u><b>\$11,250,000</b></u>
Developer Contributions:	<u><b>\$1,200,000</b></u>

### PROJECT COST BREAKDOWN

<b>BOND RELATED COSTS</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Roadway Cost:</td> <td style="text-align: right;"><u>\$7,434,334</u></td> </tr> <tr> <td>Drainage Cost:</td> <td style="text-align: right;"><u>\$1,856,425</u></td> </tr> <tr> <td>Engineering Cost:</td> <td style="text-align: right;"><u>\$849,911</u></td> </tr> <tr> <td><b>SUBTOTAL:</b></td> <td style="text-align: right;"><u><b>\$10,140,670</b></u></td> </tr> </table>	Roadway Cost:	<u>\$7,434,334</u>	Drainage Cost:	<u>\$1,856,425</u>	Engineering Cost:	<u>\$849,911</u>	<b>SUBTOTAL:</b>	<u><b>\$10,140,670</b></u>
Roadway Cost:	<u>\$7,434,334</u>								
Drainage Cost:	<u>\$1,856,425</u>								
Engineering Cost:	<u>\$849,911</u>								
<b>SUBTOTAL:</b>	<u><b>\$10,140,670</b></u>								
<b>NON-BOND RELATED</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Right-of-Way:</td> <td style="text-align: right;"><u>\$940,896</u></td> </tr> <tr> <td>Utilities:</td> <td style="text-align: right;"><u>\$20,875</u></td> </tr> <tr> <td>Pipeline:</td> <td style="text-align: right;"><u>\$529,200</u></td> </tr> <tr> <td><b>TOTAL:</b></td> <td style="text-align: right;"><u><b>\$1,490,971</b></u></td> </tr> </table>	Right-of-Way:	<u>\$940,896</u>	Utilities:	<u>\$20,875</u>	Pipeline:	<u>\$529,200</u>	<b>TOTAL:</b>	<u><b>\$1,490,971</b></u>
Right-of-Way:	<u>\$940,896</u>								
Utilities:	<u>\$20,875</u>								
Pipeline:	<u>\$529,200</u>								
<b>TOTAL:</b>	<u><b>\$1,490,971</b></u>								

# PROPOSED TYPICAL SECTIONS

## Alternative 4: 100' ROW



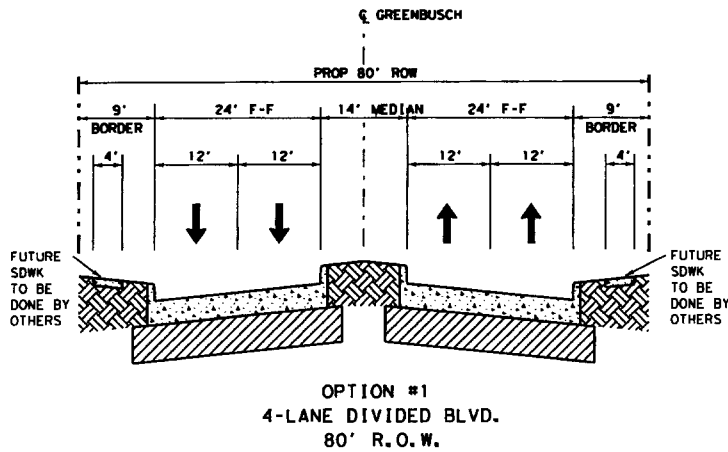
Project Cost:	<u><b>\$17,953,942</b></u>
Bond Allotment:	<u><b>\$11,250,000</b></u>
Developer Contributions:	<u><b>\$1,200,000</b></u>

### PROJECT COST BREAKDOWN

<b>BOND RELATED COSTS</b>	Roadway Cost:	<u>\$8,339,348</u>
	Drainage Cost:	<u>\$1,856,425</u>
	Engineering Cost:	<u>\$849,911</u>
	<b>SUBTOTAL:</b>	<u><b>\$11,045,684</b></u>

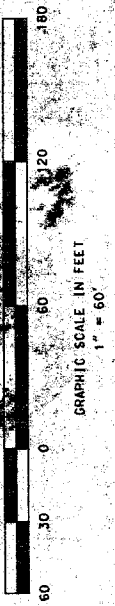
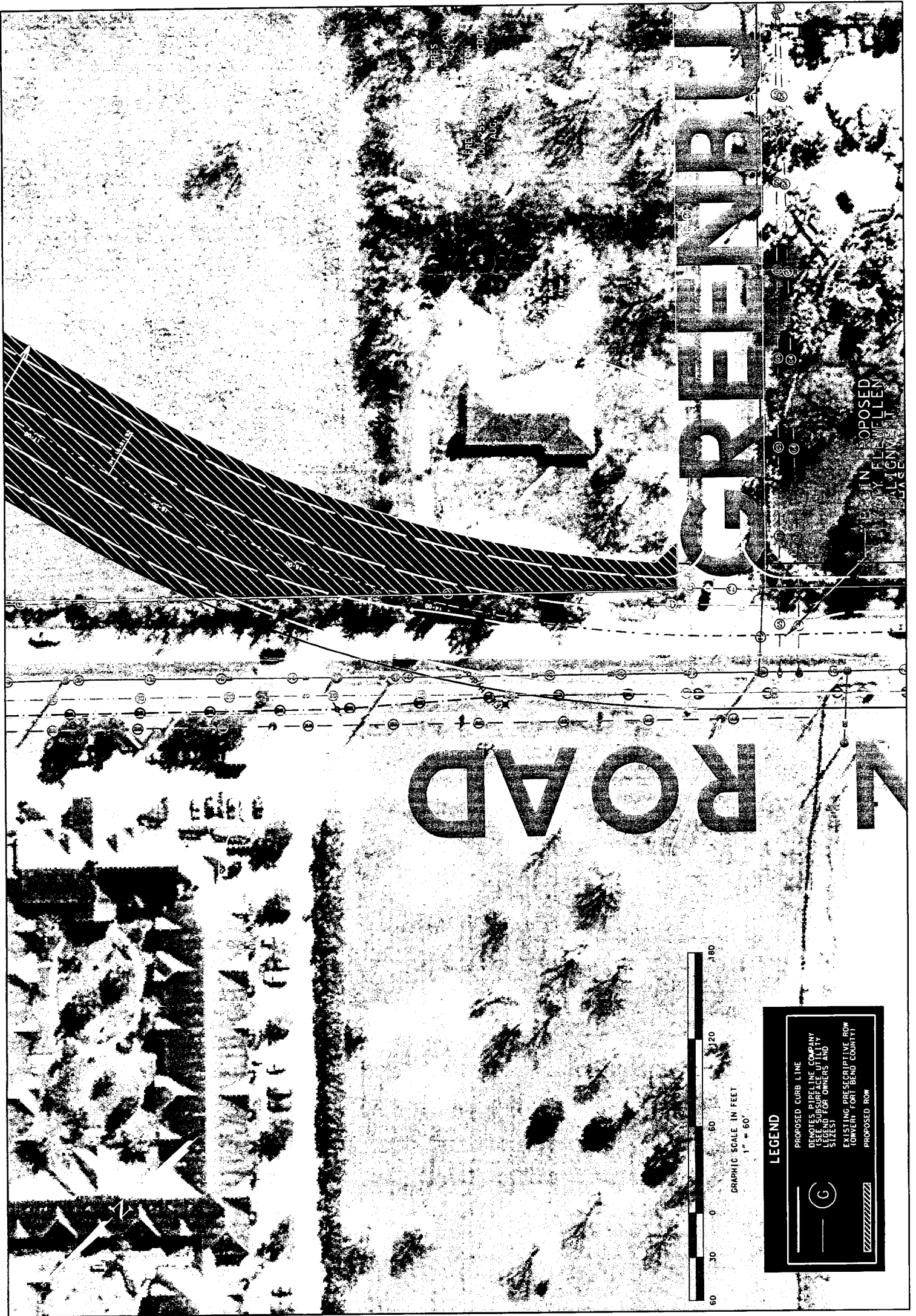
<b>NON- BOND RELATED</b>	Right-of-Way:	<u>\$1,711,908</u>
	Utilities:	<u>\$188,150</u>
	Pipeline:	<u>\$5,008,200</u>
	<b>TOTAL:</b>	<u><b>\$6,908,258</b></u>





LEGEND FOR FORT BEND COUNTY-GREENBUSCH/WESTHEIMER

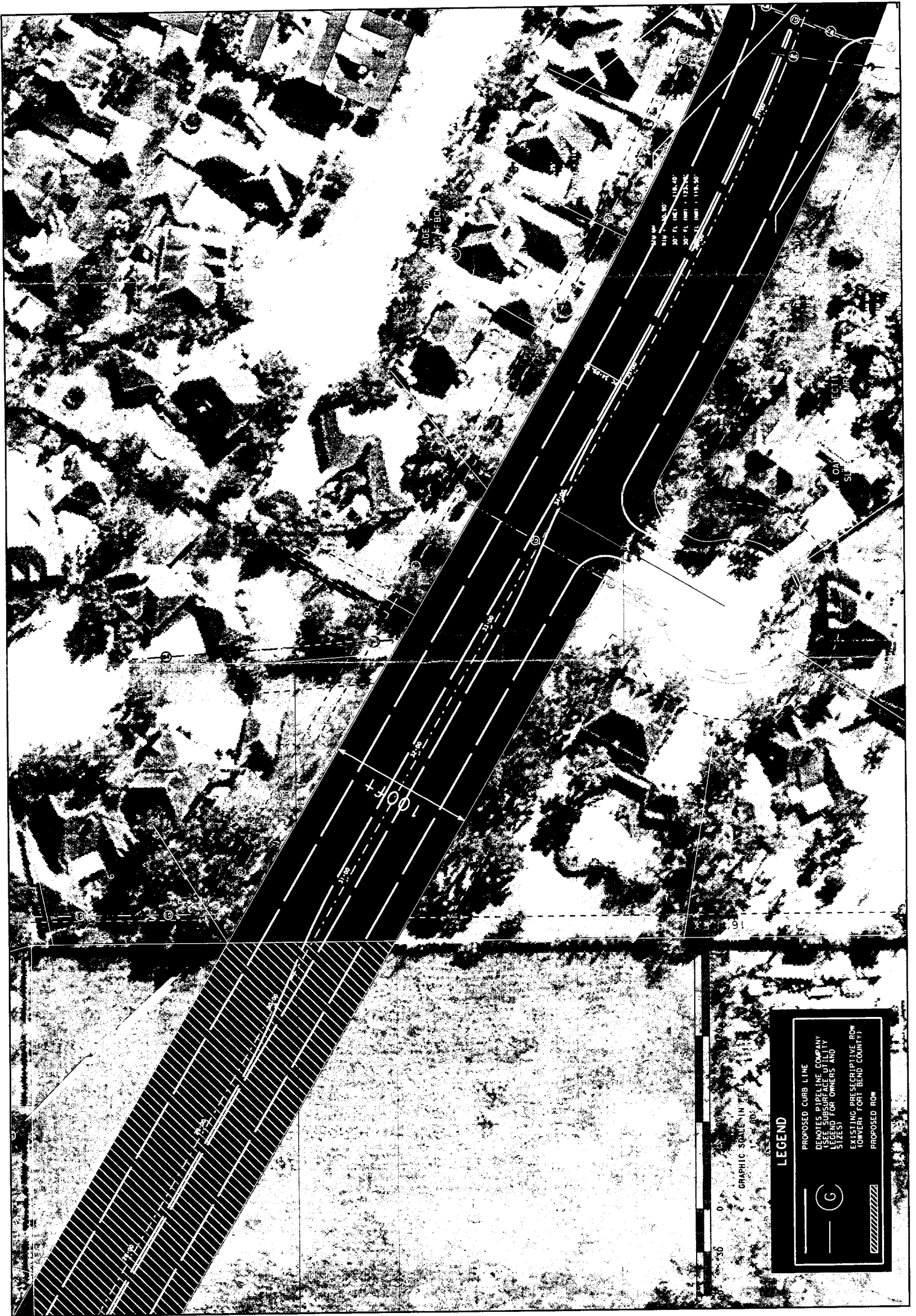
UTILITY	LEVEL B LINE STYLE	LEVEL C & D LINE STYLE
<b>COMMUNICATIONS</b> CONSOLIDATED COMMUNICATION BURIED CABLE CONSOLIDATED COMMUNICATIONS CONDUIT AT&T BURIED FIBER OPTIC CABLE TXU COMMUNICATION PHONOSCOPE OVERHEAD PHONOSCOPE UNDERGROUND TEXT, NOTES	T1 T2 T3 T4 T5 T6	T1 T2 T3 T4 T5 T6
HARRIS - FORT BEND COUNTY MUD NO. 1 8" WATERLINE HARRIS - FORT BEND COUNTY MUD NO. 5 12" WATERLINE FORT BEND COUNTY MUD NO. 37 6" WATERLINE 8" WATERLINE 12" WATERLINE FORT BEND COUNTY MUD NO. 124 6" WATERLINE 8" WATERLINE 12" WATERLINE CITY OF KATY WATERLINE TEXT, NOTES	W W1 W2 W3 W4 W5 W6 W7 W8	W W1 W2 W3 W4 W5 W6 W7 W8
<b>GAS / PIPELINES</b> GAS LINE 2" CENTERPOINT GAS LINE 4" CENTERPOINT GAS LINE 6" CENTERPOINT GAS LINE KINDER MORGAN PIPELINE ENERGY TRANSFER (HOUSTON PIPELINE) COPANO NGL SERVICE 6" GAS LINE TEPPCO CRUDE L.P. 10" GASLINE WILLIAMS GAS PIPELINE KATY STORAGE & TRANSPORTATION 12" GAS LINE TEXT, NOTES	G G1 G2 G3 G4 G5 G6 G7 G8 G9	G G1 G2 G3 G4 G5 G6 G7 G8 G9
HARRIS - FORT BEND COUNTY MUD NO. 1 WASTE WATER HARRIS - FORT BEND COUNTY MUD NO. 5 12" FORCE MAIN FORT BEND COUNTY MUD NO. 37 WASTE WATER FORT BEND COUNTY MUD NO. 124 WASTE WATER STORM SEWER TEXT, NOTES	WW FM WW1 WW2 SS	WW FM WW1 WW2 SS
<b>CATV</b> TIME WARNER CABLE OVERHEAD TIME WARNER CABLE TEXT, NOTES	C C1	C C1
<b>RELIANT ENERGY</b> UNDERGROUND ELECTRIC OVERHEAD ELECTRIC TEXT, NOTES	E OE	E E



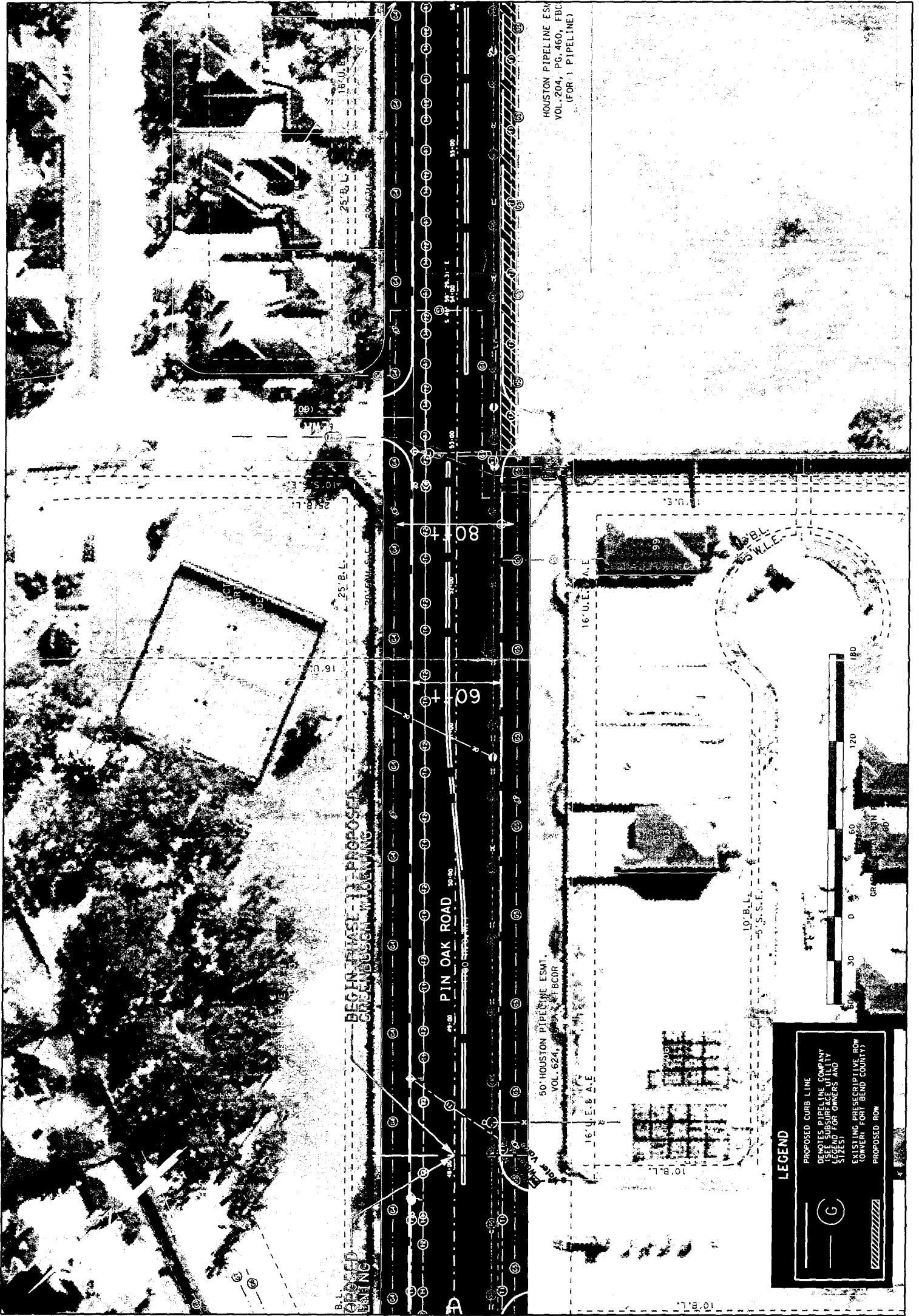
**LEGEND**

- PROPOSED CURB LINE
- (C) — DEMOTES PIPELINE COMPANY (SEE SUBSURFACE UTILITY LEGEND FOR OWNERS AND SIZES)
- EXISTING PRESCRIPTIVE ROW (OWNER: FORT BEND COUNTY)
- ▨ PROPOSED ROW

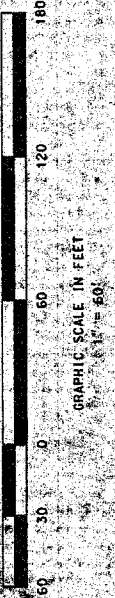
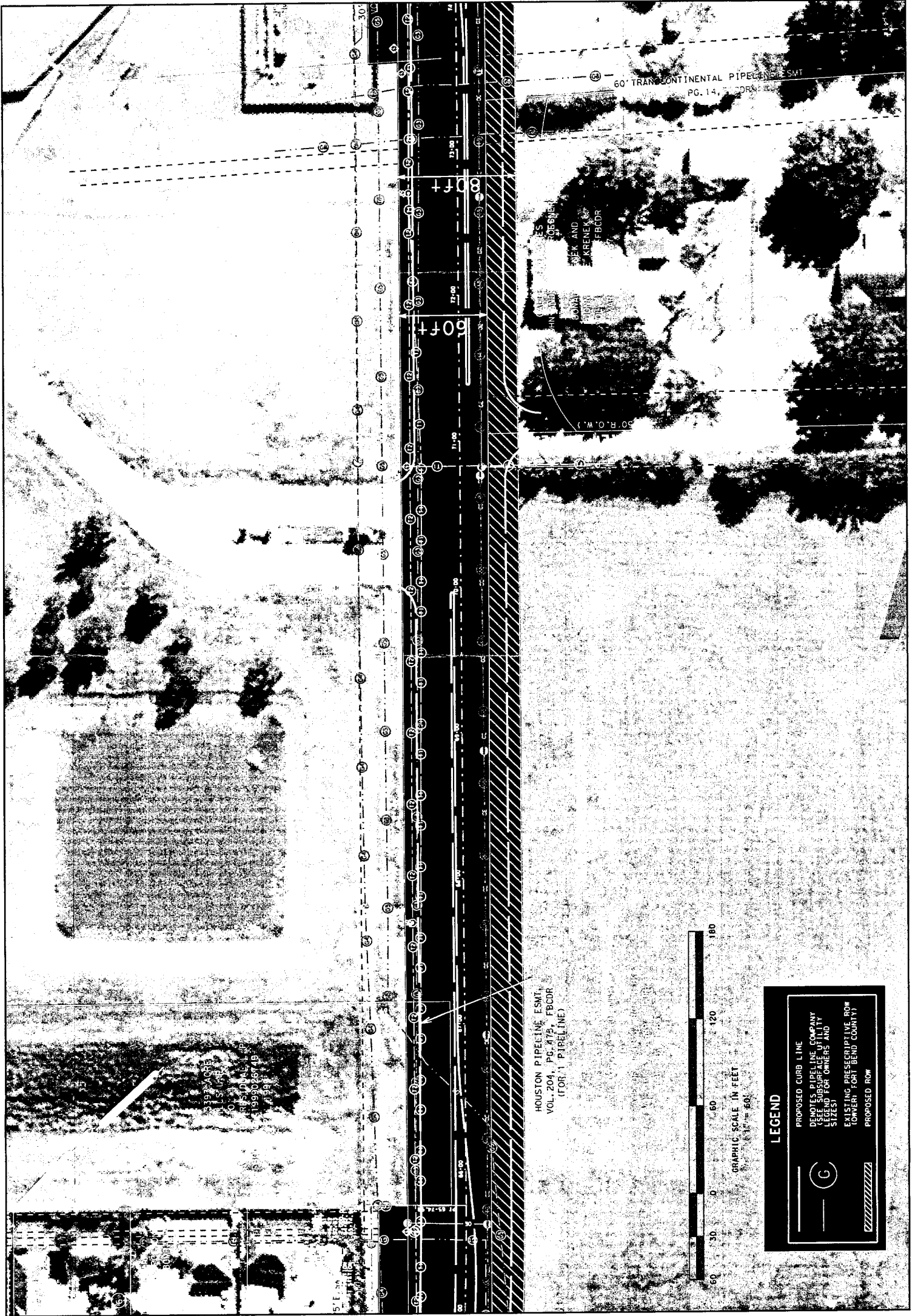








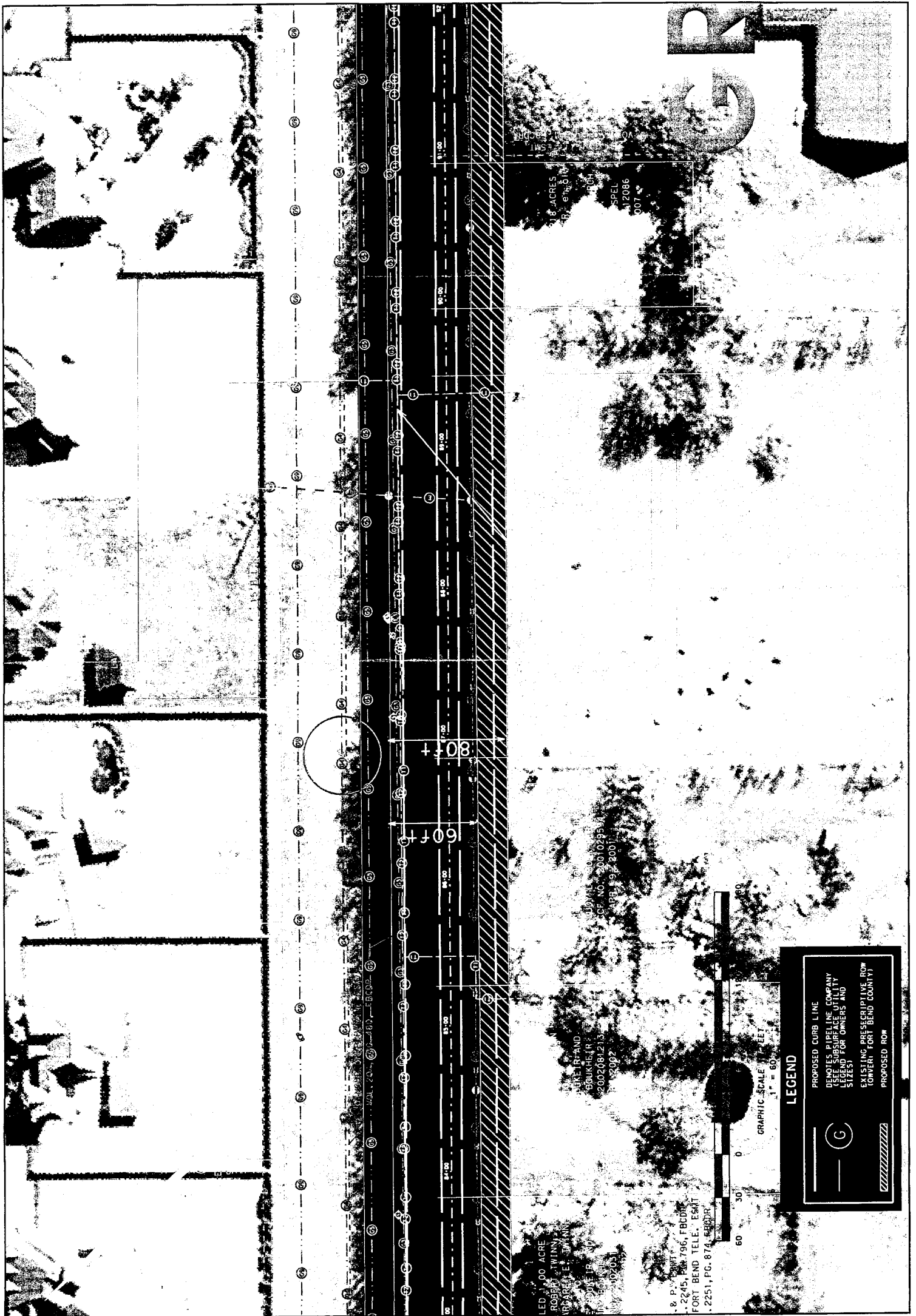




**LEGEND**

- PROPOSED CURB LINE
- PIPELINE COMPANY (SEE SUBSURFACE UTILITY LEGEND FOR OWNERS AND SIZES)
- EXISTING PREScriptive ROW (LOWER FORT BEND COUNTY)
- PROPOSED ROW





LED 1.00 ACRE  
 ROBERT W. THINNY  
 VICTOR E. THINNY  
 3000 E. IRVING  
 TULSA, OKLA. 74103

AGRE IRVING  
 9000 IRVING  
 0002081213  
 092

ADJACENT TO  
 001035  
 001035  
 001035

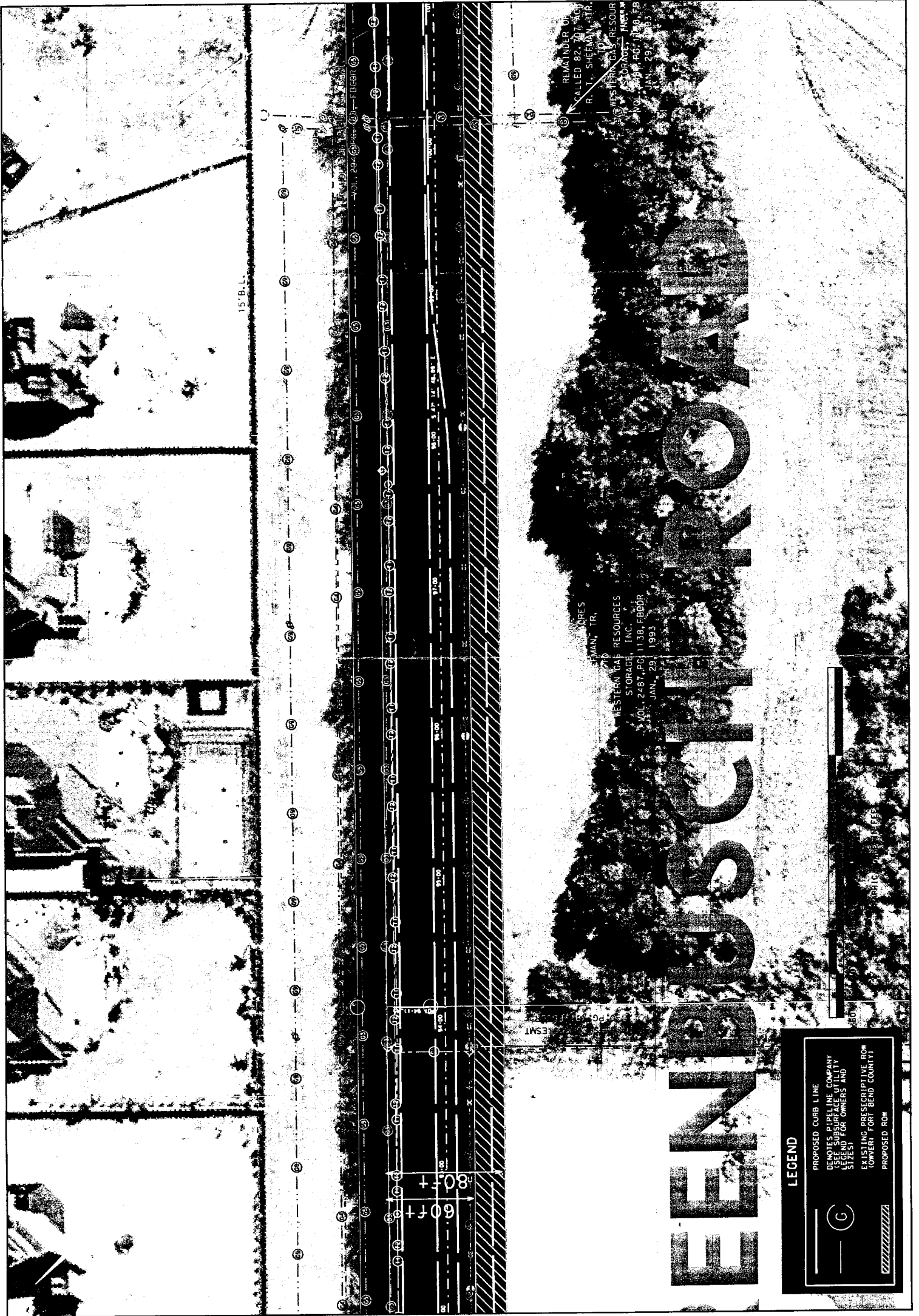
1.8 ACRES  
 12086  
 007

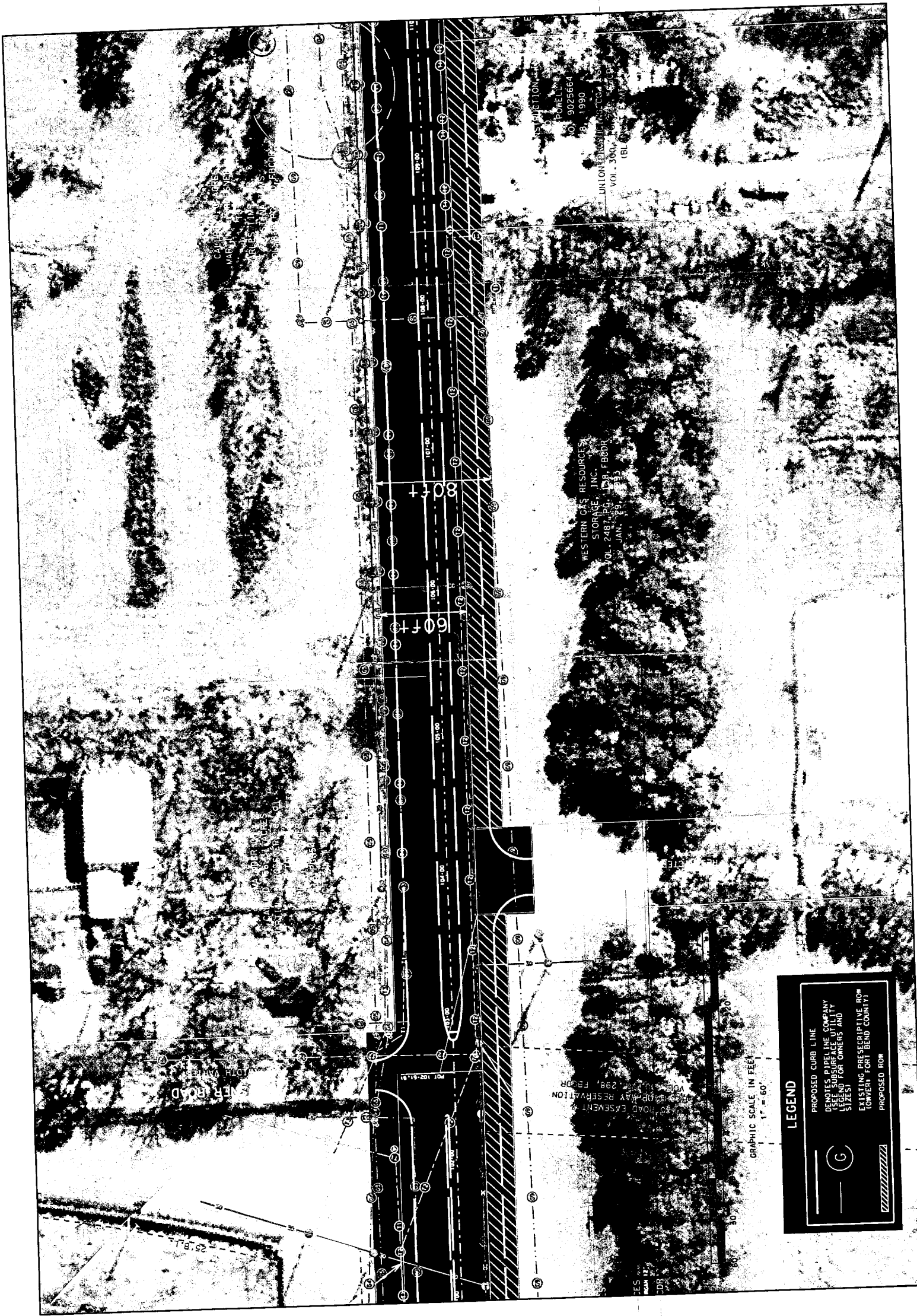
8 P. 100 FT  
 .2245, PAR 796, FBODR  
 FORT BEND TELE. EAST  
 .2251, PG. 874, SBODR

**LEGEND**

- PROPOSED CURB LINE
- (C) — DEMOTES PIPELINE COMPANY LEGEND (UTILITY SIZES) ON GASETS AND
- EXISTING PREScriptive ROW (OWNER: FORT BEND COUNTY)
- ▨ PROPOSED ROW







INSTRUCTION:  
 POWELL  
 VOL. 9025664  
 JAN. 1990

UNION RESOURCES  
 VOL. 300  
 (BL)

WESTERN GAS RESOURCES  
 STORAGE, INC.  
 VOL. 2487, PG. 1, 158, FBDDR  
 JAN. 30, 1983

WADSWORTH ROAD  
 100 FT WIDE  
 100 FT WIDE

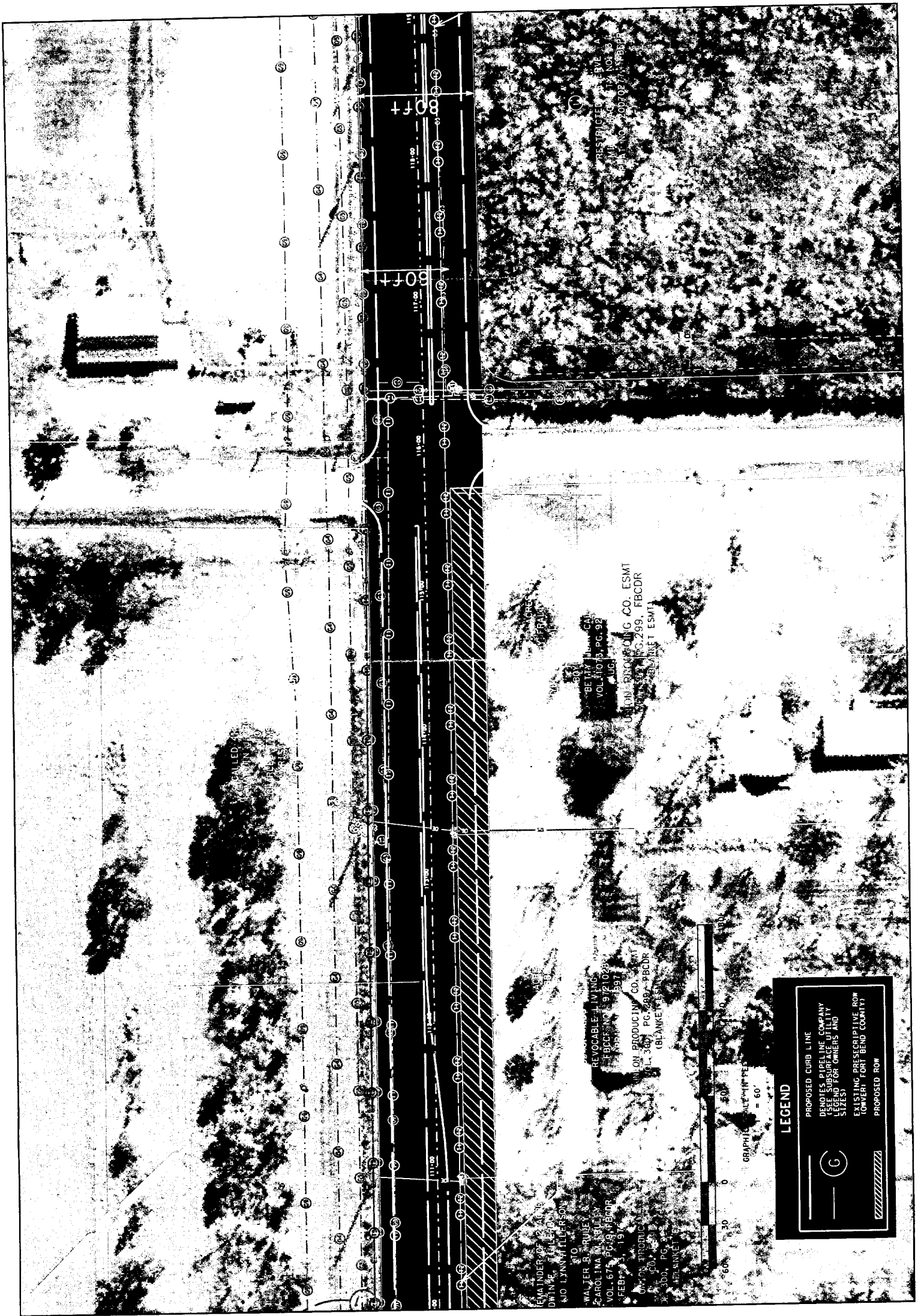
SAFER ROAD  
 100 FT WIDE

60 FT ROAD EASEMENT  
 60 FT DRIVEWAY RESERVATION  
 VOL. 2299, FBDDR

GRAPHIC SCALE, IN FEET  
 1" = 60'

**LEGEND**

- PROPOSED CURB LINE
- DEVIOTES PIPELINE COMPANY  
(SEE SUBSURFACE UTILITY  
LEGEND FOR OWNERS AND  
SIZES)
- EXISTING PRESCRIPTIVE ROW  
(OWERT FORT BEND COUNTY)
- PROPOSED ROW

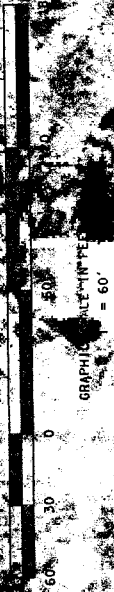


REVOCABLE TRUSTS  
 11000 W. 10TH ST.  
 FORT WORTH, TEXAS 76132  
 VOL. 675 PG. 18 FBADR  
 FEB 13, 1977

REVOCABLE TRUSTS  
 11000 W. 10TH ST.  
 FORT WORTH, TEXAS 76132  
 VOL. 675 PG. 18 FBADR  
 FEB 13, 1977

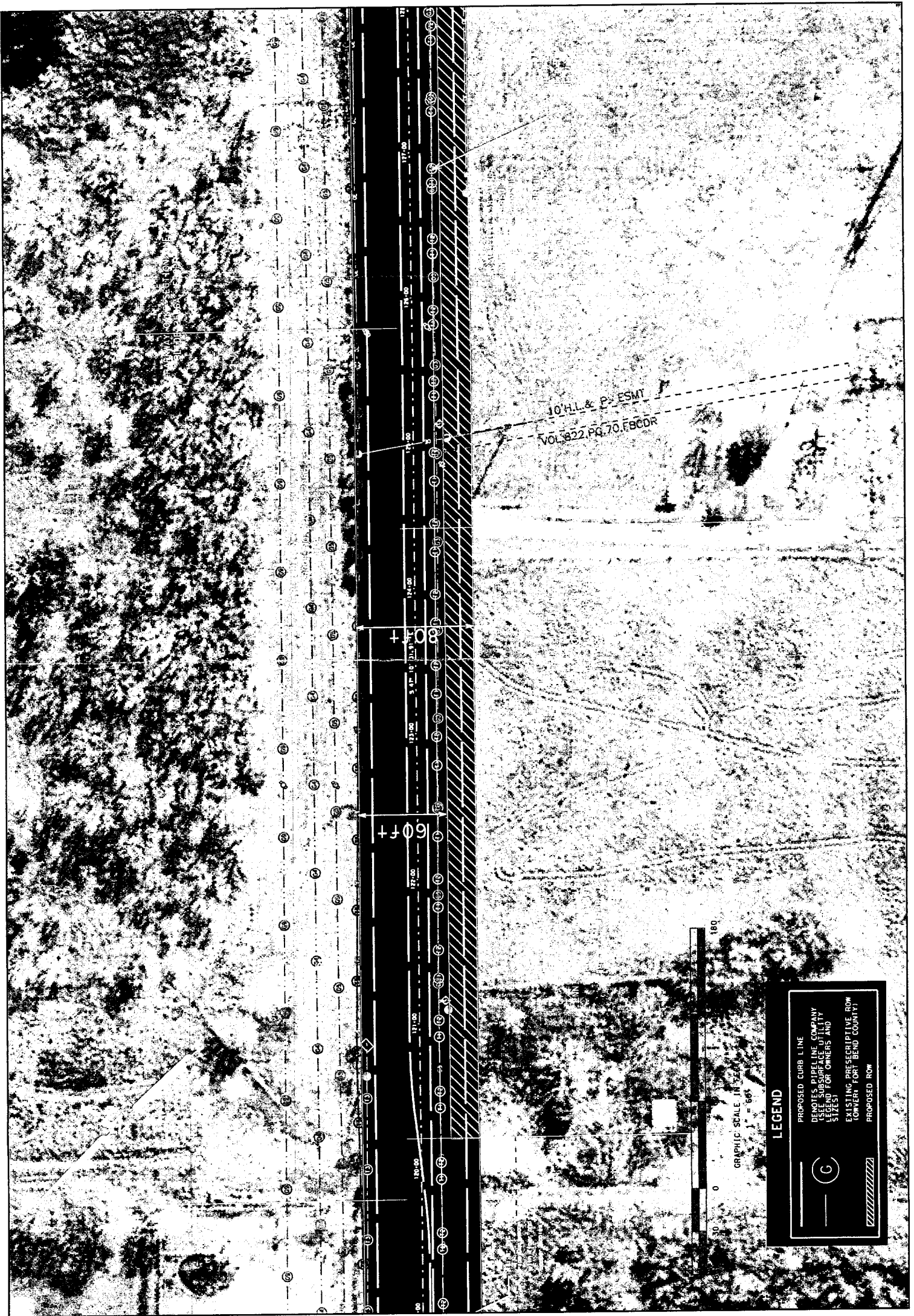
UNION PRODUCTIONS CO. ESMT  
 11000 W. 10TH ST.  
 FORT WORTH, TEXAS 76132  
 VOL. 675 PG. 18 FBADR  
 FEB 13, 1977

REVOCABLE TRUSTS  
 11000 W. 10TH ST.  
 FORT WORTH, TEXAS 76132  
 VOL. 675 PG. 18 FBADR  
 FEB 13, 1977

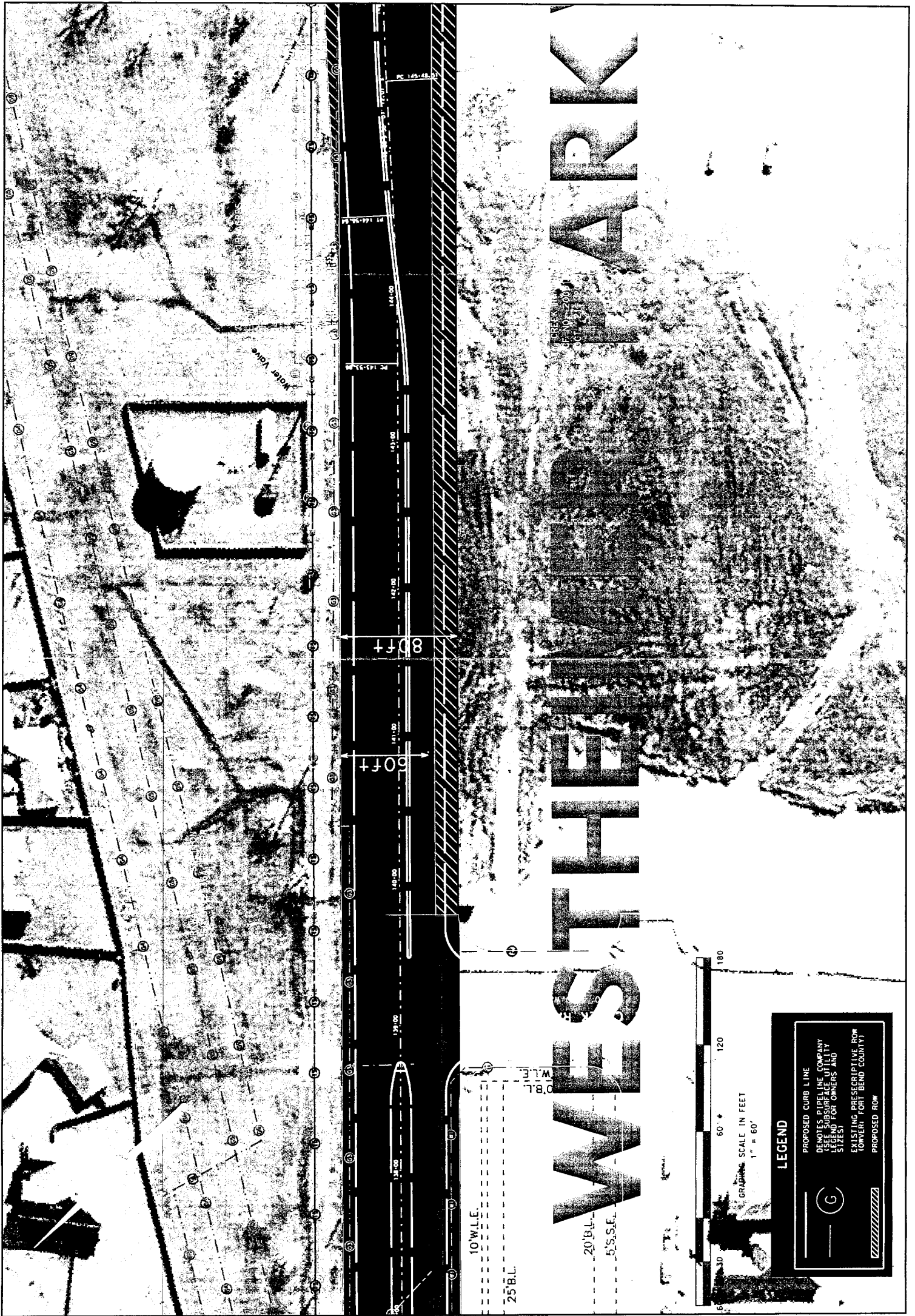


**LEGEND**

- PROPOSED CURB LINE
- DENOTES PIPELINE COMPANY (SEE SUBSURFACE UTILITY LEGEND FOR OWNERS AND SIZES)
- EXISTING PRESCRIPTIVE ROW (LOWER FORT BEND COUNTY)
- PROPOSED ROW







**WESTFIELD PARK**

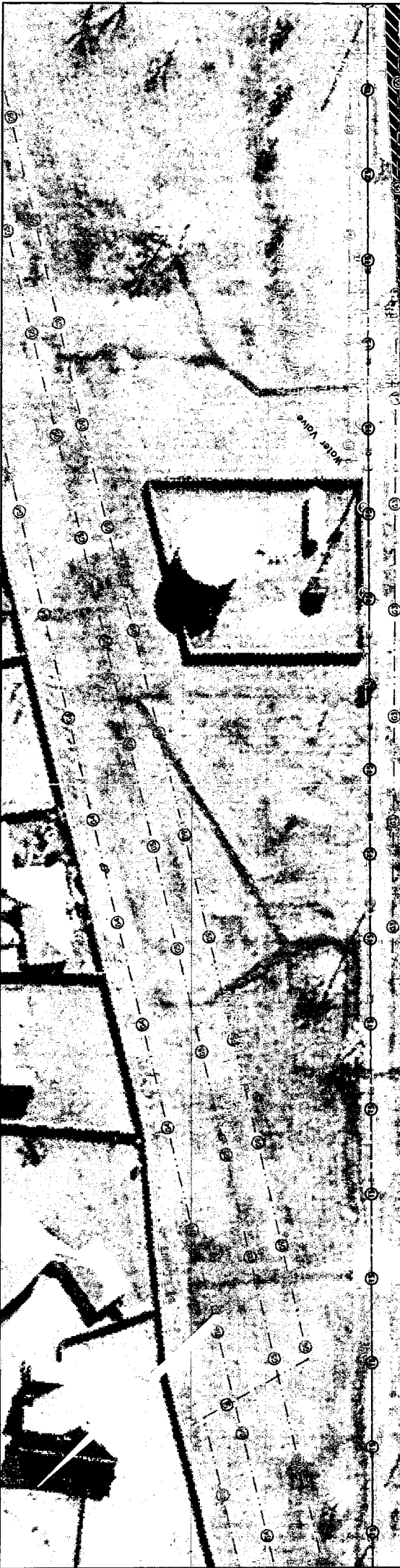
60ft +  
80ft +

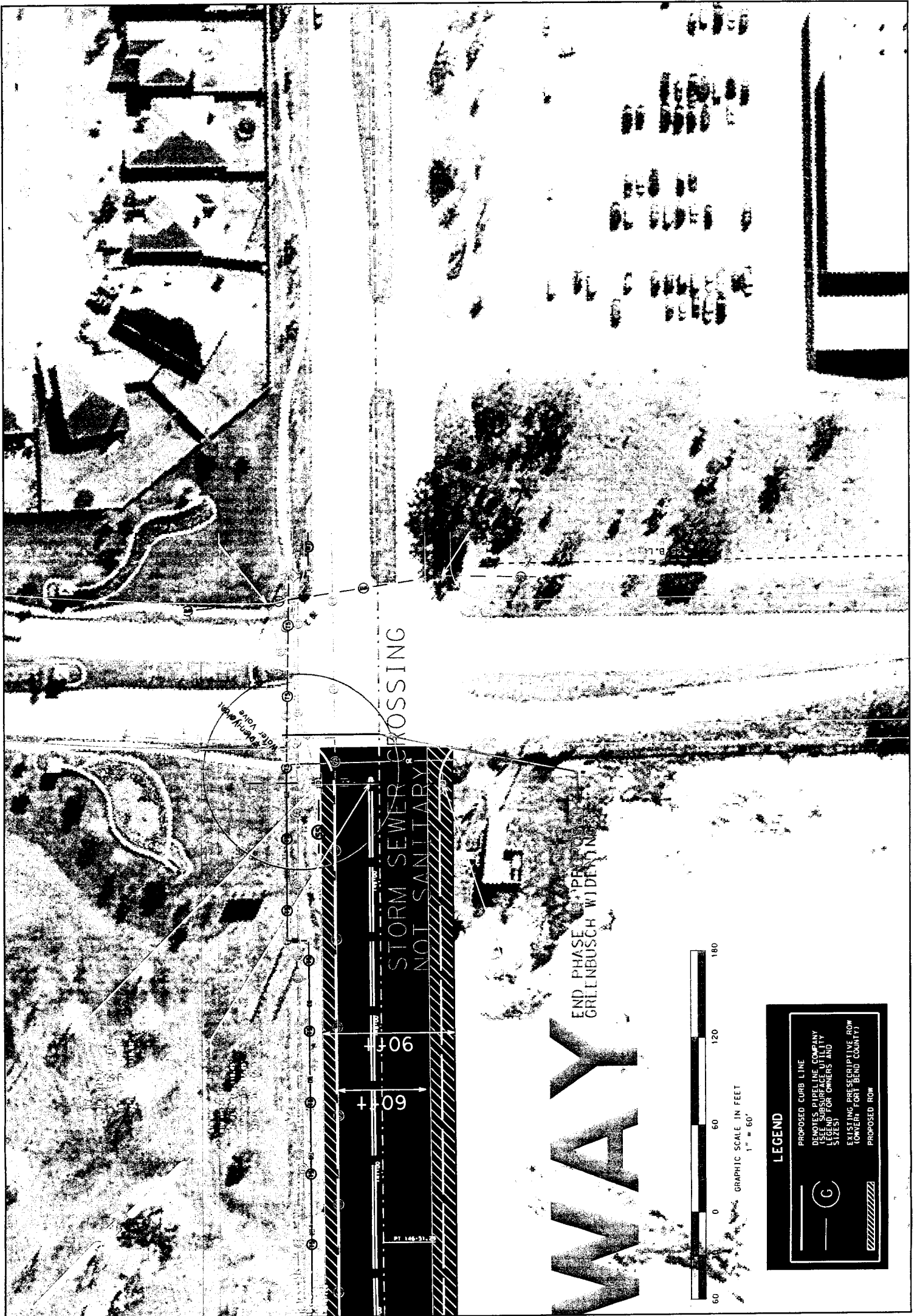
10' W.L.E.  
25' B.L.

60' + 120 180  
GRAPHIC SCALE IN FEET  
1" = 60'

**LEGEND**

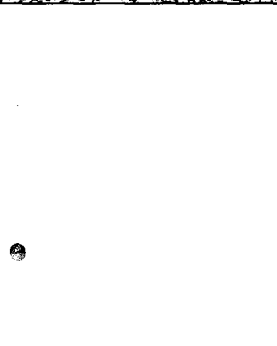
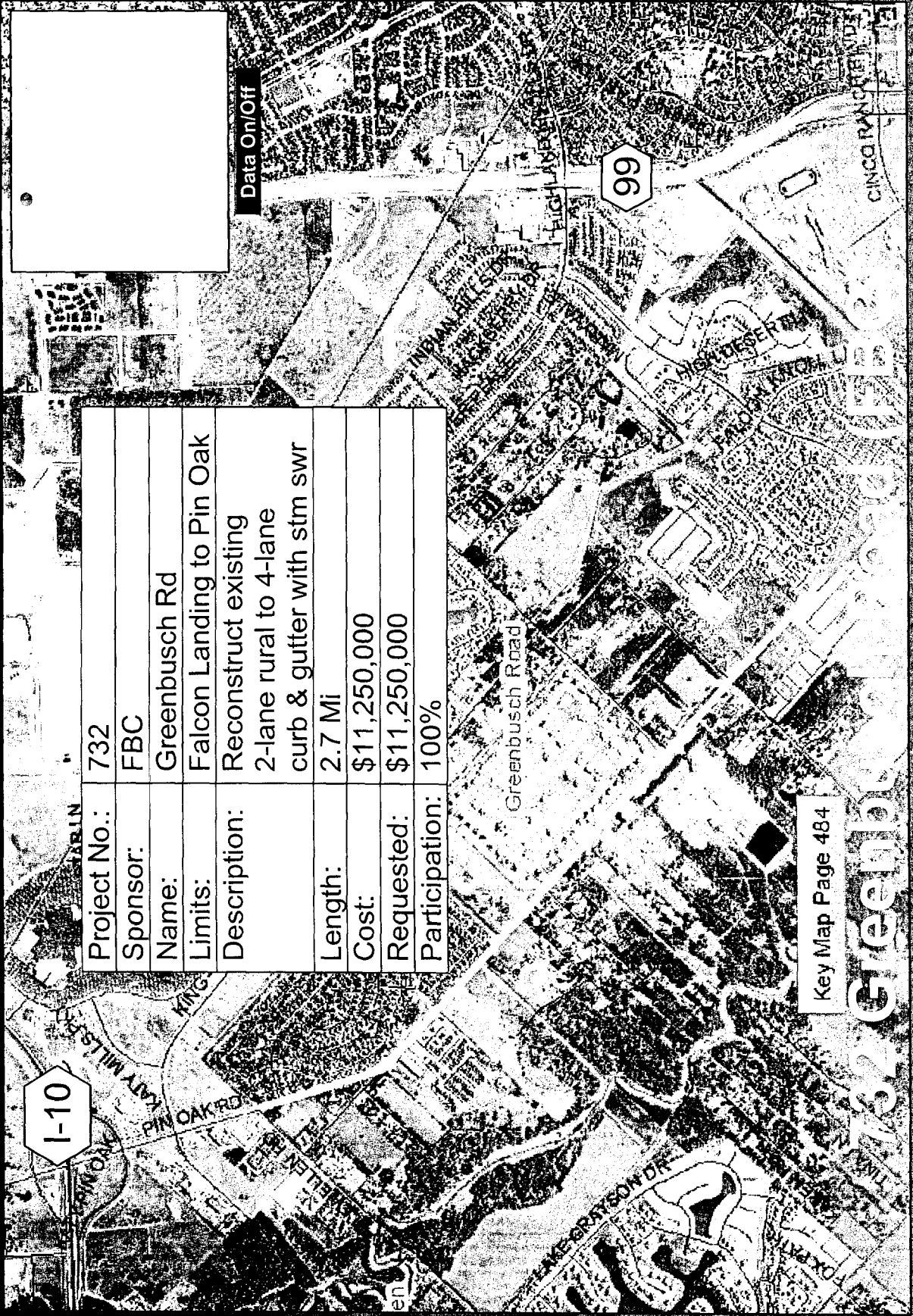
- PROPOSED CURB LINE
- DEMOTES PIPELINE COMPANY (SEE SUBSURFACE UTILITY SIZES FOR OWNERS AND SIZES)
- EXISTING PERPENDICULAR R.O.W. FOR FORT BEND COUNTY
- ▨ PROPOSED R.O.W.





**GREENBUSCH ROAD**  
**PROJECT #732**  
**Fort Bend County**  
**Mobility Bond Projects**  
**2007**





Data On/Off

Project No.:	732
Sponsor:	FBC
Name:	Greenbusch Rd
Limits:	Falcon Landing to Pin Oak
Description:	Reconstruct existing 2-lane rural to 4-lane curb & gutter with stm swr
Length:	2.7 Mi
Cost:	\$11,250,000
Requested:	\$11,250,000
Participation:	100%

Key Map Page 484

732 Greenbusch



# 2007 Mobility Bond Program

# Issues & Constraints

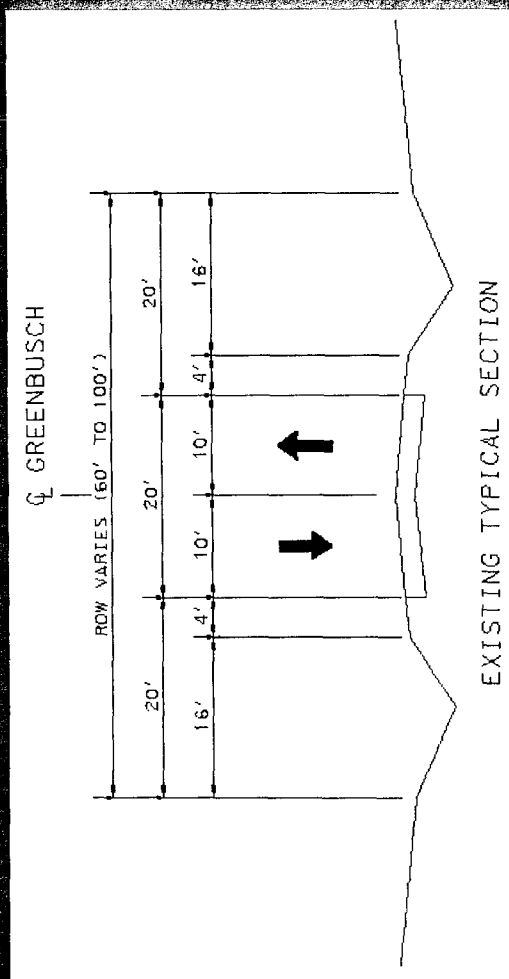
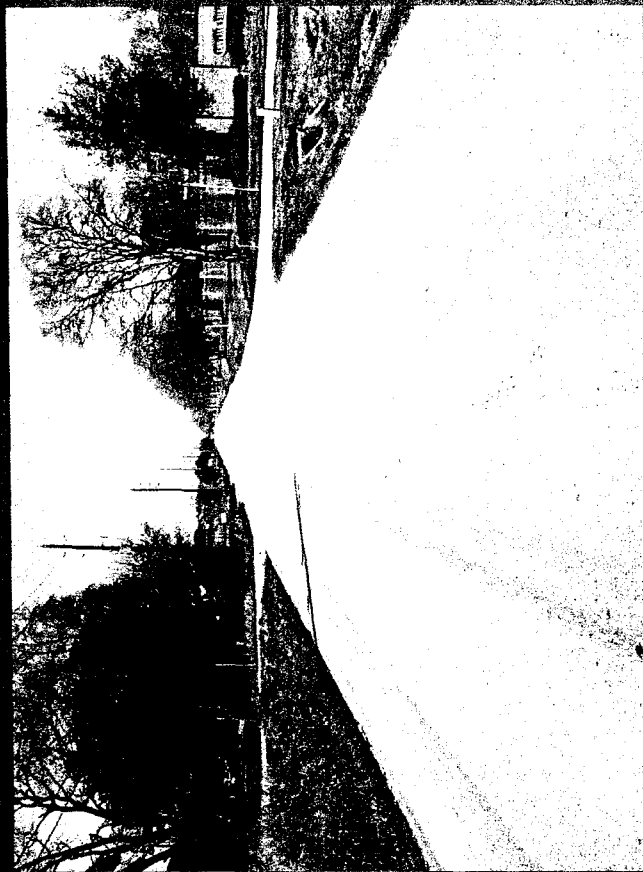
- Protection needed for left turning vehicles and pedestrians
- Converting drainage from open ditch to closed system storm sewer.
- Impact to pipelines ranging in size from 2" to 30"
- Limited Right-of-Way due to subdivisions and pipeline easements



**Greenbusch Road**

Cobb  
Hensley  
ASSOCIATES

# Existing Typical Section & Photo



# 2007 Mobility Bond Program

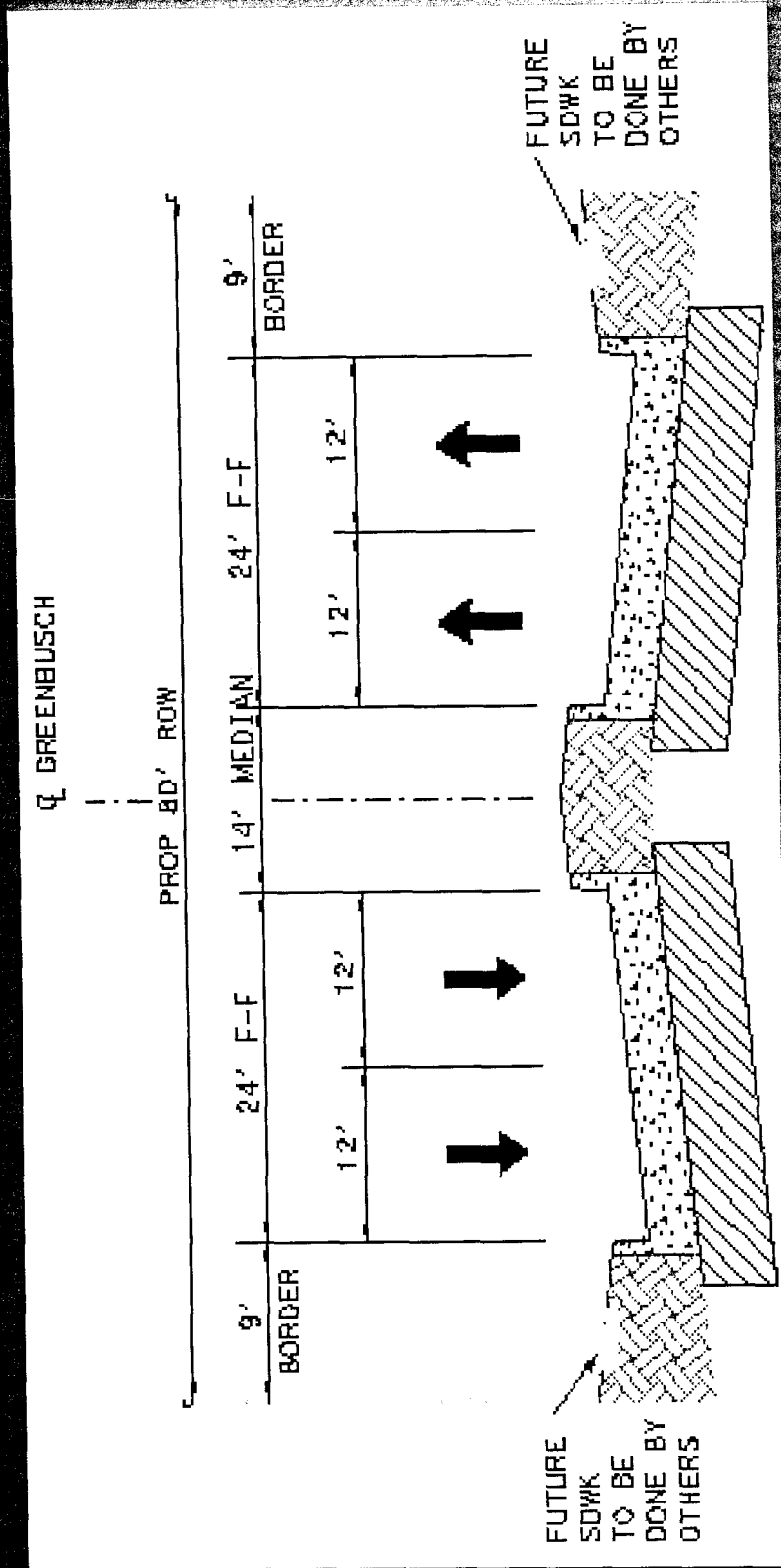
## Alternatives Considered

- 4-lane undivided within existing ROW (60')
- 4-lane divided within 80' of ROW
- 4-lane divided within 100' of ROW



# Recommended Alternative

- Proposed 80' ROW Typical Section



AS PER ORIGINAL

Cobb  
Fenley  
ASSOCIATES

**Greenbusch Road**



## Two Project Concept

- Project one: Katy Flewollen – Mills Manor Drive
  - Let in 2009
  - Construction duration 10 – 12 months
- Project two: Mills Manor to Falcon Landing
  - Let in 2009
  - Construction duration 18 – 24 months



# Project Costs

- Engineering & Construction Budget
  - Bond Allotment: \$11,250,000
  - Developer Contributions: \$1,200,000
  - Total = \$12,450,000
- Engineering & Construction Cost Estimates
  - Roadway & Drainage Cost: \$10,031,000
  - Engineering Cost \$ 941,000
  - Total = \$10,972,000
- Other Project Costs
  - ROW Cost: \$1,385,000
  - Pipeline & Utility Cost: \$1,699,000
  - Total = \$3,084,000



**KATY FLEWELLEN ROAD  
PROJECT No. 734**

**Fort Bend County**

**Mobility Bond Projects  
2007**



May 13, 2008

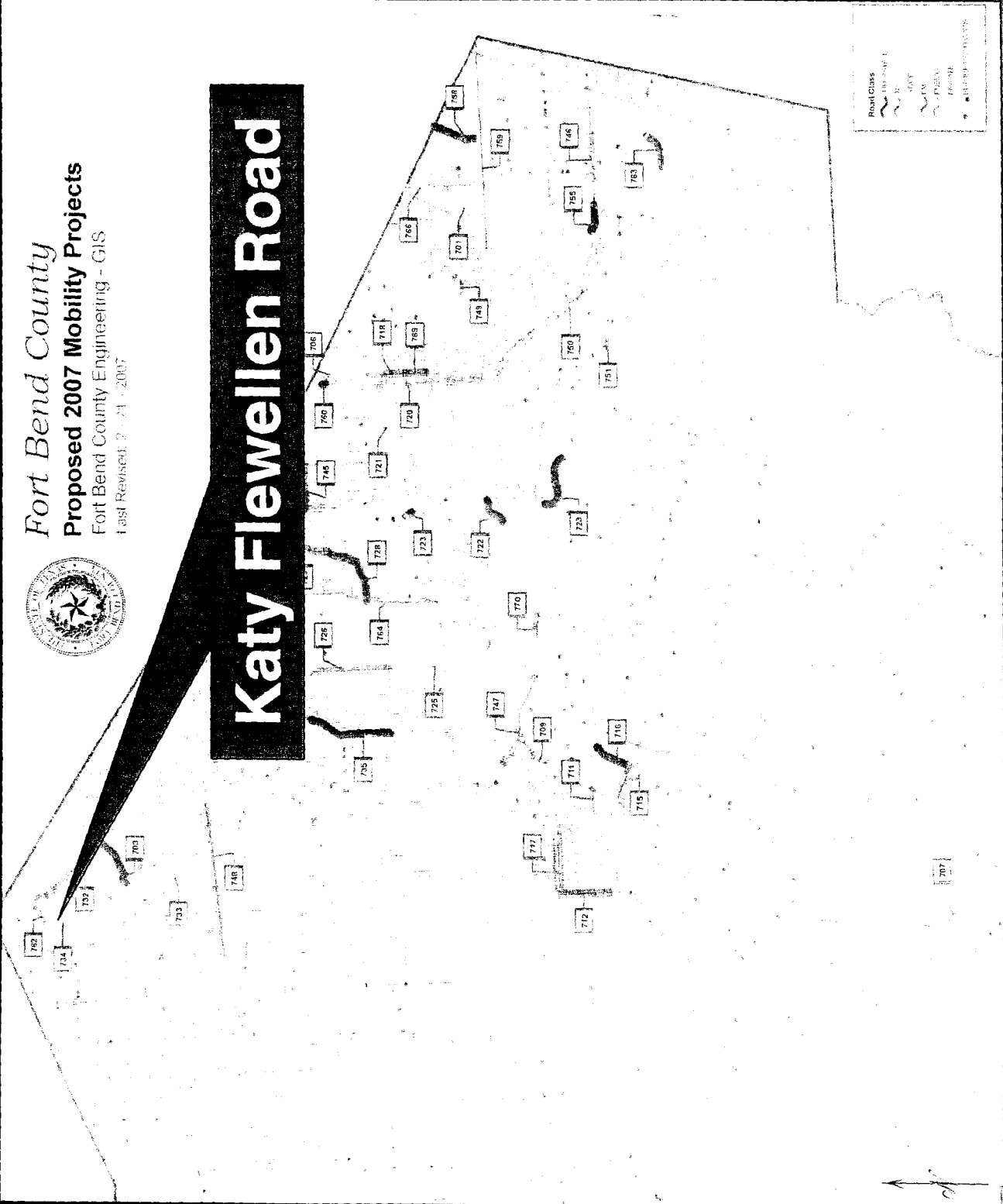
AS PER ORIGINAL

24 B



Fort Bend County  
 Proposed 2007 Mobility Projects  
 Fort Bend County Engineering - GIS  
 Last Revised: 7/21/2007

# Katy Flewellen Road



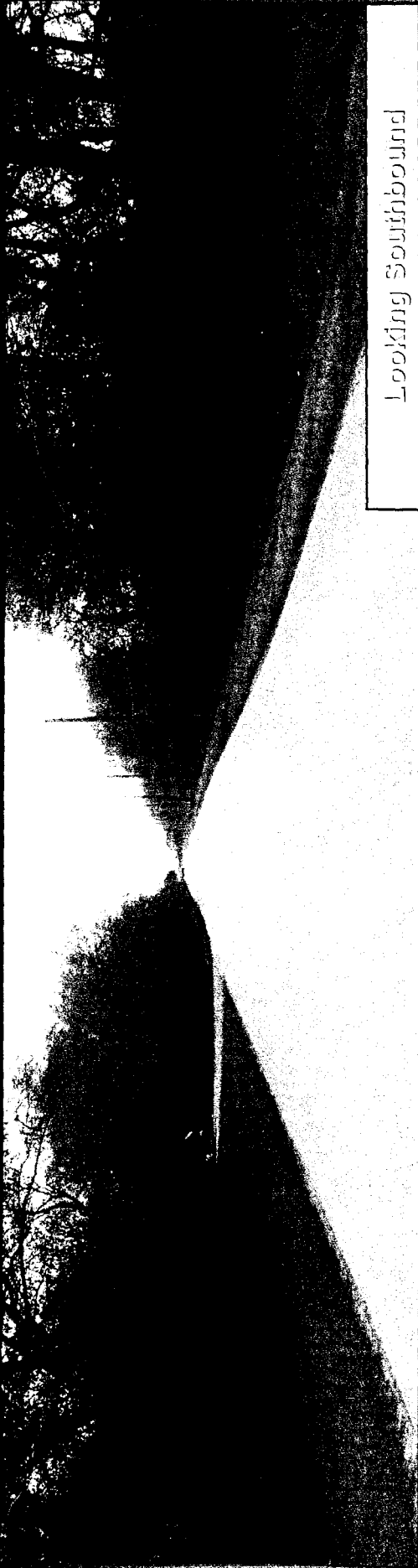
# 2007 Mobility Bond Program

Project No.:	734
Sponsor:	Fort Bend County
Name:	Katy Flewellen Road
Limits:	From Pin Oak Rd to Katy Gaston Rd
Description:	Construct 4-lane curb & gutter with storm sewer. Purchase minimal ROW
Length:	1.5 Miles
Cost:	\$7,500,000
Requested:	\$7,500,000
Participation	100%

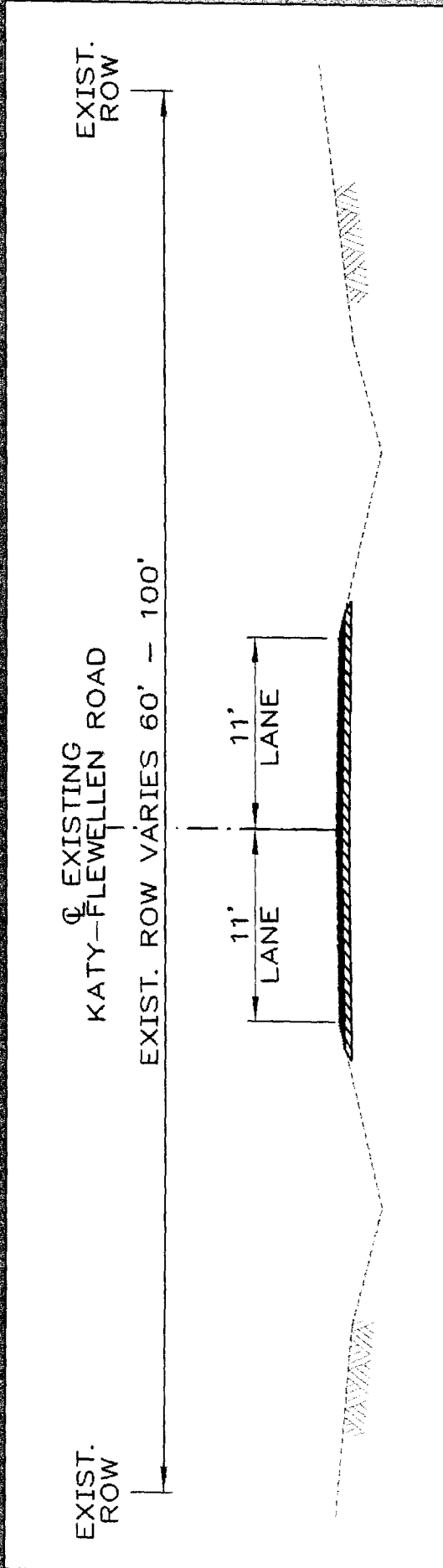


# 2007 Mobility Bond Program

# Existing Typical Section



Looking Southbound

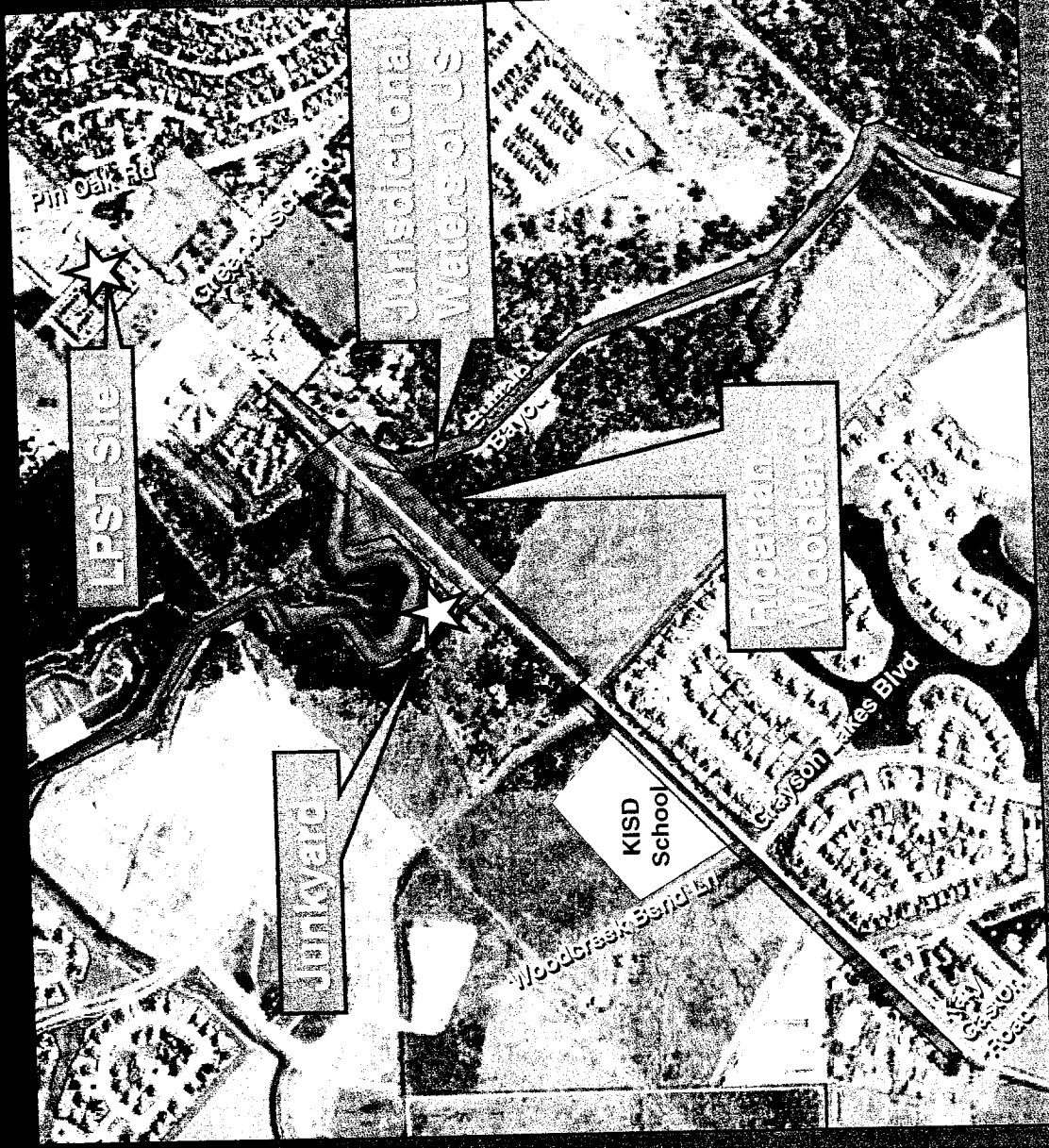


# 2007 Mobility Bond Program

# Issues & Constraints

## ■ Environmental Constraints

- Potential Jurisdictional Waters of the US
- Hazardous Material Sites
  - LPST
  - Junkyard
- Mitigation
  - Possibly waters of US
  - Riparian Woodlands



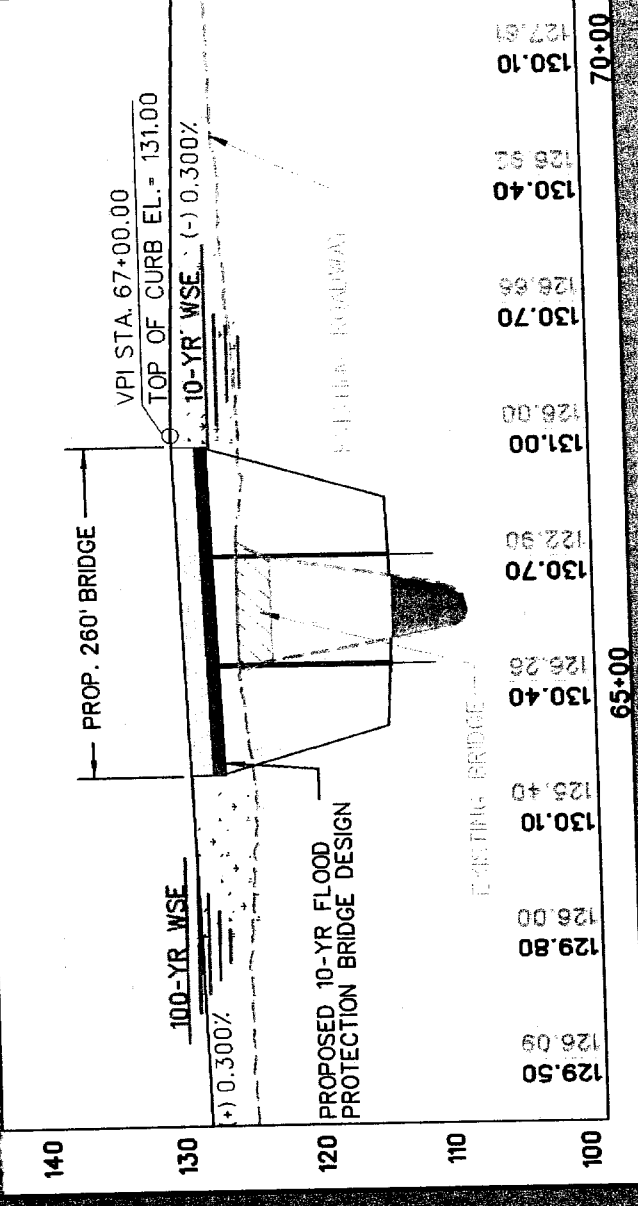
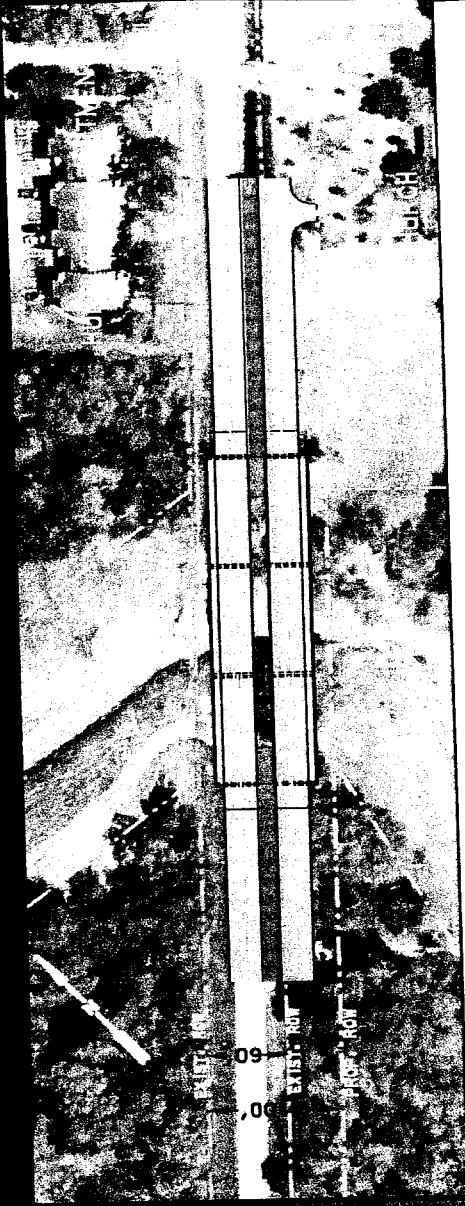
## Katy Flewellen Road



# Issues & Constraints

## ■ Drainage Considerations

- Hydraulic Conditions:
  - Existing Bridge inundated by 10, 25, & 100-yr flood
- 10-Yr Flood Protection Design:
  - No Additional impacts to 100-yr WSE in Floodplain
  - Provides Access for Channel Maintenance



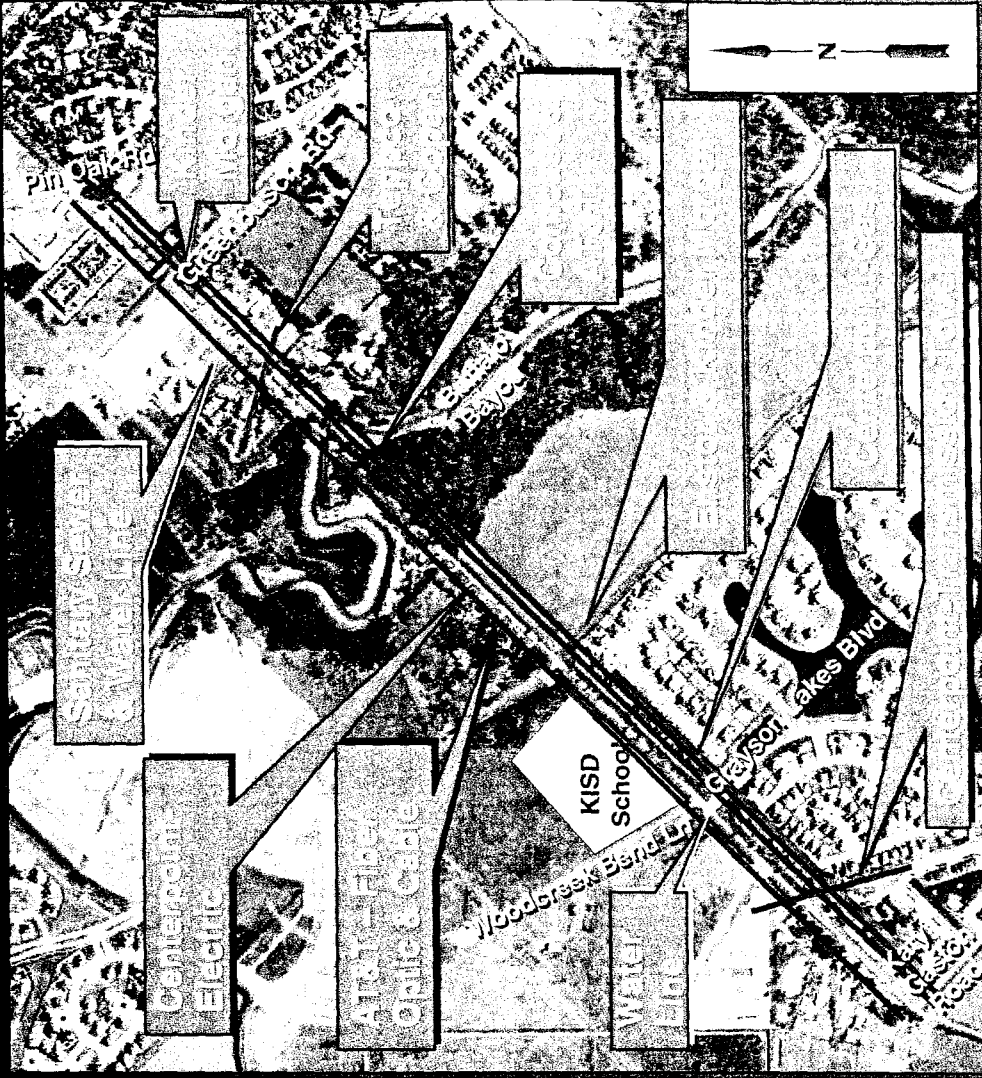
**Katy Flewellen Road**



AS PER ORIGINAL

# Issues & Constraints

- Existing Pipelines/Utilities
- Pipelines
  - Kinder Morgan
  - Energy Transfer
  - Teppco / Copano / Enstor
  - Centerpoint - Gas
- Private Utilities
  - Comcast - buried cable
  - AT&T - buried cable
  - Centerpoint - Electric/Transmission
- Public Utilities
  - Sanitary Sewer
  - Waterline



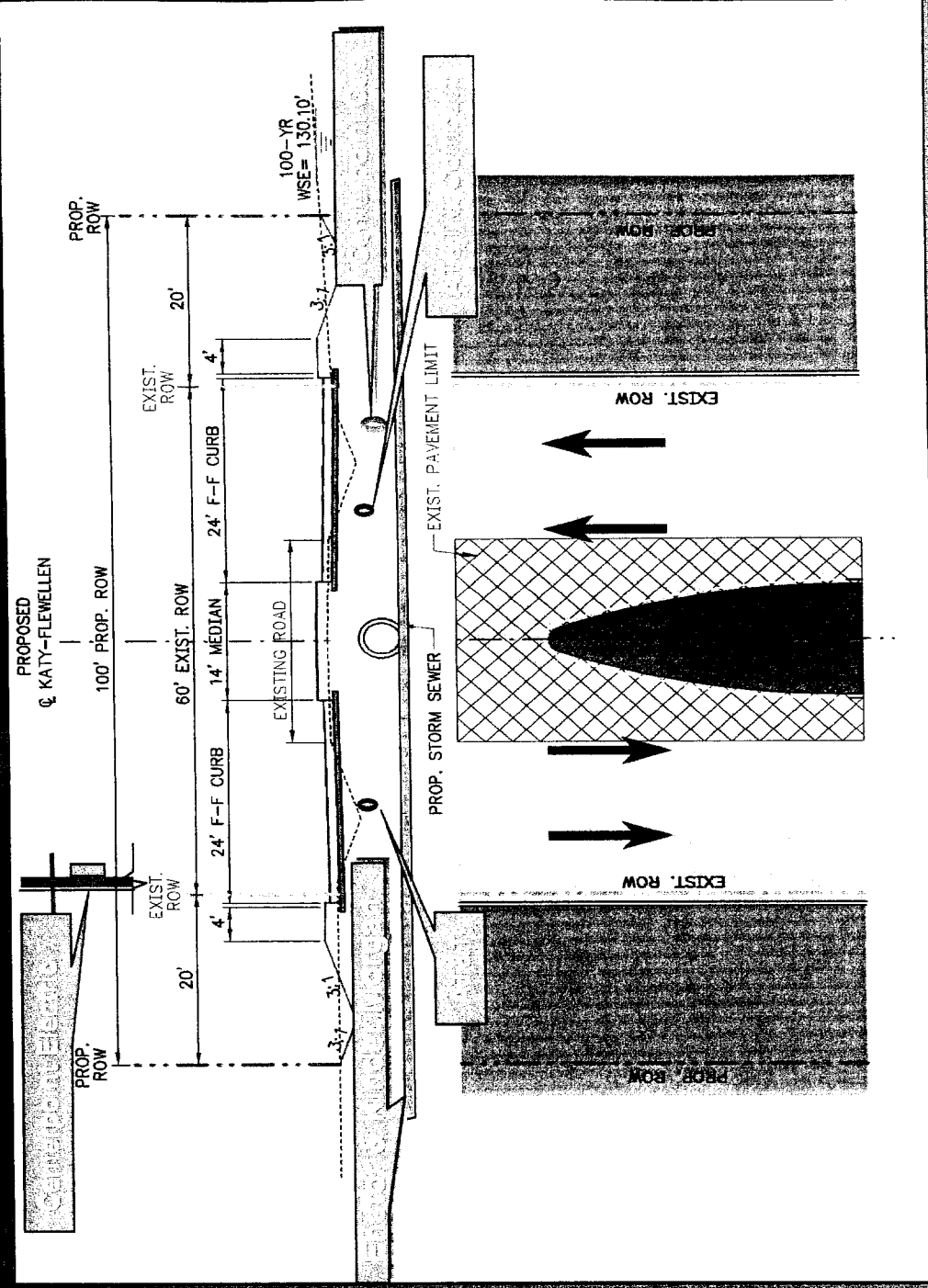
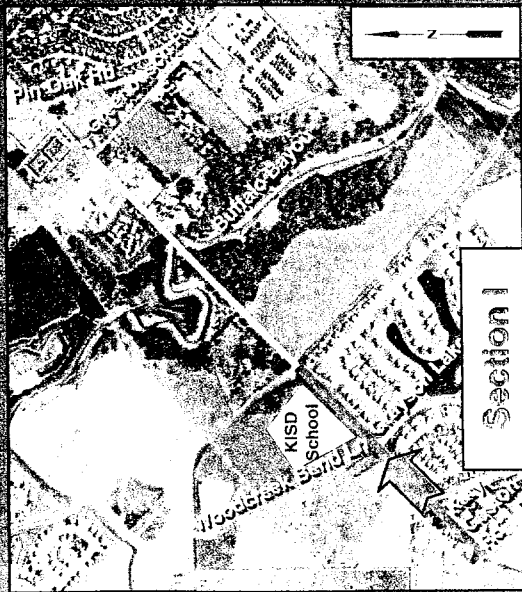
**Katy Flewellen Road**



# Section I Proposed Typical Section

## ■ Maintain Existing Alignment

- Proposed 100' ROW:
  - Majority Dedicated
- Relocations:
  - Aerial Electric
  - Buried Cable
  - Pipeline



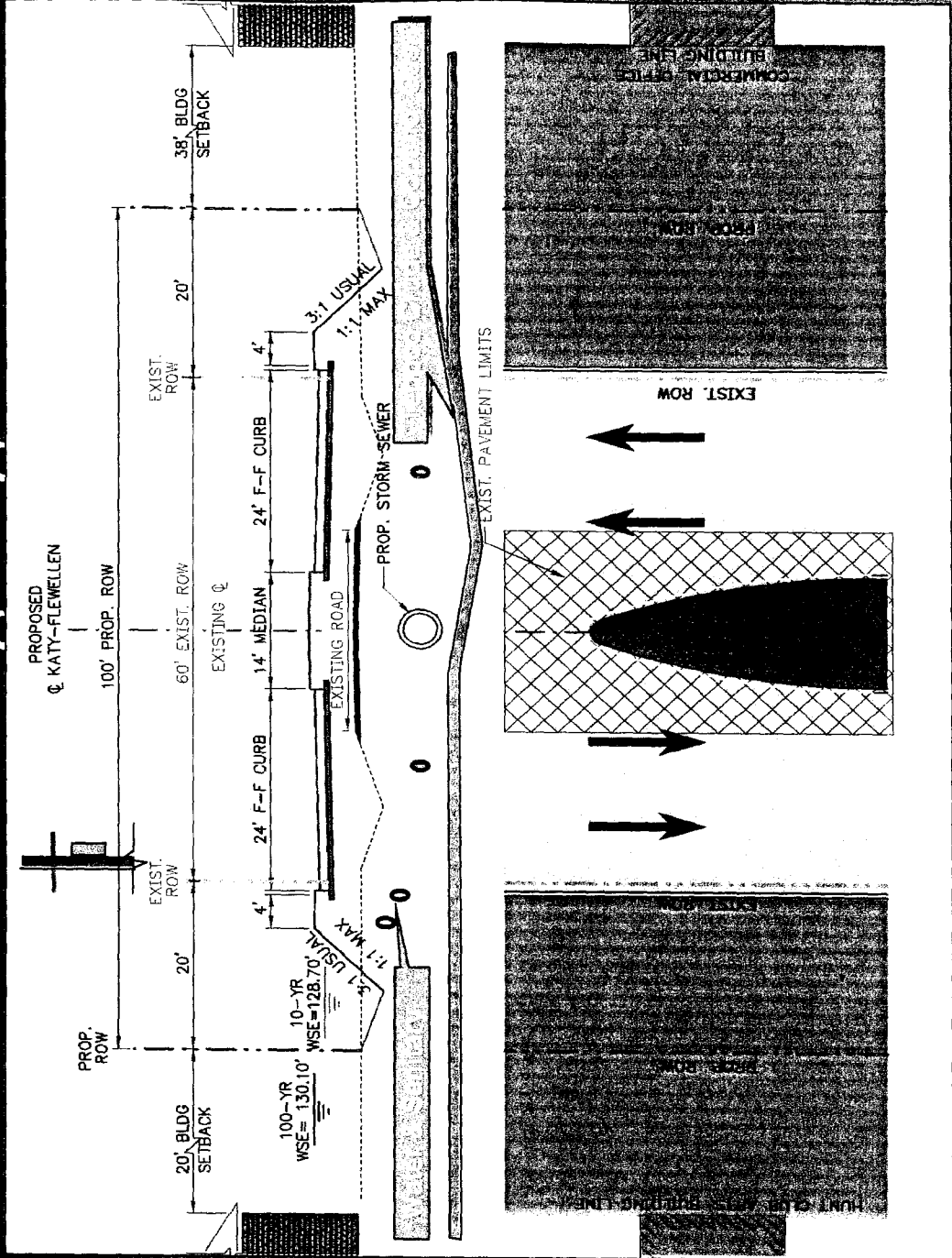
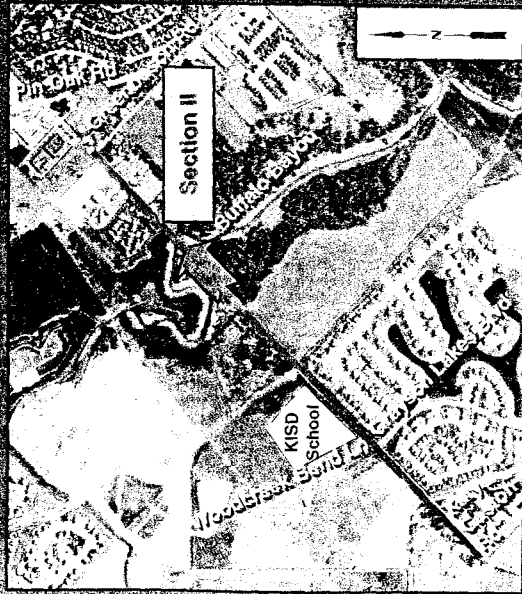
# 2007 Mobility Bond Program

AS PER ORIGINAL

# Section II Alternatives Analysis

## Alternative 1 – Maintain Existing Alignment

- Proposed 100' ROW
- Excessive No. of Parcel Acquisition
- Relocations:
  - Aerial Electric
  - Buried Cable
  - \$Water & Sanitary\$
  - \$ Pipelines \$



# Katy Flewellen Road



# Section I & II Alternatives Analysis

<b>Alternative 1</b>	
<b>Bond Cost: \$7,500,000</b>	
<b>Eng. &amp; Const. Cost:</b>	<b>\$7,955,510</b>
Right-of-Way Cost:	\$880,000
Pipelines/Utilities Cost:	\$931,000
<b>Total Project Cost:</b>	<b>\$9,766,510</b>

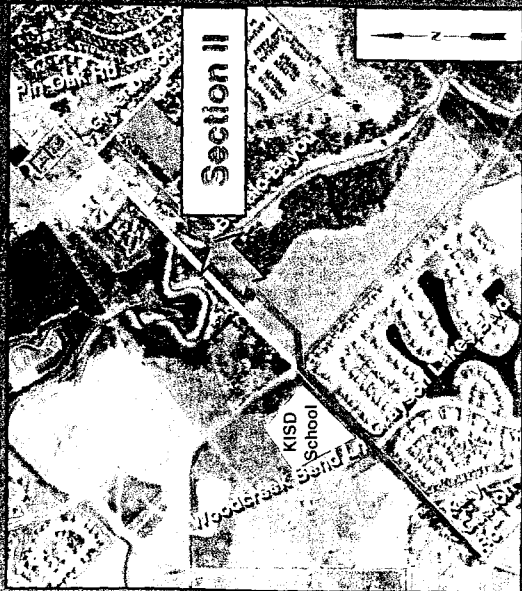
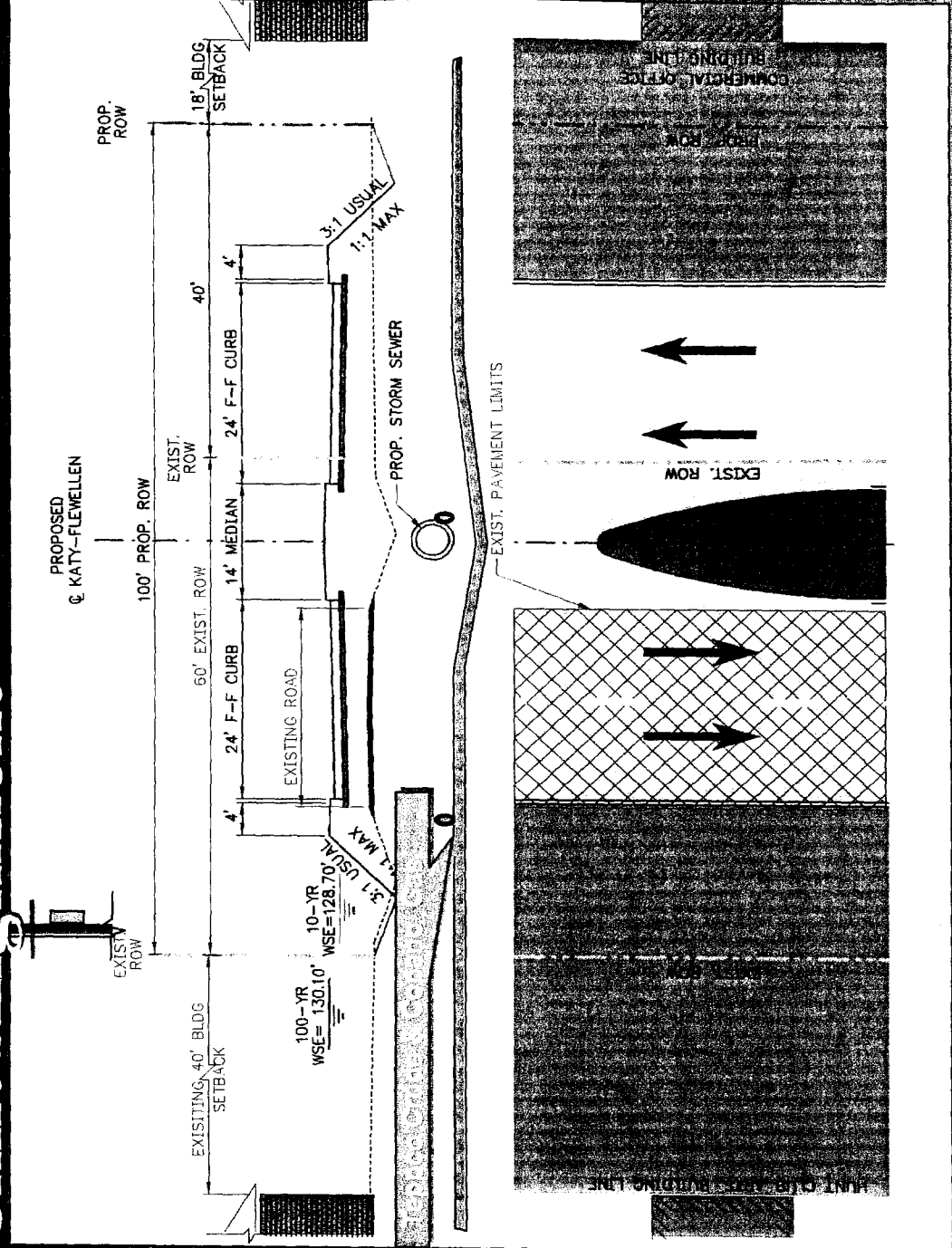


# 2007 Mobility Bond Program

# Section II Alternative Analysis

## Alternative 2 - Shift Alignment East

- Proposed 100' ROW:
  - Least Number of Parcel Acquisitions
  - Maintain use of existing road during Construction
  - Relocations:
    - Buried Cable
    - \$ Pipeline \$



# Katy Flewellen Road



# Section I & II Alternatives Analysis

<b><u>Alternative 2</u></b>	
<b>Bond Cost: \$7,500,000</b>	
<b>Eng. &amp; Const. Cost:</b>	<b>\$7,500,000</b>
Right-of-Way Cost:	\$770,000
Pipelines/Utilities Cost:	\$878,000
<b>Total Project Cost:</b>	<b>\$9,148,000</b>



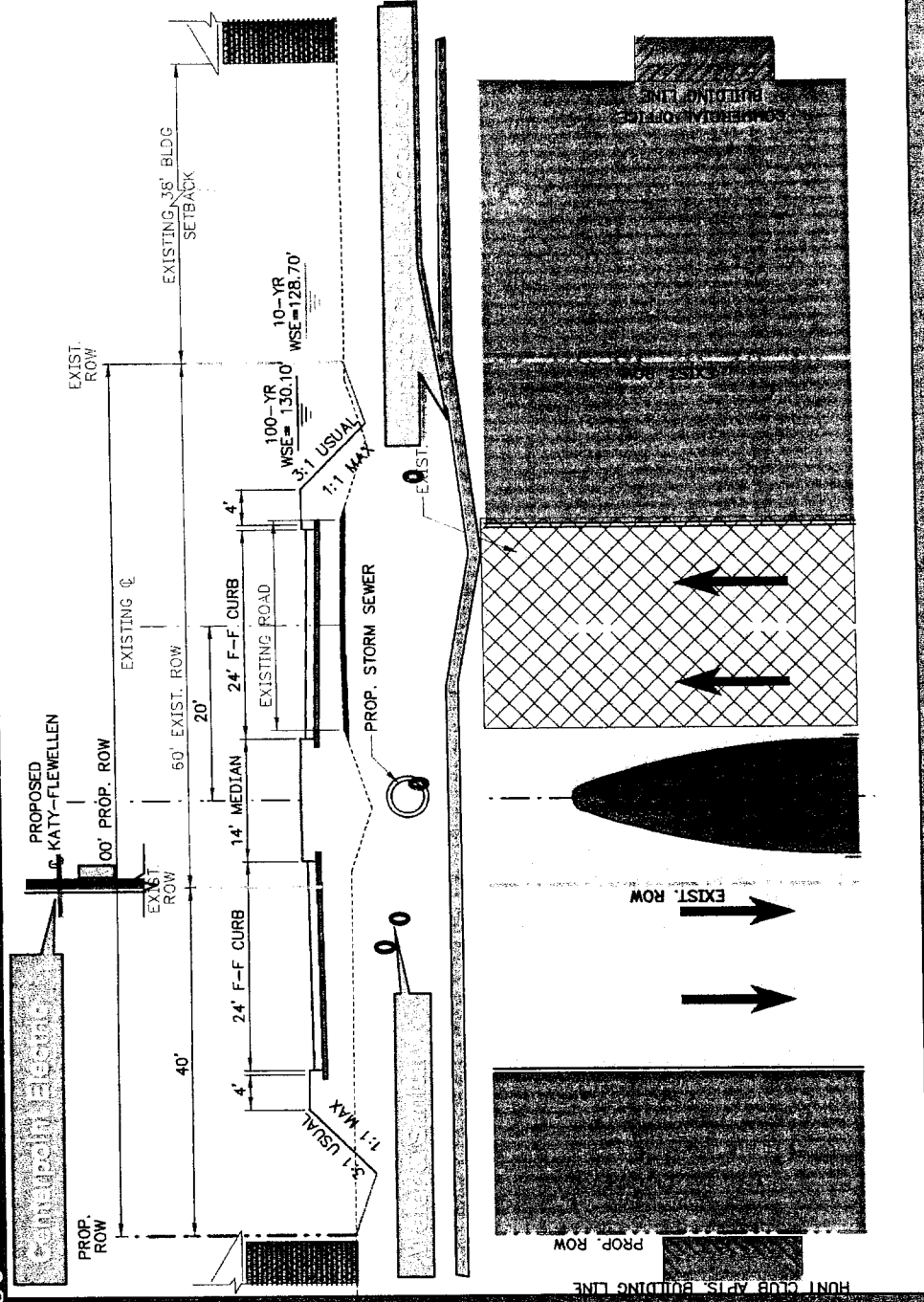
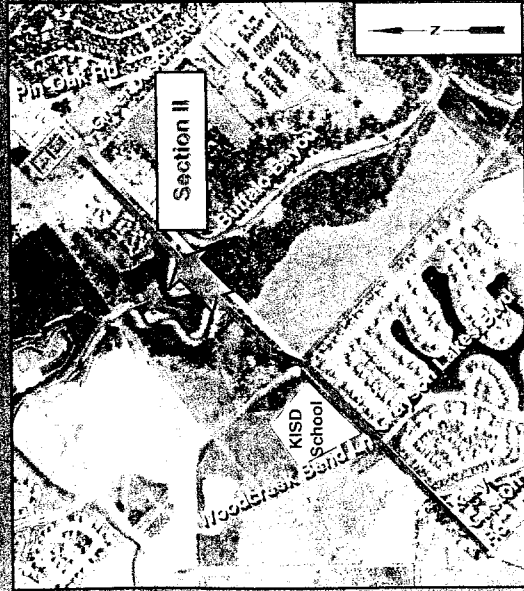
**Katy Flewellen Road**



# Section II Alternatives Analysis

## Alternative 3 – Shift Alignment West

- 40' of ROW to the West
- Excessive building Encroachment
- Relocations
- Buried Cable
- Aerial Electric
- \$Water & Sanitary\$
- \$Pipeline\$



# Katy Flewellen Road



# Section I & II Alternatives Analysis

<b>Alternative 3</b>	
<b>Bond Cost: \$7,500,000</b>	
<b>Eng. &amp; Const. Cost:</b>	<b>\$7,622,265</b>
Right-of-Way Cost:	\$990,000
Pipelines/Utilities Cost:	\$931,000
<b>Total Project Cost:</b>	<b>\$9,543,265</b>



**Katy Flewellen Road**



# Alternatives Comparison

Alternative	Pros	Cons
1) Maintain Alignment	<ul style="list-style-type: none"> <li>&gt; Straight Alignment</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Excessive number of Parcel Acquisitions</li> <li>&gt; Higher Construction Cost</li> </ul>
2) Shift Alignment East	<ul style="list-style-type: none"> <li>&gt; Moderate number of Parcel Acquisitions</li> <li>&gt; Preferable Construction Phasing</li> <li>&gt; Least Construction Cost</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Moderate Utility Relocation Costs</li> </ul>
3) Shift Alignment West	<ul style="list-style-type: none"> <li>&gt; Moderate number of Parcel Acquisitions</li> <li>&gt; Preferable Construction Phasing</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Excessive Encroachment on adjacent Building-lines</li> <li>&gt; Excessive ROW Costs</li> <li>&gt; Higher Utility Relocation Costs</li> </ul>



## Katy Flewellen Road



# Recommendations

<ul style="list-style-type: none"> <li>■ <b>Bond Allocation: <u>\$7,500,000</u></b></li> <li>■ <b>Engineering:</b></li> <li>■ <b>Construction Cost:</b></li> </ul>	<p><b>\$860,000</b></p> <p><b>\$6,640,000</b></p> <p><b><u>\$7,500,000</u></b></p>
<b>Subtotal:</b>	
<ul style="list-style-type: none"> <li>■ <b>Right-of-Way Cost:</b></li> <li>■ <b>Utility/Pipeline Relocation Cost:</b></li> </ul>	<p><b>\$770,000</b></p> <p><b>\$878,000</b></p>
<b>Subtotal:</b>	
<ul style="list-style-type: none"> <li>■ <b>Total Project Cost:</b></li> </ul>	<b>\$1,648,000</b>
<ul style="list-style-type: none"> <li>■ <b>Construction Schedule:</b></li> </ul>	

– Begin: January of 2009

– End: Summer 2010

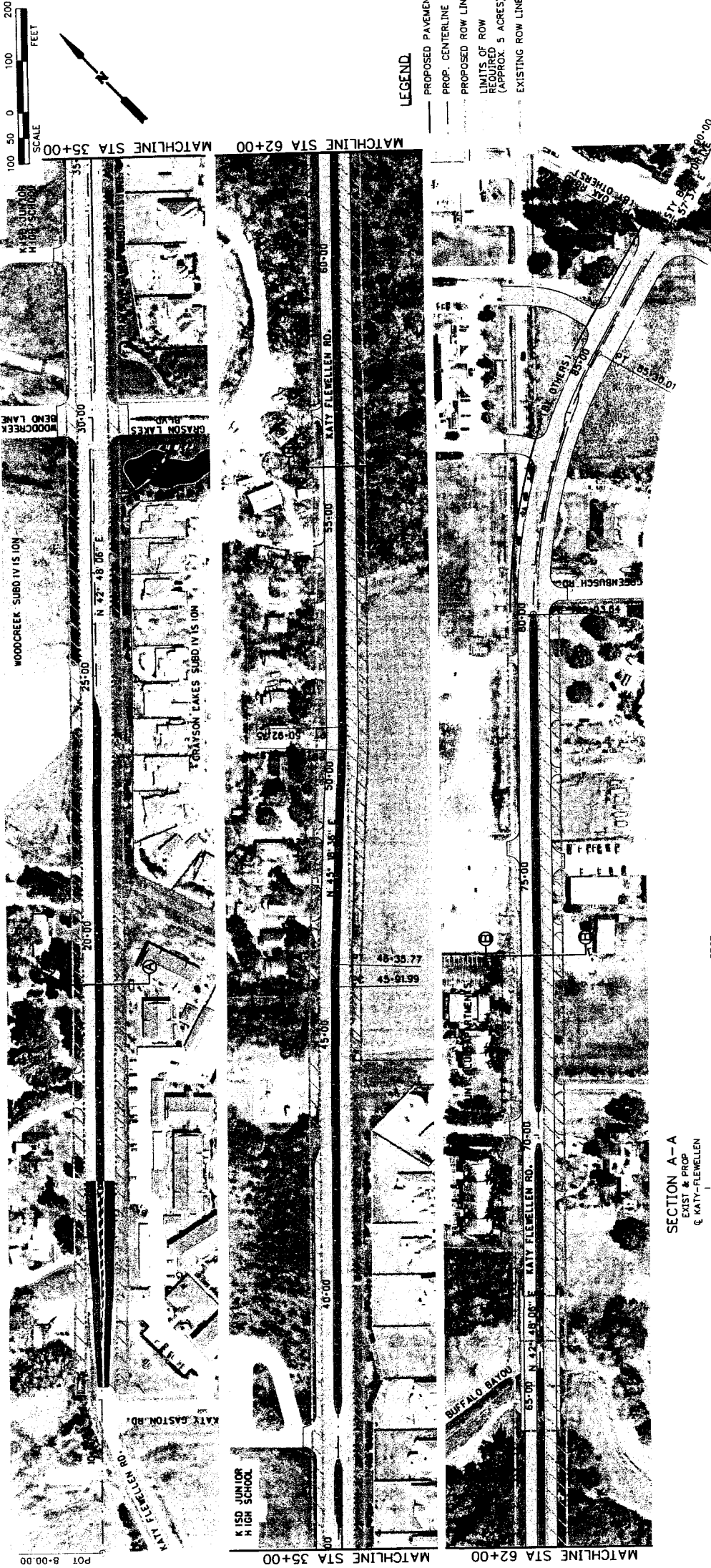


**Katy Flewellen Road**



**KATY FLEWELLEN ROAD IMPROVEMENTS  
FROM KATY GASTON TO PIN OAK ROAD  
PRELIMINARY CONSTRUCTION ESTIMATE BREAKDOWN  
Alternative 2 (Recommended)**

DESCRIPTION	TOTAL COST
Site Preparation Costs	\$265,850.00
Storm Sewer Costs	\$1,422,050.00
Subgrade & Paving	\$3,022,500.00
Traffic Devices/Signals	\$190,490.00
Traffic Control Items	\$200,750.00
SWPPP	\$42,950.00
Bridges	\$891,773.64
Subtotal:	\$6,036,363.64
10% Contingencies	\$603,636.36
<b>Total Base Construction Cost:</b>	<b>\$6,640,000.00</b>
<b>Engineering Cost</b>	<b>\$860,000.00</b>
<b>Subtotal:</b>	<b>\$7,500,000.00</b>
Pipeline Relocation/Adjustment Cost	\$848,000.00
Utilities Relocation/Adjustment Cost	\$30,000.00
Right-of-Way Cost	\$770,000.00
<b>Subtotal:</b>	<b>\$1,648,000.00</b>
<b>TOTAL KATY FLEWELLEN ROAD IMPROVEMENTS</b>	<b>\$9,148,000.00</b>



## FORT BEND COUNTY

### SCHEMATIC OF PROPOSED ROADWAY IMPROVEMENT

KATY FLEWELLEN ROAD  
FORT BEND COUNTY  
MAY 12, 2008

LIMITS: FROM KATY GASTON ROAD TO PIN OAK ROAD

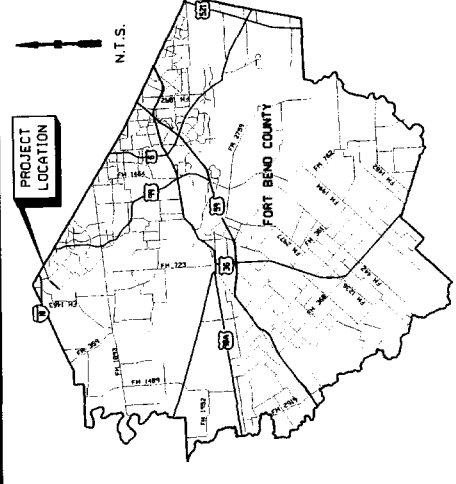
PROJECT LENGTH: ROADWAY 7831.55 FT = 1.48 MI  
BRIDGE 120.00 FT = 0.22 MI  
7951.55 FT = 1.50 MI

PROJECT NO. 734

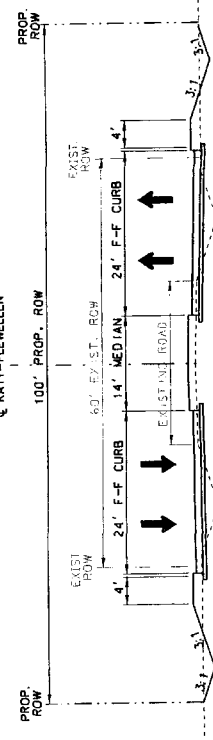
DESIGN SPEED: 35 MPH

FUNCTIONAL CLASS: RURAL COLLECTOR  
KATY FLEWELLEN TRAFFIC PROJECTIONS (ADT):

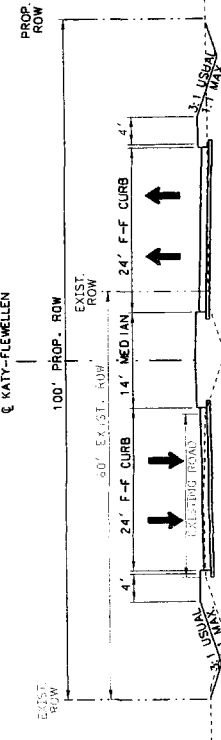
Citing, Pohl & Tardy, Inc.  
PRELIMINARY FOR REVIEW ONLY  
 CW3 Citing, Pohl & Tardy, Inc.  
 2008-05-12 10:28:00



**SECTION A-A**  
EXIST & PROP  
KATY-FLEWELLEN



**SECTION B-B**  
EXIST & PROP  
KATY-FLEWELLEN



# **KATY GASTON ROAD - 733**

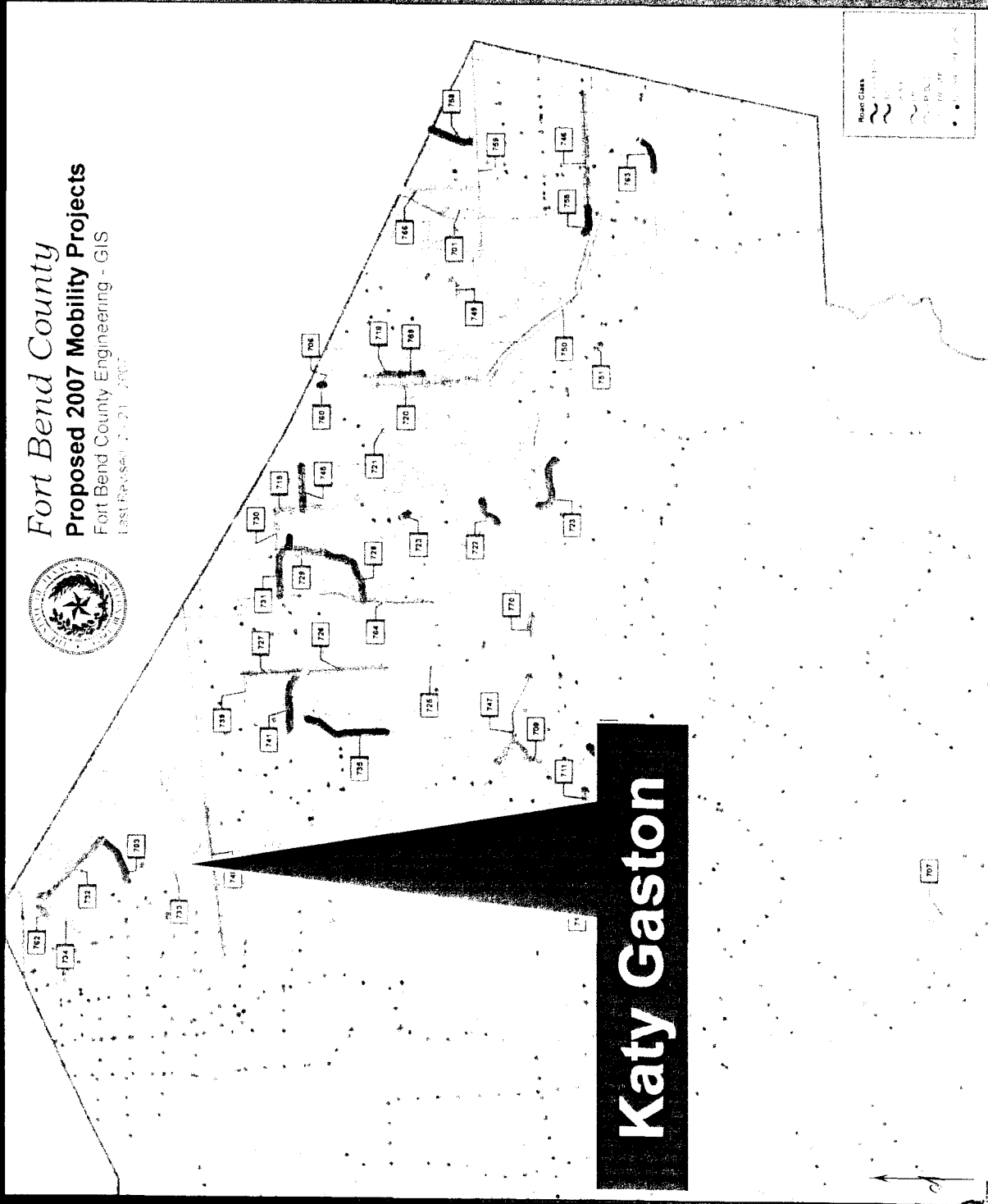
## **Fort Bend County**

### **Mobility Bond Projects**

**2007**



Fort Bend County  
Proposed 2007 Mobility Projects  
Fort Bend County Engineering - GIS  
Last Revised: 7/21/2007



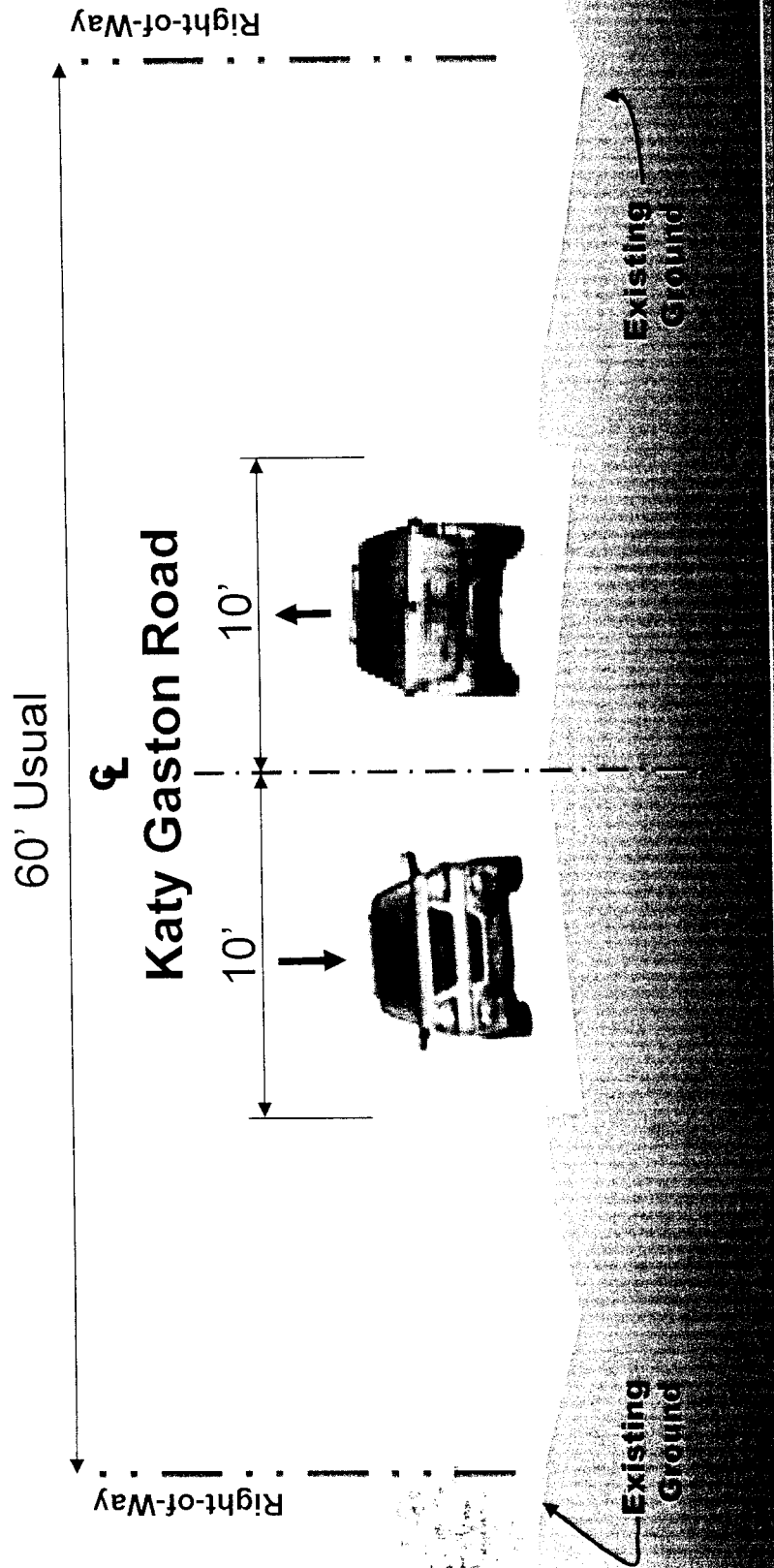
# Katy Gaston



# 2007 Mobility Bond Program



# Existing Typical Section



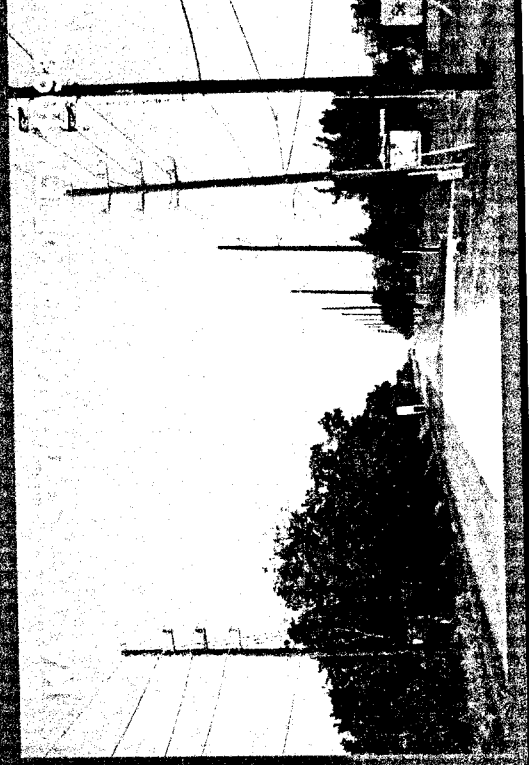
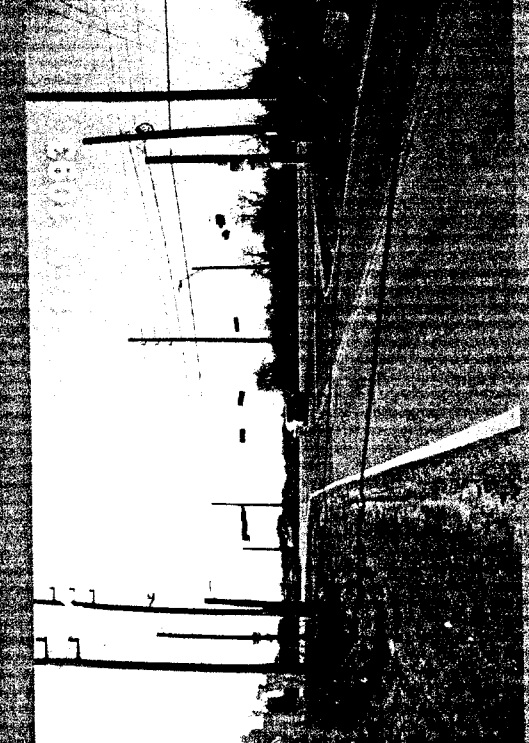
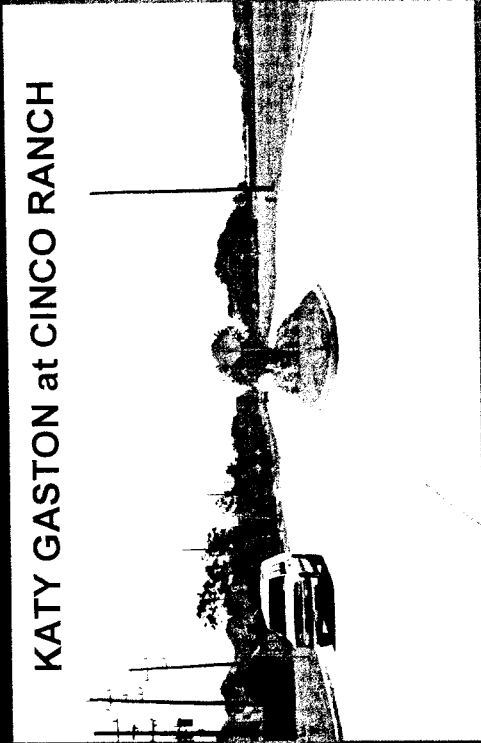
AS PER ORIGINAL

# JACOBS

## FORT BEND COUNTY MOBILITY KATY GASTON ROAD WIDENING



# Existing Condition Photos



**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

**JACOBS**

AS PER ORIGINAL

# Issues & Constraints

- Environmental Constraints
- Drainage Considerations
- Existing Pipeline/Utilities
- Right-of-Way
- Agency Coordination



**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

AS PER ORIGINAL

**JACOBS**

# Alternative Analysis

- Proposed Alternative (100 foot ROW)
  - Alignment Map
  - Proposed Typical Section
  - Right-of-Way Requirements
  - Pipeline/Utility Relocations
  - Project Cost (Engineering, ROW, Pipeline/Utilities, Construction)

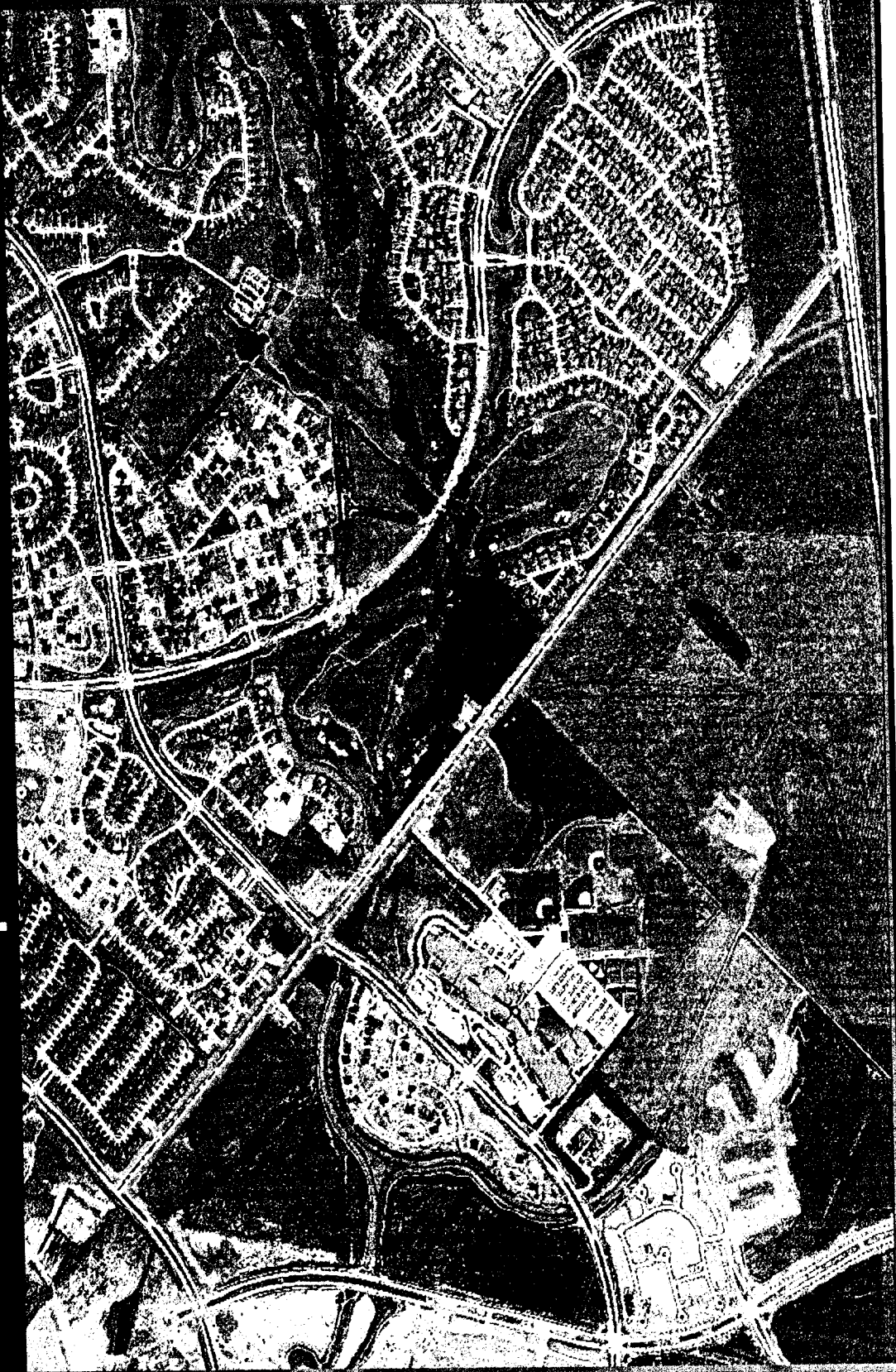


**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

AS PER ORIGINAL

**JACOBS**

**Proposed ROW Layout**

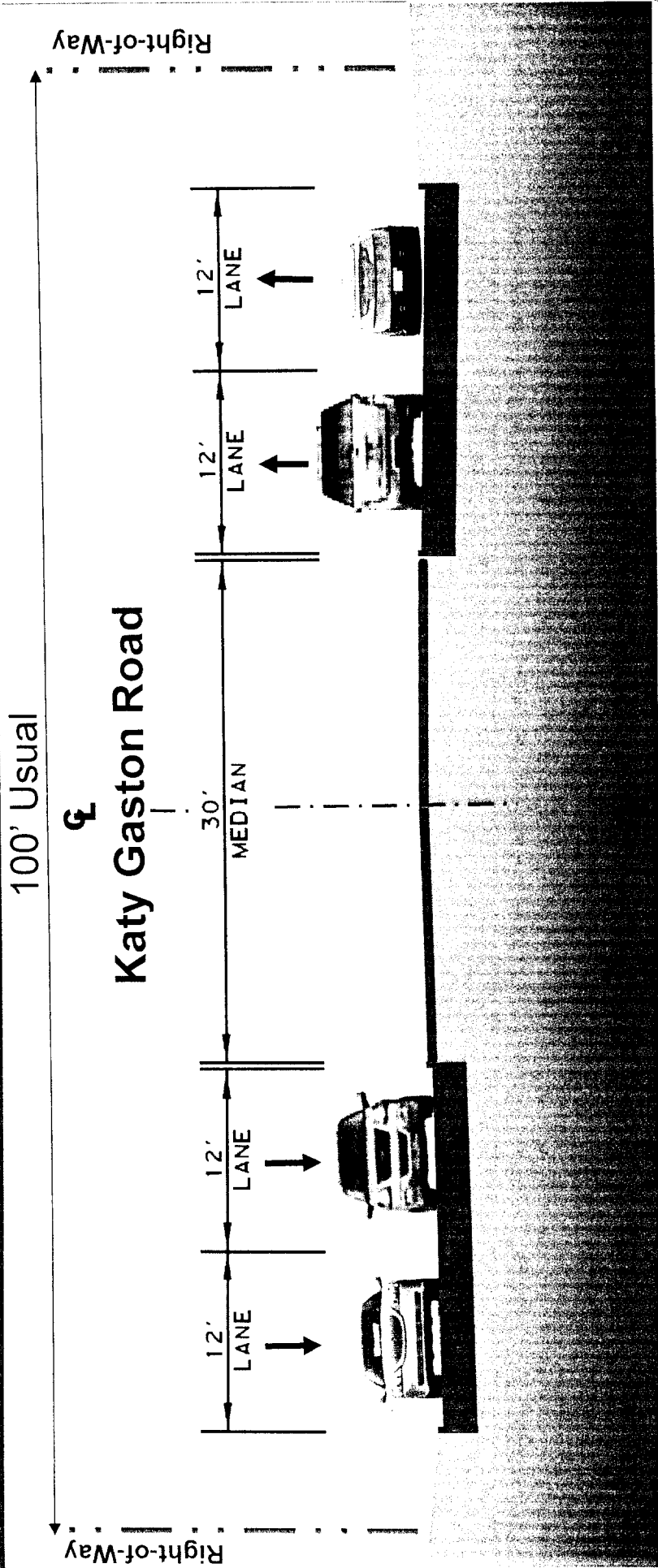


**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**



**JACOBS**

# Alternative Analysis Proposed Typical Section



**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

**JACOBS**

AS PER ORIGINAL

# Alternative Analysis

## Right-of-Way Requirements

Estimated Cost - \$1,430,000

## Utility Relocation

MUD waterline relocation

Estimated Cost - \$150,000

## Project Costs

Construction & Engineering - \$8,600,000

**ESTIMATED TOTAL PROJECT COST - \$10,200,000**



**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

**JACOBS**

AS PER ORIGINAL

# Alternative Comparison

Alternative	Pros	Cons
Alternative 1 (100 FT ROW)	<ul style="list-style-type: none"> <li>- Allows Future Expansion</li> <li>- Consistent with Other Roads</li> </ul>	<ul style="list-style-type: none"> <li>- ROW &amp; Utility Costs</li> </ul>
Alternative 2 (80 FT ROW)	<ul style="list-style-type: none"> <li>- Minimizes ROW &amp; Utility Costs</li> </ul>	<ul style="list-style-type: none"> <li>- Limits Future Expansion</li> </ul>

AS PER ORIGINAL

## FORT BEND COUNTY MOBILITY KATY GASTON ROAD WIDENING



JACOBS

# Recommendations

- Recommend Widening of Katy Gaston Road to 4 Lane Divided with 100 Foot ROW
- Bond Cost - \$8,750,000
- Project Cost – \$8,600,000 C & E Cost
  - \$1,400,000 ROW Cost
  - \$150,000 Utility Cost
- Schedule – Summer 2010



**FORT BEND COUNTY MOBILITY  
KATY GASTON ROAD WIDENING**

AS PER ORIGINAL

**JACOBS**