IMAGED 447 PAGES
ON 6-23-08
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, JUNE 10, 2008
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Meyers.

3. Approve minutes of regular meeting held on June 3, 2008.

4. Announcements and Public Comments.

5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing and take all appropriate action on the following matter:
   Approve replat of Landmark of Sugarland Apartments, Sec 2, being a partial replat of Landmark of Sugarland Apartments, Pct. 4.

CONSENT AGENDA ITEMS 6 - 19:

6. **OUT-OF-STATE TRAVEL:**

   A. **Enter into record the out-of-state travel of elected official:**
   County Clerk: Change in travel dates for Dianne Wilson to Portland, Oregon, September 3-6, 2008, to attend Association for Title Information Management (ATIM) Annual Conference. (Fund: County Clerk, Travel)

   B. **Approve out-of-state travel requests for County personnel:**
      1) **Emergency Management: Janette Walker to Overland Park, Kansas, November 15-20, 2008, to attend the International Association of Emergency Managers (AEM) 2008 Annual Conference. (Fund: Emergency Management, Travel)**
      2) **Engineering: Richard Dela Mater to San Diego, California, August 3-9, 2008, to attend the ESRI International User's Conference. (Fund: Engineering, Travel)**
      3) **Public Transportation: Kay Steinkamp to Fairfax, Virginia, July 21-24, 2008, to attend FTA National Transit Database 2008 Training. (Fund: Rural & Urban Transportation Grant)**

7. **COUNTY JUDGE:**
   A. **Approve transfer in the amount of $75,000 from Reimbursements into Non-Departmental Fees to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received from various Levee Improvement Districts for preparation of regional floodplain analysis.**
   B. **Approve transfer in the amount of $4,741 from Courthouse Security, Property and Equipment, into Information Technology to allocate funds for two wireless keyboards, three licenses for BlackBerry use, and two laptops.**

8. **COMMISSIONER, PCT. 1: Approve the reappointment of Stephen McDowell to Position No. 5 representing Fort Bend County on the Board of Trustees for Texana Center for a two-year term commencing September 1, 2008.**

9. **240th DISTRICT COURT: Approve transfer in the amount of $2,300 from Fees into Temporary/Part Time to allocate funds for part-time assistance while coordinator is at training.**

10. **COUNTY CLERK: Approve transfer in the amount of $8,625 from Salaries into Fees to allocate funds for temporary assistance from Execu-Team while full-time employee is on family medical leave.**

11. **ENGINEERING:**
   A. **Approve payment of Invoice No. 3 (Pay Estimate No. 3) in the amount of $63,892.32 to Cobb Fendley & Associates, Inc. regarding the widening of Greenbusch/Westheimer Parkway (IH 10 to SH 99), Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bond Project)**
   B. **Approve payment of Invoice No. 508118 (Pay Estimate No. 2) in the amount of $20,108.00 to Klotz Associates regarding the expansion of Harlem Road (from SH 99 to Beechnut), Mobility Bond Project #727, Precincts 3 and 4. (Fund: Mobility Bond Project)**
   C. **Approve payment of Invoice No. 06-106915 (Pay Estimate No. 15) in the amount of $451,663.85 to Triple B Services, LLP regarding work done on Paving and Drainage Improvements to Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bond Project)**
   D. **Approve payment of Invoice No. 2860 in the amount of $15,886.25 to Property Acquisition Services (PAS) for various right of way acquisition services in Precincts 1, 2, 3, and 4. (Fund: Right of Way)**
   E. **Approve application from CenterPoint Entex to bore under and bury a 6-inch plastic gas line along South Firethorne, Precinct 3.**
   F. **Approve application from CenterPoint Entex to bore under and bury a 4-inch plastic gas line along Jeske, Precinct 1.**
   G. **Approve application from CenterPoint Energy to bore under and bury a gas line along Alief-Clodine, Precinct 3.**
   H. **Approve application from Earthmovin Laser Landforming, Inc./Cheston & Cheryl Zwahr to construct a driveway tie-in onto Beadle Lane, Precinct 3.**

ENGINEERING (Continued)

I. **Approve application from Topique Construction to construct two driveway tie-ins onto Mason Road, Precinct 3.**
J. **Approve application from Debo Homes,LLC/JC Hernandez to construct a driveway tie-in onto Sopie Way, Precinct 1.**
K. **Approve application from Bass Construction Co., Inc. to construct two driveway tie-ins onto Farmer Road, Precinct 3.**
L. **Approve plat for the roads within Cinco Ranch Southwest, Section 27, Pct. 3.**
M. **Approve plat for the lots within Cinco Ranch Southwest, Section 27, Pct. 3.**
N. **Approve plat for the roads within Cinco Ranch Southwest, Section 28, Pct. 3.**
O. **Approve plat for the lots within Cinco Ranch Southwest, Section 28, Pct. 3.**
P. **Approve plat for the roads within Cinco Ranch Southwest, Section 30, Pct. 3.**
Q. **Approve plat for the lots within Cinco Ranch Southwest, Section 30, Pct. 3.**
R. **Approve the plat for Sienna North Recreation Center No. 1, Pct. 2.**
S. **Approve the plat for Sienna Ranch Road North - Phase 3 Street Dedication, Pct.**
T. **Approve the plat for Sienna Springs Boulevard West Street Dedication, Pct. 2.**
U. **Approve the plat for Tolebi Station Subdivision, Pct. 3.**
V. **Set public hearing for acceptance of the Traffic/Safety Study for New Territory subdivision at Walston Bend Drive at the Easton Lake Playground for the installation of no parking signs, Pct. 4.** ***(Tuesday, July 8, 2008, at 1:00 p.m.)***
W. **Set public hearing for Residences at Cinco Ranch Apartments being a partial replat of Restricted Reserve "A" Cinco Station, Pct. 3.** ***(Tuesday, July 22, 2008, at 1:00 p.m.)***

12. **FACILITIES MANAGEMENT & PLANNING:**
A. **Approve payment of Invoice No. 43404 in the amount of $2,778.75, Invoice No. 43219 in the amount of $2,610.00, Invoice No. 43089 in the amount of $3,698.00, and Invoice No. 43334 in the amount of $4,452.25 to Paradigm Consultants for services provided regarding the Precinct One Facility. (Fund: Facility Bond Project)**
B. **Approve payment of Invoice No. 43572 in the amount of $14,509.75 to Paradigm Consultants for services provided regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
C. **Approve Pay Application No. 07-00200008 in the amount of $383,003.90 to Bass Construction Company for work done on the Precinct One Facility. (Fund: Facility Bond Project)**
D. **Approve payment of Invoice No. 05-8056 in the amount of $3,175.00 to Brown & Gay Engineers, Inc. for professional services regarding the Library at University of Houston Sugar Land. (Fund: Facility Bond Project)**
E. **Approve Pay Application No. 9 in the amount of $3,632,074.88 to Turner Construction for work done on the Jail Expansion Project. (Fund: Facility Bond Project)**

13. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (The Authority) reviewed this item at their regular meeting held on May 21, 2008, and makes the following recommendation to Commissioners Court: Approve contract between The Authority and TransCore LP in the amount of $34,737 for purchase and installation of violation enforcement equipment for the main lane toll plaza for the Fort Bend Parkway.**

14. **HEALTH & HUMAN SERVICES**
    - **A. Approve and sign Contract Revision Request to Department of State Health Services for Budget/Program Adjustment regarding the Tobacco Prevention and Control Coalition Program, Contract No. 2008-025615.**
    - **B. Social Services: Approve transfer in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**

15. **LAW LIBRARY: Approve transfer in the amount of $3,145 as detailed on County Librarian's form dated May 28, 2008, to allocate additional funds needed for carpet purchase and installation and for mail center operating supplies.**

16. **LIBRARY: Approve transfer in the amount of $4,200 from Information Technology into Property and Equipment to allocate funds into correct line item for purchase of appliance rack.**

17. **PUBLIC TRANSPORTATION: Approve and authorize County Judge to sign and Transportation Director to submit Revised FY 09 Grant Application Part I to the State of Texas for funds to be received from the Texas Department of Transportation in FY 09 for the Rural Transportation Program.**

18. **PURCHASING: Authorize advertising for Bids or RFPs for the following:**
    - **A. Printing and mailing of public awareness information card;**
    - **B. Designing and screening of public awareness advertisement in movie theaters;**
    - **C. Opening day collections for Sienna Branch Library.**

19. **ROAD & BRIDGE: Approve transfer in the amount of $12,000 from Fees into Capital Acquisitions to allocate additional funds for purchase of water tanks, and to replace ice machine at the Beechnut Office.**

20. COUNTY JUDGE:
    A. Take all appropriate action on Cost Sharing Agreement between Fort Bend County and Fort Bend County Levee Improvement District Nos. 6, 15, 17, 19, and 20 for Regional Floodplain Analysis.
    B. Take all appropriate action on Professional Services Agreement between Fort Bend County and Michael Baker, Jr. Inc. for engineering services in an amount not to exceed $75,000 for regional floodplain analysis. (Fund: (Non-Departmental Fees)
    C. Take all appropriate action on assignment of the Tax Abatement Agreement between Fort Bend County and Jaffe of Pompano, Inc. to S.L.G.D. of Texas, LLC.

21. COMMISSIONER, PCT. 3: Take all appropriate action on request by O. S. Carlton IV to waive penalty and interest, including attorney fees, totaling $412.36 on property taxes for tax year 2006, Precinct 3.

22. CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $3,102 from Non-Departmental Contingency into Constable Pct. 3, Property and Equipment, to allocate funds for goods that were purchased in FY 2007, but not received until FY 2008.

23. ENGINEERING:
    A. Take all appropriate action on Change Order No. 5 to increase by $92,790.11 the Agreement with Triple B Services, L.L.C. for additional services regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #15, Precinct 2. (Fund: Mobility Bond Project)
    B. Take all appropriate action on request by Willie C. Haisler, Jr. for a variance to the Fort Bend County Regulations of Subdivision, Section 2.21 I, to allow (3) three 5.00 ± acre tracts, to be divided out of a called 21.8219 acre tract, situated in the Noel F. Roberts League, Abstract No. 79, recorded in official Fort Bend County Probate records PB14802 and described in Vol. 1281, Page 67 Deed Records, Fort Bend County, Texas, Pct. 3.
    C. Take all appropriate action on Donation Deed for Katy-Gaston Road right of way, being 0.1323 acres of land from Christ Church, Precinct 3.
    D. Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Stafford regarding road improvements, including Brand Lane between Ludwig Lane and US 90A, Mobility Bond Project #718, Precinct 2.

ENGINEERING (Continued)

E. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc. regarding Project #718 and Project #769 (Brand Lane) for an amount not to exceed $650,000; Precinct 2. (Fund: Mobility Bond Project)

F. Ratify application to Houston-Galveston Area Council for Solid Waste Grants for FY 2009 for the following programs: Education and Training; Source Reduction and Recycling; and Household Hazardous Waste Management, with in-kind matches provided by Fort Bend County.

G. Take all appropriate action on request for variance to the building set back line requirement, (Section 5.12 C of the Fort Bend County Regulations of Subdivisions), for Sienna Village of Anderson Springs, Section 23, on behalf of Sienna/Johnson North, L.P., Pct. 2.

H. Take all appropriate action on plat for the roads within Sienna Village of Anderson Springs, Section 23, Pct. 2.

I. Take all appropriate action on plat for the lots within Sienna Village of Anderson Springs, Section 23, Pct. 2.

24. HEALTH & HUMAN SERVICES – ENVIRONMENTAL HEALTH: Take all appropriate action to adopt the Fort Bend County Junked Vehicle Abatement Procedures effective September 1, 2008.

25. HUMAN RESOURCES: Take all appropriate action to accept the appointment of John Oldham as Elections Administrator per Order of Appointment by the Elections Commission, and approve setting the salary at Grade 15, Step 2 of the Professional/Management Policy Group effective July 2, 2008, and further authorize $5,000 moving expense in accordance with direction by the Elections Commission.

26. PARKS DEPARTMENT: Take all appropriate action on Interlocal Agreement between Fort Bend County and Wharton County Junior College for use of designated area at the Fort Bend County Fairgrounds for truck driving instruction effective through December 31, 2008.

27. PURCHASING:
    A. Take all appropriate action on the following:
        1) RFP #08-061 and RFP #08-067 for Investment Broker/Dealers;
        2) Bid #08-071 for On-Site grinding services and chip removal for McKeever Road Project; and
        3) Bid #08-072 for new water tanks mounted on County Vehicles.
    B. Take all appropriate action on request for price increase by Agro Distribution pursuant to Bid #08-012 for weed, brush and insect control material, as provided for in the bid.
    C. Take all appropriate action to approve purchase of computer equipment for Project Rawhide utilizing the US Communities Contract #RQ03-605674-16A and Department of Information Resources (DIR) Contract #DIR-SDD-223 in an amount not to exceed $155,000. (Fund: Project Rawhide)

28. Approve Bills.

29. Authorize County Auditor to pay and release time sensitive bills on June 19, 2008, to be ratified by Commissioners Court on June 24, 2008.

30. COMMISSIONER, PCT. 1: Workshop to receive Annual Report for Fiscal Year ending December 31, 2007, for Tax Increment Reinvestment Zone No. 2, City of Pearland, Texas (Shadow Creek Ranch).

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

        Fort Bend County v. Burlington Northern and Santa Fe Railway Company; Cause No. 17181.
    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: County Engineer.

32. Reconvene Open Session and consider taking action on the following matters:
    A. § 551.071. Consultation With Attorney.
       Fort Bend County v. Burlington Northern and Santa Fe Railway Company; Cause No. 17181.
    B. § 551.074. Personnel Matters.
       Executive Manager Annual Evaluation: County Engineer.

33. Adjournment.

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

FILED FOR RECORD
NO. ____ TIME 2:17 A.M. P.M.
JUN 0 6 2008
County Clerk Fort Bend Co. Tex.

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, June 6, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

NOTICE

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

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 10th day of June, 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 24th day of June, 2008.**

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 10th DAY of JUNE, 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 1:00 p.m.

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

   Invocation and Pledge of Allegiance by Commissioner Meyers.

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

   Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on June 3, 2008.

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

4. **Announcements and Public Comments.**

   Abel Gonzales, representing Twinwood, is against item 23B.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing and take all appropriate action on the following matter:**
Approve replat of Landmark of Sugarland Apartments, Sec 2, being a partial replat of Landmark of Sugarland Apartments, Pct. 4.

Public hearing held.

Manette Tegethoff, Vice President of Chelsea Harbor HOA and William Lee, President of Chelsea Harbor HOA, are against these apartments and the replat due to health and safety issues.

Austin Barcelou, attorney representing Chelsea Harbor, requests delay of action on replat for impact study.

Jesse Hegemier, County Engineer, responded to questions from members of the court.

Pass until June 24 for further study.

CONSENT AGENDA ITEMS 6 - 19:

6. **OUT-OF-STATE TRAVEL:**

   A. **Enter into record the out-of-state travel of elected official:**
   County Clerk: Change in travel dates for Dianne Wilson to Portland, Oregon, September 3-6, 2008, to attend Association for Title Information Management (ATIM) Annual Conference. (Fund: County Clerk, Travel)

   B. **Approve out-of-state travel requests for County personnel:**
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    - **S. Approve the plat for Sienna Ranch Road North - Phase 3 Street Dedication, Pct.**
    - **T. Approve the plat for Sienna Springs Boulevard West Street Dedication, Pct. 2.**
    - **U. Approve the plat for Tolebi Station Subdivision, Pct. 3.**

Item 11 continued – Engineering:

V. **Set public hearing for acceptance of the Traffic/Safety Study for New Territory subdivision at Walston Bend Drive at the Easton Lake Playground for the installation of no parking signs, Pct. 4.** ***(Tuesday, July 8, 2008, at 1:00 p.m.)***

W. **Set public hearing for Residences at Cinco Ranch Apartments being a partial replat of Restricted Reserve "A" Cinco Station, Pct. 3.** ***(Tuesday, July 22, 2008, at 1:00 p.m.)***

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B. **Approve payment of Invoice No. 43572 in the amount of $14,509.75 to Paradigm Consultants for services provided regarding the Jail Expansion Project. (Fund: Facility Bond Project)**

C. **Approve Pay Application No. 07-00200008 in the amount of $383,003.90 to Bass Construction Company for work done on the Precinct One Facility. (Fund: Facility Bond Project)**

D. **Approve payment of Invoice No. 05-8056 in the amount of $3,175.00 to Brown & Gay Engineers, Inc. for professional services regarding the Library at University of Houston Sugar Land. (Fund: Facility Bond Project)**

E. **Approve Pay Application No. 9 in the amount of $3,632,074.88 to Turner Construction for work done on the Jail Expansion Project. (Fund: Facility Bond Project)**

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14. HEALTH & HUMAN SERVICES

A. **Approve and sign Contract Revision Request to Department of State Health Services for Budget/Program Adjustment regarding the Tobacco Prevention and Control Coalition Program, Contract No. 2008-025615.**

B. **Social Services: Approve transfer in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**

15. LAW LIBRARY: **Approve transfer in the amount of $3,145 as detailed on County Librarian's form dated May 28, 2008, to allocate additional funds needed for carpet purchase and installation and for mail center operating supplies.**

16. LIBRARY: **Approve transfer in the amount of $4,200 from Information Technology into Property and Equipment to allocate funds into correct line item for purchase of appliance rack.**

17. **PUBLIC TRANSPORTATION: Approve and authorize County Judge to sign and Transportation Director to submit Revised FY 09 Grant Application Part I to the State of Texas for funds to be received from the Texas Department of Transportation in FY 09 for the Rural Transportation Program.**

18. **PURCHASING: Authorize advertising for Bids or RFPs for the following:**
    - **A. Printing and mailing of public awareness information card;**
    - **B. Designing and screening of public awareness advertisement in movie theaters;**
    - **C. Opening day collections for Sienna Branch Library.**

19. **ROAD & BRIDGE: Approve transfer in the amount of $12,000 from Fees into Capital Acquisitions to allocate additional funds for purchase of water tanks, and to replace ice machine at the Beechnut Office.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 – 11K and 11P – 19.

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

Pass on consent agenda items 11 L-O.

20. **COUNTY JUDGE:**

A. **Take all appropriate action on Cost Sharing Agreement between Fort Bend County and Fort Bend County Levee Improvement District Nos. 6, 15, 17, 19, and 20 for Regional Floodplain Analysis.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Cost Sharing Agreement between Fort Bend County and Fort Bend County Levee Improvement District Nos. 6, 15, 17, 19, and 20 for Regional Floodplain Analysis at no cost to the County and subject to approval by the County Attorney.

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

B. **Take all appropriate action on Professional Services Agreement between Fort Bend County and Michael Baker, Jr. Inc. for engineering services in an amount not to exceed $75,000 for regional floodplain analysis. (Fund: (Non-Departmental Fees)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Professional Services Agreement between Fort Bend County and Michael Baker, Jr. Inc. for engineering services in an amount not to exceed $75,000 for regional floodplain analysis and subject to approval of County Attorney. (Fund: Non-Departmental Fees)

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

Item 20 continued – County Judge:

C. **Take all appropriate action on assignment of the Tax Abatement Agreement between Fort Bend County and Jaffe of Pompano, Inc. to S.L.G.D. of Texas, LLC.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve assignment of the Tax Abatement Agreement between Fort Bend County and Jaffe of Pompano, Inc. to S.L.G.D. of Texas, LLC.

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

21. **COMMISSIONER, PCT. 3: Take all appropriate action on request by O. S. Carlton IV to waive penalty and interest, including attorney fees, totaling $412.36 on property taxes for tax year 2006, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request by O. S. Carlton IV to waive penalty and interest, including attorney fees, totaling $412.36 on property taxes for tax year 2006, Precinct 3.

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

Note: Waiver approved due to further review and errors found.

22. **CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $3,102 from Non-Departmental Contingency into Constable Pct. 3, Property and Equipment, to allocate funds for goods that were purchased in FY 2007, but not received until FY 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $3,102 from Non-Departmental Contingency into Constable Pct. 3, Property and Equipment, to allocate funds for goods that were purchased in FY 2007, but not received until FY 2008.

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

23. **ENGINEERING:**

A. **Take all appropriate action on Change Order No. 5 to increase by $92,790.11 the Agreement with Triple B Services, L.L.C. for additional services regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #15, Precinct 2. (Fund: Mobility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Change Order No. 5 to increase by $92,790.11 the Agreement with Triple B Services, L.L.C. for additional services regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #15, Precinct 2. (Fund: Mobility Bond Project)

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

B. **Take all appropriate action on request by Willie C. Haisler, Jr. for a variance to the Fort Bend County Regulations of Subdivision, Section 2.21 I, to allow (3) three 5.00 ± acre tracts, to be divided out of a called 21.8219 acre tract, situated in the Noel F. Roberts League, Abstract No. 79, recorded in official Fort Bend County Probate records PB14802 and described in Vol. 1281, Page 67 Deed Records, Fort Bend County, Texas, Pct. 3.**

Pass.

C. **Take all appropriate action on Donation Deed for Katy-Gaston Road right of way, being 0.1323 acres of land from Christ Church, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to accept Donation Deed for Katy-Gaston Road right of way, being 0.1323 acres of land from Christ Church, Precinct 3.

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

D. **Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Stafford regarding road improvements, including Brand Lane between Ludwig Lane and US 90A, Mobility Bond Project #718, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and City of Stafford regarding road improvements, including Brand Lane between Ludwig Lane and US 90A, Mobility Bond Project #718, Precinct 2.

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

Item 23 continued – Engineering:

E. **Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc. regarding Project #718 and Project #769 (Brand Lane) for an amount not to exceed $650,000; Precinct 2. (Fund: Mobility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc. regarding Project #718 and Project #769 (Brand Lane) for an amount not to exceed $650,000; Precinct 2. (Fund: Mobility Bond Project)

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

F. **Ratify application to Houston-Galveston Area Council for Solid Waste Grants for FY 2009 for the following programs: Education and Training; Source Reduction and Recycling; and Household Hazardous Waste Management, with in-kind matches provided by Fort Bend County.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to ratify application to Houston-Galveston Area Council for Solid Waste Grants for FY 2009 for the following programs: Education and Training; Source Reduction and Recycling; and Household Hazardous Waste Management, with in-kind matches provided by Fort Bend County.

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

G. **Take all appropriate action on request for variance to the building set back line requirement, (Section 5.12 C of the Fort Bend County Regulations of Subdivisions), for Sienna Village of Anderson Springs, Section 23, on behalf of Sienna/Johnson North, L.P., Pct. 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve variance to the building set back line requirement, (Section 5.12 C of the Fort Bend County Regulations of Subdivisions), for Sienna Village of Anderson Springs, Section 23, on behalf of Sienna/Johnson North, L.P., Pct. 2.

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

Item 23 continued – Engineering:

H. **Take all appropriate action on plat for the roads within Sienna Village of Anderson Springs, Section 23, Pct. 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve plat for the roads within Sienna Village of Anderson Springs, Section 23, Pct. 2.

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

I. **Take all appropriate action on plat for the lots within Sienna Village of Anderson Springs, Section 23, Pct. 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve plat for the lots within Sienna Village of Anderson Springs, Section 23, Pct. 2.

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

24. **HEALTH & HUMAN SERVICES – ENVIRONMENTAL HEALTH: Take all appropriate action to adopt the Fort Bend County Junked Vehicle Abatement Procedures effective September 1, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt the Fort Bend County Junked Vehicle Abatement Procedures effective September 1, 2008.

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

25. **HUMAN RESOURCES: Take all appropriate action to accept the appointment of John Oldham as Elections Administrator per Order of Appointment by the Elections Commission, and approve setting the salary at Grade 15, Step 2 of the Professional/Management Policy Group effective July 2, 2008, and further authorize $5,000 moving expense in accordance with direction by the Elections Commission.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to accept the appointment of John Oldham as Elections Administrator per Order of Appointment by the Elections Commission, and approve setting the salary at Grade 15, Step 2 of the Professional/Management Policy Group effective July 2, 2008, and further authorize $5,000 moving expense in accordance with direction by the Elections Commission.

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

Judge Hebert welcomed John Oldham as Elections Administrator.

26. **PARKS DEPARTMENT: Take all appropriate action on Interlocal Agreement between Fort Bend County and Wharton County Junior College for use of designated area at the Fort Bend County Fairgrounds for truck driving instruction effective through December 31, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and Wharton County Junior College for use of designated area at the Fort Bend County Fairgrounds for truck driving instruction effective through December 31, 2008 and subject to review by County Attorney.

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

27. **PURCHASING:**

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

1) **RFP #08-061 and RFP #08-067 for Investment Broker/Dealers;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve list as submitted for RFP #08-061 and RFP #08-067 for Investment Broker/Dealers.

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

The following Broker/Dealers were approved – Amegy Bank, Banc of America Securities LLC, Coastal Securities Inc., First Southwest Company, Frost Bank Capital Market Division, Great Pacific Securities, Morgan Keegan & Company Inc., Rice Financial Products Company, Raymond James & Associates Inc., Stone & Youngberg LLC, Vining Sparks IBG LP and Wells Fargo Institutional Brokerage & Sales.

2) **Bid #08-071 for On-Site grinding services and chip removal for McKeever Road Project;**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to award Bid #08-071 for On-Site grinding services and chip removal for McKeever Road Project to Novus Wood Group of Houston for $24,675.00.

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

3) **Bid #08-072 for new water tanks mounted on County Vehicles.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to award Bid #08-072 for new water tanks mounted on County Vehicles to Klein Products Inc. for two tanks for Road and Bridge at $27,158.49 each.

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

Item 27 continued – Purchasing:

B. **Take all appropriate action on request for price increase by Agro Distribution pursuant to Bid #08-012 for weed, brush and insect control material, as provided for in the bid.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve a 15% price increase by Agro Distribution pursuant to Bid #08-012 for weed, brush and insect control material, as provided for in the bid.

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

C. **Take all appropriate action to approve purchase of computer equipment for Project Rawhide utilizing the US Communities Contract #RQ03-605674-16A and Department of Information Resources (DIR) Contract #DIR-SDD-223 in an amount not to exceed $155,000. (Fund: Project Rawhide)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve purchase of computer equipment for Project Rawhide utilizing the US Communities Contract #RQ03-605674-16A and Department of Information Resources (DIR) Contract #DIR-SDD-223 in an amount not to exceed $155,000. (Fund: Project Rawhide)

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

28. **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 $7,897,351.32.

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

29. **Authorize County Auditor to pay and release time sensitive bills on June 19, 2008, to be ratified by Commissioners Court on June 24, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize County Auditor to pay and release time sensitive bills on June 19, 2008, to be ratified by Commissioners Court on June 24, 2008.

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

30. **COMMISSIONER, PCT. 1: Workshop to receive Annual Report for Fiscal Year ending December 31, 2007, for Tax Increment Reinvestment Zone No. 2, City of Pearland, Texas (Shadow Creek Ranch).**

Sue Darcy, Administrator for the Zone, highlighted the growth during 2007. This is the 10th year for the Zone.

Recess:

Recessed at 1:40 p.m.

31. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
    A. **§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**
        Fort Bend County v. Burlington Northern and Santa Fe Railway Company; Cause No. 17181.
    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: County Engineer.

Closed Session:

Convened at 1:55 p.m.
Adjourned at 2:26 p.m.

Reconvene:

Reconvened at 2:29 p.m.

32. **Reconvene Open Session and consider taking action on the following matters:**
    A. **§ 551.071. Consultation With Attorney.**
        Fort Bend County v. Burlington Northern and Santa Fe Railway Company; Cause No. 17181.

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize County Attorney to incur the unused portion of funds previously authorized as litigation expenses in Cause No. 17181 in the County Court at Law No. 3 and Fort Bend County's attorney in charge in Federal Civil Action No. H-98-0653 is hereby authorized to file any and all claims, counterclaims or third party claims to seek declaratory and injunctive relief to which the County may be entitled.

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

    B. **§ 551.074. Personnel Matters.**
        Executive Manager Annual Evaluation: County Engineer.

Annual review conducted.

33. **Adjournment.**

Commissioners Court adjourned at 2:30 p.m. on Tuesday, June 10, 2008.

FORT BEND COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out ALL blanks. PLEASE PRINT

Name: Twinwood — Abel C. Gonzales

Home Address: P.O. Box 649, Simonton, TX 77476

Home Telephone: 979-478-7162

Place of Employment: Fire

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

Twinwood (M.U.D.), Inc.

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

#23 B

Public Comments No. 4

IN GENERAL, ARE YOU: FOR [ ] AGAINST [X] 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: [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.

FORT BEND COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

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

Name: MANETTE TEGETHOFF

Home Address: 14215 MARINA BAY LANE

Home Telephone: 281-491-5338

Place of Employment: RETIRED

Please provide the name address and phone number of any group or organization you represent, if applicable. REPRESENTING MYSELF + VICE PRESIDENT HOA CHELSEA HARBOUR SAME AS ABOVE

Which agenda item(s) do you wish to address? #5 PARTIAL REPLAT OF LANDMARK OF SUGARLAND APTS SECTION 2

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: Manette Tegethoff

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.

FORT BEND COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

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

Name: William Lee

Home Address: 14242 Ingham Court, Sugar Land, Tx 7747

Home Telephone: 713-899-8888

Place of Employment: Telea Integration

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

Chelsea Harbour HOA

Which agenda item(s) do you wish to address? #5

Landmark Apt. replat

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.

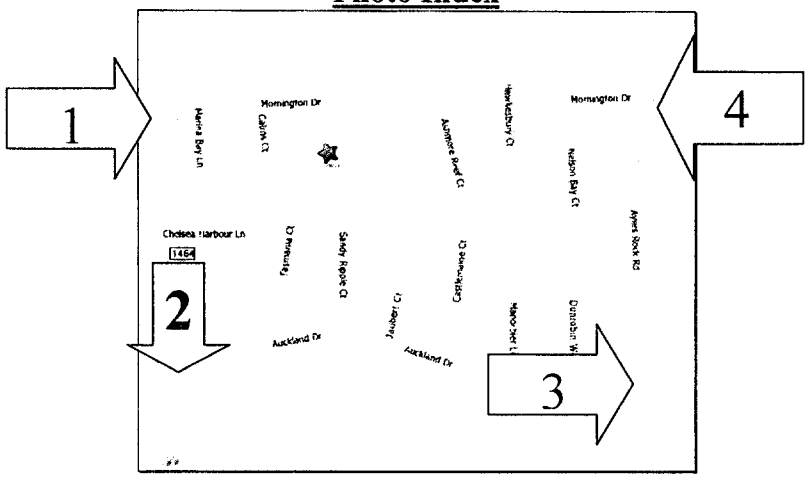
Signature: William Lee

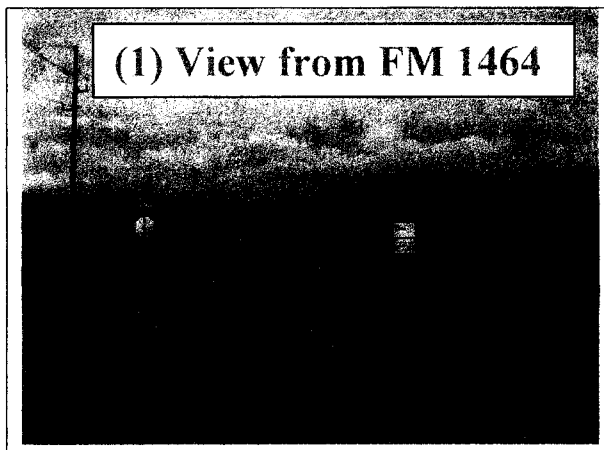
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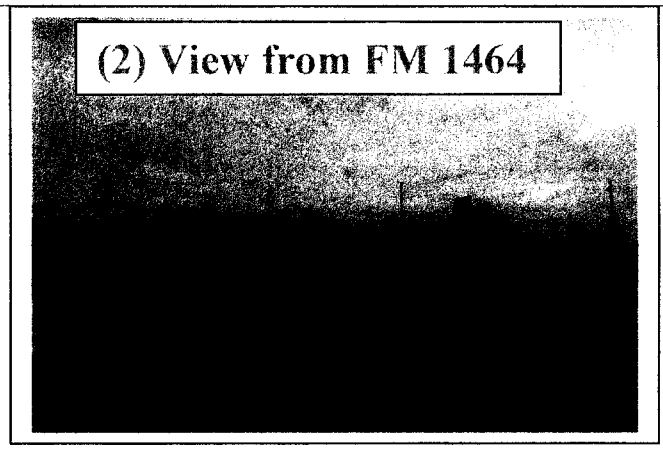
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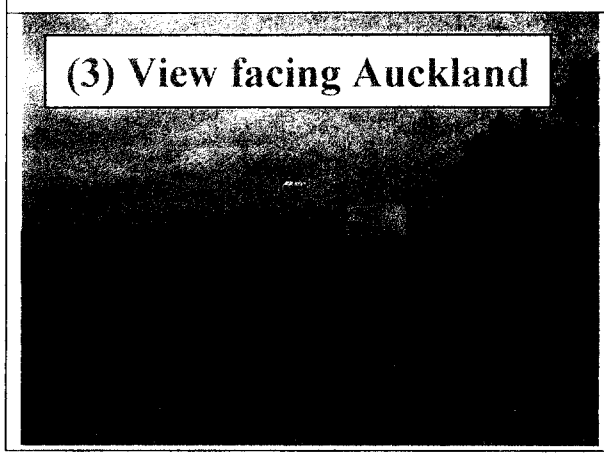
Chelsea Harbour Subdivision

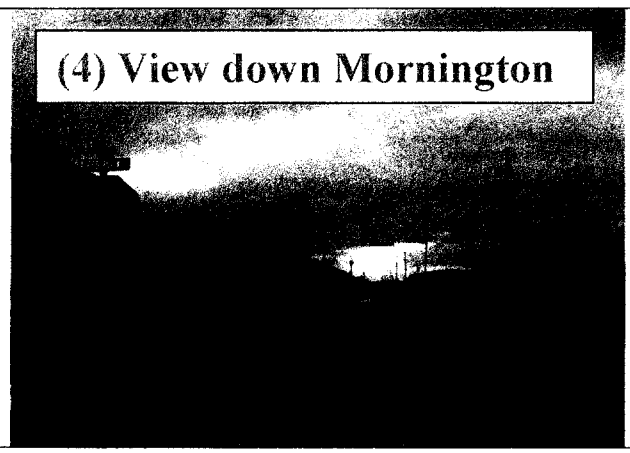
Photo Index











FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

6A

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

Date Submitted:	**6/4**	**Submitted By: DIANNE WILSON**	
		Department:	
Court Agenda Date:	**6/10**	**Phone Number: 8686**	

SUMMARY OF ITEM: REVISE DATE FOR DIANNE WILSON TO ATTEND ATIM CONFERENCE IN PORTLAND OREGON – CORRECT DATE IS SEPT 3-6

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: 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:

THE WRONG TRAVEL DATE WAS REQUESTED AND APPROVED ON JUNE 3. NEED TO REVISE THE TRAVEL DATES.

Special Handling Requested (specify):

(6B 1)

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

Date Submitted: 6/03/08
Submitted By: Jeff D. Braun
Department: Office of Emergency Management
Court Agenda Date: 6/10/08
Phone Number: 281-342-6185

SUMMARY OF ITEM: Request approval of out of state travel for Janette Walker to attend the International Association of Emergency Managers (IAEM) 2008 Annual Conference November 15-20, 2008 in Overland Park, Kansas.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: 63200 Account Number: 100580100
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.
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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):Approve out of state travel for Janette Walker to attend the International Association of Emergency Managers (IAEM) 2008 Annual Conference November 15-20, 2008 in Overland Park, Kansas.

AGENDA ITEM

(6B2)

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

Date Submitted: 06/02/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve out of State Travel to San Diego, California, from August 3rd to August 9th, 2008 for Richard Dela Mater to attend the 28th Annual ESRI International User's Conference. (Fund: Engineering, Travel)

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:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2008 ESRI International User Conference

My Planner for Richard Dela Mater

Monday, August 4

Start Time	End Time	Session Title	Room
8:30AM	10:00AM	Plenary Session	Exhibit Hall F/G/H
10:30AM	12:00PM	Plenary Session	Exhibit Hall F/G/H
2:00PM	3:30PM	Plenary Session	Exhibit Hall F/G/H
4:00PM	8:30PM	Map Gallery	Ballroom 20 Lobby,Sail Area

Tuesday, August 5

Start Time	End Time	Session Title	Room
8:30AM	9:45AM	The Role of GIS in the Homeland Security Data Fusion Center	28 D
10:15AM	11:30AM	What's Coming in ArcGIS 9.4?	6 A
1:30PM	2:45PM	Planning: A Project Management Perspective	14 B
3:15PM	4:30PM	Image Management	14 A
3:15PM	4:30PM	Network Analyst - An Introduction	9
5:30PM	7:00PM	South Central Arc User Group Meeting	15 B

Wednesday, August 6

Start Time	End Time	Session Title	Room
8:30AM	9:45AM	ArcGIS Server Image Services and Image Server: An Introduction	6 D
10:15AM	11:30AM	Using the ArcGIS Server Image Server Extension	6 D
1:30PM	2:45PM	Concepts of Geographic Analysis	6 A
3:15PM	4:30PM	Growing and Sustaining Enterprise GIS for Local Government	28 D

Thursday, August 7

Start Time	End Time	Session Title	Room
8:30AM	9:45AM	Basic Principles of Cartographic Design	2
10:15AM	11:30AM	ArcGIS Server Administration, Configuration, Tuning, and Optimization	Marina - Salon F

1:30PM	2:45PM	What's New in ArcGIS Server 9.3?	6 B
3:15PM	4:30PM	ArcSDE Configuration, Direct Connect, and Upgrade Strategies	14 B
5:00PM	11:00PM	Thursday Night Celebration	Embarcadero Park North

Friday, August 8

Start Time	End Time	Session Title	Room
9:00AM	10:15AM	Working with ArcMap - Tips and Tricks	2
10:30AM	12:00PM	Closing Session	Exhibit Hall A

AGENDA ITEM

6B3)

2) Out of State Travel
Kay Steinkamp to Fairfax, VA, July 21-24, 2008, to attend the FTA National Transit Database 2008 New to NTD In-House Training.

NTD New Reporter Training
Fairfax Virginia

Day 1

9:00	NTD Introduction and Welcome	Kathy Zaleski
9:05	FTA Introduction and Welcome	Gary DeLorme
11:00	Internet Reporting	Joanne Payne
11:15	Basic Information Module Identification form (B-10) Contacts form (B-20) Contractual Relationship form (B-30)	Joanne Payne
11:30	Operating Expenses form (F-30) for Purchased Transportation mode	Joanne Payne
11:40	Declarations	Stephanie O'Hara
12:00	Lunch	
1:00	Financial Module Sources of Funds form (F-10) Uses of Capital form (F-20) Operating Expenses form (F-30) for Directly Operated mode Operating Expenses Summary form (F-40) Operators' Wages form (F-50)	Stephanie O'Hara / Monica Ayeni
4:00	End of Day (optional question and answer time with NTD staff)	Jennifer Whitehouse Stephanie O'Hara Ingrid Zegada-Frias Mohammad Zeeshan

Day 2

8:00	(optional question and answer time with NTD staff)	Jane Bailey Joanne Payne Yulissa Rojas-Smith Monica Ayeni
9:00	FTA Welcome	Gary DeLorme
9:05	Service form (S-10) Passenger Mile Sampling	Jane Bailey Sergio Maia
11:20	Monthly Ridership Module	Mehrnaz O-Hosseini
11:45	Safety and Security Module	Megan Wilcox
12:00	Lunch	
1:00	Fixed Guideway Segments form (S-20)	Jennifer Whitehouse
1:15	Transit Way Mileage form (A-20)	Jennifer Whitehouse
1:30	Asset Module Stations and Maintenance Facilities form (A-10) Revenue Vehicle Inventory form (A-30)	Yulissa Rojas-Smith
2:00	Resource Module Employees form (R-10) Maintenance Performance form (R-20) Energy Consumption form (R-30)	Joanne Payne
2:30	Federal Funding Allocation form (FFA-10)	Jennifer Whitehouse
3:00	Addressing Issues and Submitting Report	Jennifer Whitehouse
3:30	Closing Remarks	Kathy Zaleski
3:40	End of Day (optional question and answer time with NTD staff)	Jennifer Whitehouse Stephanie O'Hara Ingrid Zegada-Frias Mohammad Zeeshan

7A 70

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Non-Departmental** Dept. #: **100409100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	**100409100-63000**	75,000
	TOTAL TRANSFERRED TO:	**$ 75,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Reimbursements (increase)	**100409100-54250**	$ 75,000
	TOTAL TRANSFERRED FROM:	**$ 75,000** ✓

EXPLANATION: To amend the budget pursuant to LGC 111.0706 for funds received from various LIDs for preparation of Flood Plain documents.

Department Head: signed by Robert Ed Sturdivant Date: 6/4/08

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

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

7B

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

On this the 10 day of June 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
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The following proceedings were had, to-writ,

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

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The following transfers to said budget are hereby authorized:

Department Name: **Courthouse Security** Dept. #: **295400102**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
IT	65000	$ 4,741
	TOTAL TRANSFERRED TO:	**$ 4,741**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property	64000	$ 4,741
	TOTAL TRANSFERRED FROM:	**$ 4,741** ✓

EXPLANATION:
To fund two wireless keyboards, 3 license for blackberry, and 2 laptops

Department Head: Robert E Hebert Date: 10-Jun-08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

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

Form BO1
Revised 10/2005

AGENDA ITEM

8

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

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Date Submitted: 6/2/2008 **Submitted By:** Rose Askew
Department: Commissioner Pct. 1
Court Date: 6/10/2008 **Telephone:** 281 344-9400

SUMMARY OF ITEM:

Approve the reappointment of Stephen McDowell to Position No. 5 representing Fort Bend County on the Board of Trustees for Texana Mental Health Mental Retardation Center for a two-year term commencing September 1, 2008.

Renewal Agreement/Appointment: YES ☒ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

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

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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☐ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
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☐ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☐ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:
Special Handling:_____

AS PER ORIGINAL

texana
Care | Support | Education

GEORGE PATTERSON
Chief Executive Officer

May 27, 2008

The Honorable Robert Hebert and Fort Bend County Commissioner's Court
P. O. Box 368
Richmond, Texas 77469

Dear Judge Hebert and Fort Bend County Commissioner's Court:

SUBJECT: Position #5 Representing Fort Bend County
Texana Center Board of Trustees

Position #5 on the Texana Center Board of Trustees representing Fort Bend County is currently being filled by Stephen McDowell. The term expires on August 31, 2008.

The Commissioner's Court has the prerogative of reappointing Mr. McDowell to a two-year term should he consent to serve or replacing him. Board Bylaws state that a member whose term expires serves until replaced.

Please place this item on the Agenda of the Commissioner's Court as soon as possible for consideration of reappointment or replacement and provide documentation of the decision of the Court to Dianne Wilson, Board Chair, 301 Jackson, Richmond, Texas 77469.

Yours truly,

Dianne Wilson
Board Chair

cc: Stephen McDowell, Board Member, Position #5
George Patterson, Chief Executive Officer

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **240th District Court** Dept. #: **4351A**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Temporary Part-time	100435100-61100	2,300
	TOTAL TRANSFERRED TO:	**$ 2,300**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	100435100-63000	$ 2,300
	TOTAL TRANSFERRED FROM:	**$ 2,300** ✓

EXPLANATION: Funds needed for part-time assistance while coordinator is at training.

Department Head: [signature] Date: 5/30/08

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

THE COUNTY OF FORT BEND

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

Form BO1
Revised 10/2005

10

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

On this the **10th** day of **June** 2008 , the Commissioners' Court, with the following members being present:

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Tom Stavinoha	-	Commissioner Precinct #1
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The following proceedings were had, to-writ,

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The following transfers to said budget are hereby authorized:

Department Name: **County Clerk** Dept. #: **4031A**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	100403100 - 63000	$8,625.00
	TOTAL TRANSFERRED TO:	**$8,625.00**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Salaries	100403100 - 61000	$8,625.00
	TOTAL TRANSFERRED FROM:	**$8,625.00** ✓

EXPLANATION: Hire ExecuTeam Temp for 17 weeks while full time employee is on FMLA - LWOP.

Department Head: [signature] Date: 6/2/08

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

THE COUNTY OF FORT BEND

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

Form BO1
Revised 10/2005

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

Date Submitted: 06/02/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 3 (Pay Estimate No. 3) in the amount of $63,892.32 to Cobb Fendley & Associates, Inc. regarding the widening of Greenbusch/Westheimer Parkway (IH10 to SH99), Mobility Bond Project #732, Precinct 3. (Fund: Mobility, Construction in Progress) Lawson P.O.#12047

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:
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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AS PER ORIGINAL

Cobb Fendley & Associates

Cobb, Fendley & Associates, Inc.
Greenbusch/Westheimer Parkway: IH 10 To SH 99
Fort Bend County
Project 732/P.O. # 12047
Invoice for Work Authorization #1
Invoice Period: April 19, 2008 To May 16, 2008

Task

01 Project Administration	$	2,355.23
02 Topographic Surveys	$	39,900.00
03 Utility Coordination	$	0.00
04 Drainage Study	$	3,156.86
05 Drainage Study – Expenses	$	252.00
07 PER	$	0.00
09 Project Management PER	$	4,776.24
10 Project Management TEDSI	$	2,983.82
11 PM – TEDSI – Expenses	$	248.00
12 PER – TEDSI	$	9,992.17
13 PER – TEDSI – Expenses	$	228.00

SUBTOTAL $ 63,892.32

TOTAL INVOICE AMOUNT DUE $ 63,892.32

This invoice is true and unpaid.

By: Floyd O. Kemp

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

Fed EIN: 17460019692061

Progress Report # 3
Cobb, Fendley & Associates, Inc.

AS PER ORIGINAL

Greenbusch/Westheimer Parkway: IH 10 To SH 99
Fort Bend County
Project 732
Services from April 19, 2008 To May 16, 2008

TASK 1 – Project Administration

1. Items Worked on during invoice period
   - Project Coordination with SPI, TEDSI, PAS, Terracon, CP&Y, & Huitt-Zollars.
   - Status Meeting with Program Manager to discuss project
   - Meeting with Commissioner's Meyer & Patterson to prepare for Commissioners Court Presentation.
   - Commissioners Court Presentation.
2. Planned / Upcoming Work:
   - Continue project Coordination with Program manager, Subconsultants, other consultants & miscellaneous administration.
   - Submit draft PER
3. Difficulties / Delays
   - None
4. Action needed
   - Review of Traffic Study
   - Review and approve Work Authorizations 2 & 3

TASK 2 – Topographic Survey

1. Items Worked on during invoice period
   - Continued survey for entire project.
   - Performed survey for drainage ditches.
2. Planned / Upcoming Work:
   - N/A Surveying Services complete.
3. Difficulties / Delays
   - None.
4. Action needed
   - N/A

TASK 3 – Utility Coordination

1. Items Worked on during invoice period
   - No work performed
2. Planned / Upcoming Work:
   - Task Completed
3. Difficulties / Delays
   - None
4. Action needed
   - Nothing currently.

TASK 4 – Drainage Study

1. Items Worked on during invoice period
   - Developed storm sewer deign for entire project.
   - Developing cost estimate for drainage elements for projects 1 and 2.
2. Planned / Upcoming Work:
   - None.
3. Difficulties / Delays

AS PER ORIGINAL

- None

4. Action needed
   - Approve Mitigation Study proposal.

TASK 5 – Drainage Study - Expenses

1. Items Worked on during invoice period
   - Nothing performed this time period
2. Planned / Upcoming Work:
   - Nothing planned
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 7 – Preliminary Engineering Report

1. Items Worked on during invoice period
   - Develop PER document.

2. Planned / Upcoming Work:
   - Submit Draft PER.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 10 – Project Management TEDSI

1. Items Worked on during invoice period
   - Coordinated with prime consultant.
   - Perform overall project management.
2. Planned / Upcoming Work:
   - Continue coordination with prime consultant.
   - Continue overall project management for traffic related tasks.
3. Difficulties / Delays
   - None
4. Action needed
   - Nothing currently.

TASK 11 – Project Management TEDSI - Expenses

1. Items Worked on during invoice period
   - Traffic Studies.
2. Planned / Upcoming Work:
   - Finalize Traffic Study.
3. Difficulties / Delays
   - None
4. Action needed
   - Awaiting comments from SPI.

AS PER ORIGINAL

TASK 12 – Preliminary Engineering Report - TEDSI

1. Items Worked on during invoice period
   - Coordinated with Prime on electronic files for project.
   - Completed Field investigation.
   - Completed traffic counts and finalized draft traffic signal warrant study.
   - Continued work on TCP narrative.
2. Planned / Upcoming Work:
   - Complete TCP narrative.
3. Difficulties / Delays
   - None
4. Action needed
   - Waiting on project design schedule.

TASK 13 – Preliminary Engineering Report – TEDSI - Expenses

1. Items Worked on during invoice period
   - See Task 12.
2. Planned / Upcoming Work:
   - See Task 12.
3. Difficulties / Delays
   - None
4. Action needed
   - Nothing currently.

April 18, 2008

GREENBUSCH/WESTHEIMER PARKWAY: IH - 10 to SH 99
Project 732/P.O. # 12047
COBB, FENDLEY & ASSOCIATES, INC
INVOICE FOR THE PERIOD APRIL 19, 2008 THROUGH MAYL 16, 2008
INVOICE NUMBER 3

TASK DESCRIPTION	COBB FENDLEY & ASSOCIATES, INC				TEDSI INFRASTRUCTURE				TERRACON CONSULTANTS				TOTAL			
	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED
ALTERNATIVES ANALYSIS																
PROJECT ADMINISTRATION	9,420.95	50.00%	75.00%	7,065.71	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	9,420.95	50.00%	75.00%	7,065.71
TOPOGRAPHIC SURVEY	114,000.00	65.00%	100.00%	114,000.00	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	114,000.00	65.00%	100.00%	114,000.00
UTILITY COORDINATION	5,091.34	100.00%	100.00%	5,091.34	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	5,091.34	100.00%	100.00%	5,091.34
DRAINAGE STUDY	15,784.31	60.00%	80.00%	12,627.45	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	15,784.31	60.00%	80.00%	12,627.45
DRAINAGE STUDY EXPENSES	360.00	10.00%	80.00%	288.00	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	360.00	10.00%	80.00%	288.00
GEOTECHNICAL - TERRACON	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	26450.00	0.00%	0.00%	0.00	26,450.00	0.00%	0.00%	0.00
PRELIMINARY ENGINEERING REPORT	29,077.15	54.00%	54.00%	15,701.66	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	29,077.15	54.00%	54.00%	15,701.66
PRELIMINARY ENGINEERING REPORT - EXPENSES	760.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	760.00	0.00%	0.00%	0.00
PROJECT MANAGEMENT PER	11,940.60	10.00%	50.00%	5,970.30	0.00	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	11,940.60	10.00%	50.00%	5,970.30
PROJECT MANAGEMENT - TEDSI	0.00	0.00%	0.00%	0.00	7,459.56	10.00%	50.00%	3,729.78	0.00	0.00%	0.00%	0.00	7,459.56	10.00%	50.00%	3,729.78
PROJECT MANAGEMENT - EXPENSES - TEDSI	0.00	0.00%	0.00%	0.00	620.00	10.00%	50.00%	310.00	0.00	0.00%	0.00%	0.00	620.00	10.00%	50.00%	310.00
PRELIMINARY ENGINEERING REPORT - TEDSI	0.00	0.00%	0.00%	0.00	33,307.22	30.00%	60.00%	19,984.33	0.00	0.00%	0.00%	0.00	33,307.22	30.00%	60.00%	19,984.33
PRELIMINARY ENGINEERING REPORT - TEDSI - EXPENSES	0.00	0.00%	0.00%	0.00	760.00	30.00%	60.00%	456.00	0.00	0.00%	0.00%	0.00	760.00	30.00%	60.00%	456.00
PROJECT TOTAL	**186,434.35**	**59.17%**	**86.22%**	**160,744.46**	**42,146.78**	**26.17%**	**58.08%**	**24,480.12**	**26,450.00**	**0.00%**	**0.00%**	**0.00**	**255,031**	**47.58%**	**72.63%**	**185,224.57**
LESS PREVIOUSLY INVOICED																**121,332.25**
AMOUNT DUE THIS INVOICE																**63,892.32**

AS PER ORIGINAL

11 B

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

Date Submitted: 06/02/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 508118 (Pay Estimate No. 2) in the amount of $20,108.00 to Klotz Associates regarding the expansion of Harlem Road (from SH99 to Beechnut), Mobility Bond Project #727, Precincts 3&4. (Fund: Mobility: Construction in Progress) Lawson P.O.#13291

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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☒	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):

AS PER ORIGINAL

klotz associates

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

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

Date: May 30, 2008
Project No: 0262.015.000
Invoice No: 508118

INVOICE

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

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Lump Sum Fee	$157,300.00	16.00	$25,168.00	$5,060.00	$20,108.00
	$157,300.00		$25,168.00	$5,060.00	$20,108.00
				Total Due this Invoice	**$20,108.00**

AS PER ORIGINAL

klotz associates

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

Monthly Progress Report

For Period through May 15, 2008

Fort Bend County Mobility Program

Project: Harlem Road - from SH 99 to Beechnut
FBC Project No. 727
PO# 13291
Work Authorization No. 1

Date: May 22, 2008

Progress Report No.: 2

Klotz Associates Project No.: 0262.015.000

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

Description of Project:
Work Authorization No. 1 - Alignment Study and Report for Harlem Road from SH 99 to Beechnut.

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

1. Fort Bend Co. Commissioners' Court Approval of Contract on 02-12-08.
2. Work Authorization No. 1 executed by FBC Engineering on 04-10-08.
3. NTP effective with SPI letter dated 04-14-08.
4. Surveyor continues additional survey.
5. Continue Alignment Study and continue review of existing project information.

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

	Contract Amount	% Complete	Previous Invoice	Current invoice
Contract WA #1	$ 157,300.00	16.00%	$5,060.00	**$ 20,108.00**

Action required from Project Manager / Fort Bend County:
None

Overall schedule/milestones, upcoming meeting dates, upcoming deadlines, etc.:
See attached updated project schedule.

30 day plan:

1. Surveyor to complete additional survey for study.
2. Continue Alignment Study and complete review of existing project information.
3. Coordinate requested update of FBCDD Drainage Impact Study by FBCDD with SPI and FBCDD.

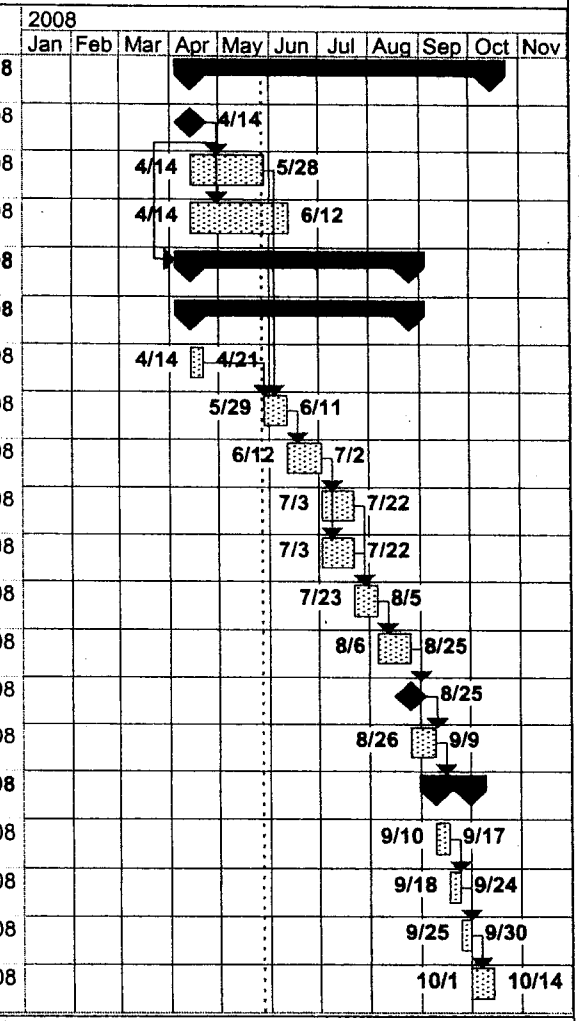
Earned Value Summary No 2 - Through May 15, 2008
Work Authorization No. 1
PROJECT NAME: Fort Bend County - Harlem Road - SH 99 to Beechnut
FBC PROJECT NUMBER: 727 PO No: 13291

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

TASK DESCRIPTION	KAI Budget Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Project Management					
SubTotal Project Management	$13,537.52	40.00%	$5,415.01	$1,624.50	$3,790.51
Draft Study & Report					
SubTotal Draft Study & Report	$76,540.90	26.00%	$19,900.63	$3,444.34	$16,456.29
Commissioners Court Presentation					
SubTotal Commissioner's Court Presentation	$5,784.98	0.00%	$0.00	$0.00	$0.00
Final Study & Report					
SubTotal Final Study & Report	$4,668.96	0.00%	$0.00	$0.00	$0.00
BASIC SERVICES - Direct Expenses	$1,967.64	0.00%	$0.00	$0.00	$0.00
SUBTOTAL BASIC SERVICES - Klotz Associates	$102,500.00	24.70%	$25,315.64	$5,068.84	$20,246.80
SUBCONSULTANT SERVICES - SURVEY Weisser Engineering Co.					
TOTAL SUBCONSULTANT SERVICES	$54,800.00	0.00%	$0.00	$0.00	$0.00
SUBTOTAL - BASIC SERVICES -Klotz Assoc.	$102,500.00	24.70%	$25,315.64	$5,068.84	$20,246.80
SUBTOTAL - SUBCONSULTANT SERVICES	$54,800.00	0.00%	$0.00	$0.00	$0.00
TOTAL Fees Earned	$157,300.00	16.09%	$25,315.64	$5,068.84	$20,246.80
TOTAL Fees Billed	$157,300.00	16.00%	$25,168.00	$5,060.00	$20,108.00

Harlem Road
from SH 99 to Beechnut
Ft. Bend County Project No: 727 (PO 13291)
Study & Report

ID	Task Name	Duration	Start	Finish
1	**Study & Report**	**184 days**	**Mon 4/14/08**	**Tue 10/14/08**
2	Notice to Proceed	0 days	Mon 4/14/08	Mon 4/14/08
3	Project Survey Cross-Sections	45 days	Mon 4/14/08	Wed 5/28/08
4	FBCDD Drainage Impact Study & Report Update by FBCDD	60 days	Mon 4/14/08	Thu 6/12/08
5	**Roadway Study & Report**	**134 days**	**Mon 4/14/08**	**Mon 8/25/08**
6	**Develop Draft Study Report**	**134 days**	**Mon 4/14/08**	**Mon 8/25/08**
7	Review Existing Data provided by SPI & FBC/FBCDD	8 days	Mon 4/14/08	Mon 4/21/08
8	Develop Project Project Layout Sheets	14 days	Thu 5/29/08	Wed 6/11/08
9	Develop Typical Sections	21 days	Thu 6/12/08	Wed 7/2/08
10	Develop W. Bellfort (Madden Rd.) Intersection Layout	20 days	Thu 7/3/08	Tue 7/22/08
11	Develop Ditch Grading Design	20 days	Thu 7/3/08	Tue 7/22/08
12	Prepare Construction Cost Estimate	14 days	Wed 7/23/08	Tue 8/5/08
13	Prepare Draft Report	20 days	Wed 8/6/08	Mon 8/25/08
14	Draft Study Report Review Meeting	0 days	Mon 8/25/08	Mon 8/25/08
15	Prepare Final Study Report	15 days	Tue 8/26/08	Tue 9/9/08
16	**Presentation for FBC Commissioners Court**	**21 days**	**Wed 9/10/08**	**Tue 9/30/08**
17	Draft Presentation to FBC Engineering	8 days	Wed 9/10/08	Wed 9/17/08
18	Draft Presentation to Commissioner	7 days	Thu 9/18/08	Wed 9/24/08
19	Presentation to Commissioners Court	6 days	Thu 9/25/08	Tue 9/30/08
20	Final Submittal / NLT 10-15-08	14 days	Wed 10/1/08	Tue 10/14/08



Project: FBC Harlem Rd. Study & Report
Klotz Assoc. Project No: 0262.015.000
Date: Tue 5/27/08

Task	Rolled Up Task	External Tasks	
Progress	Rolled Up Milestone	Project Summary	
Milestone	Rolled Up Progress	Group By Summary	
Summary	Split	Deadline	

AS PER ORIGINAL

AS PER ORIGINAL

klotz associates

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

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

Date: May 30, 2008
Project No: 0262.015.000
Invoice No: 508118

INVOICE

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

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
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	$157,300.00		$25,168.00	$5,060.00	$20,108.00
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AS PER ORIGINAL

klotz associates

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Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Monthly Progress Report

For Period through May 15, 2008

Fort Bend County Mobility Program

Project: Harlem Road - from SH 99 to Beechnut
FBC Project No. 727
PO# 13291
Work Authorization No. 1

Date: May 22, 2008

Progress Report No.: 2

Klotz Associates Project No.: 0262.015.000

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

Description of Project:
Work Authorization No. 1 - Alignment Study and Report for Harlem Road from SH 99 to Beechnut.

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

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30 day plan:

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AS PER ORIGINAL

Earned Value Summary No 2 - Through May 15, 2008

Work Authorization No. 1

PROJECT NAME: Fort Bend County - Harlem Road - SH 99 to Beechnut

FBC PROJECT NUMBER: 727 PO No: 13291

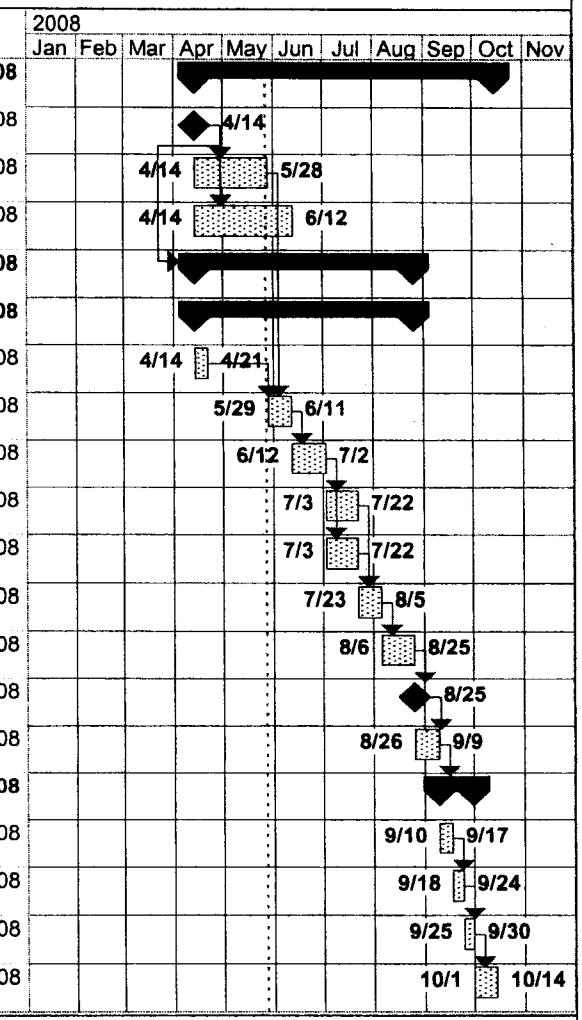
Consultant: KLOTZ ASSOCIATES, INC.

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from SH 99 to Beechnut
Ft. Bend County Project No: 727 (PO 13291)
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Project: FBC Harlem Rd. Study & Report
Klotz Assoc. Project No: 0262.015.000
Date: Tue 5/27/08

Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Deadline

AS PER ORIGINAL

AGENDA ITEM

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

11C

Date Submitted: 06/02/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.06-106915 (Pay Estimate No. 15) in the amount of $451,663.85 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility: Construction in Progress) PC04300003537

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:

JUN 03 2008

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):

TRIPLE B SERVICES, LLP.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

Estimate and Certification for Payment

PROJECT 5th Street Paving & Drainage PC 043-3537

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

ATTN: Louis E. Hood, P.E.

Estimate No: 15
Invoice No: 06-106915
Start Date: 01/08/2007
Current Contract Completion Date:
Estimate Cut Off Date: 05-31-08
Date of Estimate: 05-31-08

Initial Contract Time	550 days
Current Approved Extensions ±	days
Previous Approved Extensions ±	105 days
Total Contract Time	655 days
Spent Days	510 days
Days Remaining	145 days
Rain Days to Date	days

A. Contract Amount to Date:

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

1	368,138.50
2	68,947.00
3	50,652.70
4	70,500.00

Total Changes to Date: + or - $ 558,238.20
Total Contract Amount: $ 10,783,044.73

B. Earnings to Date:

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

Previous Earnings: $ 6,339,220.37
Earnings This Period: $ 501,848.72
$
Total Earnings: $ 6,841,069.09

C. Reductions:

1. Retainage: 10% of 6,841,069.09 $ 684,106.91

Total Payments Due: $ 6,156,962.18
Less Previous Payments: $ 5,705,298.33

Total Amount Due Contractor This Estimate: $ 451,663.85

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

Prepared By: Donna M. Burke Date: 05/30/08
Contractor: Donna M. Burke

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

Approved by: Stephen K Knapp Date: 6/2/08
Project Representative:

Approved by: Louis E. Hood Date: 6/2/08
Engineer:

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

ESTIMATE AND CERTIFICATION FOR PAYMENT

Project: 5th Street Paving/Drainage

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

Estimate Number: 15
Invoice Number: 06-106915
Estimate Cutoff Date: 05/31/2008
Date of Estimate: 05/30/2008

Original Contract Time: 550+105 Cal Days

A. Contract Amount to Date:

1. Contract Price:		**$10,224,806.53**
2. Approved Change Orders:	**$ 558,238.20**	
Total Changes to Date:		**$ 558,238.20**
	Total Contract Amount:	**$10,783,044.73**

B. Earnings to Date:

1. Previous Work Completed:	Previous Earnings:	**$ 6,339,220.37**
2. Work Completed This Period:	Earnings This Period:	**$ 501,848.72**
3a. Materials Stored on Site	$ .00	
3b. Materials Installed ToDate	$ .00	
3c. Total Materials Remaining on Site		**$ 0.00**
	Total Earnings:	**$ 6,841,069.09**

C. Reductions:

1. Retainage:	10.00 % of $ 6,841,069.09	$ 684,106.91
	Total Payment Due:	$ 6,156,962.18
	Less Previous Billings:	$ 5,705,298.33
	Total Amount Due This Estimate:	$ 451,663.85

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

Prepared by: Donna M. Burke Date: 5/30/2008
Donna M. Burke - Senior Project Administrator

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

Approved by: Date: 6/2/08
Project Representative:

Approved by: Louis G. Hood Date: 6/2/08
Engineer:

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

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
001	MOVE-IN & START UP, PERFORMANC	LS	1.00	1.00	0.00	1.00	100,000.00	0.00	100,000.00
002	8" W.L. FITTINGS, B&B, TESTING	LF	63.00	0.00	0.00	0.00	200.00	0.00	0.00
003	12" W.L. FITTINGS, B&B, TESTIN	LF	4,485.00	2,831.00	224.00	3,055.00	41.00	9,184.00	125,255.00
004	TRENCHLESS CONST. 8" STEEL W.L	LF	0.00	0.00	0.00	0.00	105.00	0.00	0.00
005	FLUSH VALVES, BURY, INCL. G.V.	EA	13.00	7.00	1.00	8.00	2,865.00	2,865.00	22,920.00
006	RELOCATE EXIST. FLUSH VALVE BE	EA	3.00	3.00	0.00	3.00	565.00	0.00	1,695.00
007	RELOCATE EXIST. B.O. UNIT BEHI	EA	1.00	1.00	0.00	1.00	400.00	0.00	400.00
008	FINAL ADJUSTMENT OF FLUSH VALV	EA	15.00	6.00	0.00	6.00	225.00	0.00	1,350.00
009	REMOVE/SALVAGE EXIST. FLUSH VA	EA	8.00	5.00	0.00	5.00	280.00	0.00	1,400.00
010	RELOCATE EXIST. FLUSH VALVE, S	EA	3.00	0.00	0.00	0.00	280.00	0.00	0.00
011	6" G.V. & BOX	EA	2.00	1.00	0.00	1.00	550.00	0.00	550.00
012	8" G.V. & BOX	EA	4.00	3.00	0.00	3.00	825.00	0.00	2,475.00
013	12" G.V. & BOX	EA	23.00	4.00	0.00	4.00	1,550.00	0.00	6,200.00
014	2" B.O.V. & BOX	EA	6.00	1.00	0.00	1.00	700.00	0.00	700.00
015	CUT/PLUG EXIST. 6" W.L.	EA	6.00	1.00	0.00	1.00	200.00	0.00	200.00
016	CUT/PLUG EXIST. 8" W.L.	EA	6.00	2.00	0.00	2.00	200.00	0.00	400.00
017	CUT/PLUG EXIST. 12" W.L.	EA	11.00	8.00	0.00	8.00	200.00	0.00	1,600.00
018	PLUG/CLAMP EXIST. 12" W.L.	EA	6.00	1.00	0.00	1.00	330.00	0.00	330.00
019	CONTRACTOR SHALL LOCATE EXIST.	EA	71.00	32.00	0.00	32.00	400.00	0.00	12,800.00
020	ADJUST WATER MTER OR WATER VAL	EA	28.00	9.00	2.00	11.00	380.00	760.00	4,180.00
021	ABANDON EXIST. 6" W.L. & FILL	LF	4,462.00	0.00	0.00	0.00	2.20	0.00	0.00
022	ABANDON EXIST. 8" W.L. & FILL	LF	521.00	0.00	0.00	0.00	3.30	0.00	0.00
023	ABANDON EXIST. 12" W.L. & FILL	LF	3,229.00	0.00	0.00	0.00	4.50	0.00	0.00
024	REMOVE EXIST. 12" W.L.	LF	13.00	0.00	0.00	0.00	50.00	0.00	0.00
025	WET CONNECTION OF PROP. 6" W.L	EA	2.00	1.00	0.00	1.00	1,125.00	0.00	1,125.00
026	WET CONNECTION OF PROP. 8" W.L	EA	4.00	2.00	0.00	2.00	1,125.00	0.00	2,250.00
027	WET CONNECTION OF PROP. 12" W.	EA	11.00	5.00	0.00	5.00	1,600.00	0.00	8,000.00
028	6" X 6" T.S. & V.	EA	1.00	0.00	0.00	0.00	2,000.00	0.00	0.00
029	NEARSIDE 2" LEAD & RECONNECTIO	EA	15.00	2.00	0.00	2.00	930.00	0.00	1,860.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
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(281)324-3264

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5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
030	FAR SIDE 2" LEAD & RECONNECTIO	EA	15.00	9.00	0.00	9.00	1,125.00	0.00	10,125.00
031	TRENCH SAFETY FOR W.L. CONST.,	LF	3,676.00	2,831.00	224.00	3,055.00	0.50	112.00	1,527.50
032	VERTICAL MAINLINE W.L. (ALL DI	EA	15.00	9.00	0.00	9.00	1,700.00	0.00	15,300.00
033	HORIZONTAL MAINLINE (ALL DIA.)	EA	2.00	3.00	0.00	3.00	2,100.00	0.00	6,300.00
034	VERTICAL WATER SERVICE LINE AD	EA	50.00	29.00	0.00	29.00	400.00	0.00	11,600.00
035	OPEN CUT & REPLACE EXIST. GRAV	SY	123.00	123.00	0.00	123.00	50.00	0.00	6,150.00
036	SAW CUT & REMOVE EXIST. CONC.	SY	38.00	0.00	0.00	0.00	25.00	0.00	0.00
037	8" SAN SWR. PIPE, 0'-8' DEPTH,	LF	442.00	442.00	0.00	442.00	31.00	0.00	13,702.00
038	8" SAN SWR. PIPE, 8'-10' DEPTH	LF	572.00	572.00	0.00	572.00	31.00	0.00	17,732.00
039	8" SAN SWR. PIPE, 10'-12' DEPT	LF	460.00	460.00	0.00	460.00	31.00	0.00	14,260.00
040	8" SAN SWR. PIPE, 12'-14' DEPT	LF	171.00	185.00	0.00	185.00	33.00	0.00	6,105.00
041	10" SAN SWR. PIPE, 10'-12' DEP	LF	37.00	0.00	0.00	0.00	35.00	0.00	0.00
042	10" SAN SWR. PIPE, 16'-18' DEP	LF	216.00	0.00	0.00	0.00	60.00	0.00	0.00
043	12" SAN SWR. PIPE, 14'-16' DEP	LF	148.00	73.00	0.00	73.00	60.00	0.00	4,380.00
044	15" SAN SWR. PIPE, 10'-12' DEP	LF	119.00	0.00	0.00	0.00	54.00	0.00	0.00
045	15" SAN SWR. PIPE, 12'-14' DEP	LF	314.00	0.00	0.00	0.00	57.00	0.00	0.00
046	18" SAN SWR. PIPE, 10'-12' DEP	LF	139.00	0.00	0.00	0.00	59.00	0.00	0.00
047	18" SAN SWR. PIPE, 12'-14' DEP	LF	897.00	135.00	0.00	135.00	60.00	0.00	8,100.00
048	18" SAN SWR. PIPE, 14'-16' DEP	LF	2,410.00	2,072.00	0.00	2,072.00	71.00	0.00	147,112.00
049	18" SAN SWR. PIPE, 16'-18' DEP	LF	900.00	687.00	0.00	687.00	72.00	0.00	49,464.00
050	21" SAN SWR. PIPE, 14'-16' DEP	LF	1,048.00	0.00	0.00	0.00	88.00	0.00	0.00
051	21" SAN SWR. PIPE, 16'-18' DEP	LF	340.00	201.00	0.00	201.00	93.00	0.00	18,693.00
052	12" PVC DR-18 C-900 SAN SWR. F	LF	364.00	0.00	0.00	0.00	45.00	0.00	0.00
053	TRENCHLESS CONST. METHODS 6" S	LF	660.00	203.00	0.00	203.00	40.00	0.00	8,120.00
054	TRENCHLESS CONST. METHODS 8" S	LF	40.00	40.00	0.00	40.00	58.00	0.00	2,320.00
055	TRENCHLESS CONST. METHODS 12"	LF	60.00	141.00	0.00	141.00	65.00	0.00	9,165.00

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
056	TRENCHLESS CONST. METHODS 15"	LF	55.00	0.00	0.00	0.00	72.00	0.00	0.00
057	TRENCHLESS CONST. METHODS 18"	LF	318.00	43.00	0.00	43.00	80.00	0.00	3,440.00
058	TRENCHLESS CONST. METHODS 21"	LF	107.00	0.00	0.00	0.00	85.00	0.00	0.00
059	CONNECT PROP. 12" SAN SWR. FOR	EA	1.00	1.00	0.00	1.00	1,550.00	0.00	1,550.00
060	AIR RELEASE VALVE & MANHOLE OV	EA	1.00	0.00	0.00	0.00	2,350.00	0.00	0.00
061	STD. SAN SWR. MANHOLE, UP TO 8	EA	37.00	21.00	0.00	21.00	2,780.00	0.00	58,380.00
062	STD. SAN SWR. MH ON EXIST. 6"-	EA	6.00	0.00	0.00	0.00	2,650.00	0.00	0.00
063	EXTRA DEPTH SAN SWR. MH, 8' DE	VF	257.00	136.00	0.00	136.00	100.00	0.00	13,600.00
064	COAT INTERIOR SURFACE OF PROP.	VF	586.00	304.00	0.00	304.00	100.00	0.00	30,400.00
065	STD. DROP ON PROPOSED OR EXIST	EA	7.00	1.00	0.00	1.00	180.00	0.00	180.00
066	EXTRA DEPTH FOR DROP ON MANHOL	VF	27.00	0.00	0.00	0.00	180.00	0.00	0.00
067	FINAL VERTICAL ADJUSTMENT OF P	EA	43.00	22.00	0.00	22.00	350.00	0.00	7,700.00
068	REMOVE EXIST. MANHOLE CONE & R	EA	1.00	0.00	0.00	0.00	1,800.00	0.00	0.00
069	ADJUST EXIST. SAN SWR. MH RIM	EA	30.00	14.00	0.00	14.00	440.00	0.00	6,160.00
070	CONNECT PROP. 8" SAN SWR. PIPE	EA	4.00	3.00	0.00	3.00	1,150.00	0.00	3,450.00
071	CONNECT PROP. 10" SAN SWR. PIP	EA	2.00	0.00	0.00	0.00	1,350.00	0.00	0.00
072	CONNECT PROP. 18" SAN SWR. PIP	EA	1.00	0.00	0.00	0.00	1,750.00	0.00	0.00
073	CONNECT PROP. 21" SAN SWR. PIP	EA	1.00	0.00	0.00	0.00	2,000.00	0.00	0.00
074	ABANDON EXIST. SAN SWR. MH INC	EA	22.00	0.00	0.00	0.00	960.00	0.00	0.00
075	REMOVE EXIST. SAN SWR. MH	EA	4.00	1.00	0.00	1.00	1,270.00	0.00	1,270.00
076	ABANDON & FILL EXIST. 6" SAN S	LF	1,122.00	0.00	0.00	0.00	2.25	0.00	0.00
077	ABANDON & FILL EXIST. 8" SAN S	LF	911.00	0.00	0.00	0.00	3.35	0.00	0.00
078	ABANDON & FILL EXIST. 10" SAN	LF	5,601.00	0.00	0.00	0.00	4.50	0.00	0.00
079	ABANDON & FILL EXIST. 12" SAN	LF	45.00	0.00	0.00	0.00	4.50	0.00	0.00
080	ABANDON & FILL EXIST. 15" SAN	LF	473.00	0.00	0.00	0.00	6.70	0.00	0.00
081	ABANDON/FILL EXIST. 10" SAN SW	LF	38.00	0.00	0.00	0.00	4.50	0.00	0.00

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
082	REMOVE EXIST. 10" SAN SWR.	LF	696.00	548.00	0.00	548.00	8.00	0.00	4,384.00
083	ABANDON/FILL EXIST. 12" SAN SW	LF	398.00	0.00	0.00	0.00	4.50	0.00	0.00
084	REMOVE EXIST. 21" SAN SWR.	LF	58.00	0.00	0.00	0.00	9.00	0.00	0.00
085	REMOVE EXIST. 12" SAN SWR. FOR	LF	54.00	54.00	0.00	54.00	10.00	0.00	540.00
086	CUT/PLUG EXIST. 6" SAN SWR. FO	EA	3.00	0.00	0.00	0.00	200.00	0.00	0.00
087	CUT/PLUG EXIST. 8" SAN SWR. FO	EA	8.00	0.00	0.00	0.00	220.00	0.00	0.00
088	CUT/PLUG EXIST. 10" SAN SWR. F	EA	10.00	0.00	0.00	0.00	240.00	0.00	0.00
089	CUT/PLUG EXIST. 12" SAN SWR.	EA	2.00	0.00	0.00	0.00	265.00	0.00	0.00
090	CUT/PLUG EXIST. 15" SAN SWR.	EA	1.00	0.00	0.00	0.00	330.00	0.00	0.00
091	PROP. 4" NEAR SIDE SAN SWR. CO	EA	9.00	7.00	0.00	7.00	800.00	0.00	5,600.00
092	PROP. 4" FAR SIDE SAN SWR CON	EA	9.00	3.00	0.00	3.00	975.00	0.00	2,925.00
093	SAN SWR. STACK, 0'-3' DEPTH	EA	18.00	13.00	0.00	13.00	120.00	0.00	1,560.00
094	EXTRA DEPTH SAN SWR. STACK, >3	VF	147.00	70.00	0.00	70.00	20.00	0.00	1,400.00
095	TRENCH SAFETY SYSTEM FOR SAN S	LF	1,014.00	170.00	0.00	170.00	0.50	0.00	85.00
096	TRENCH SAFETY FOR SAN SWR. (6"	LF	3,013.00	2,640.00	0.00	2,640.00	0.50	0.00	1,320.00
097	TRENCH SAFETY FOR SAN SWR. (6"	LF	3,401.00	2,037.00	0.00	2,037.00	0.50	0.00	1,018.50
098	REMOVE EXIST. REINF. CONC. LIF	EA	1.00	0.00	0.00	0.00	30,000.00	0.00	0.00
099	SAWCUT & REMOVE EXIST. ASPHALT	SY	45.00	20.00	0.00	20.00	10.00	0.00	200.00
100	SAW CUT/REMOVE EXIST. CONC. PV	SY	34.00	0.00	0.00	0.00	13.00	0.00	0.00
101	OPEN CUT EXIST. GRAVEL PVMT.	SY	388.00	250.00	0.00	250.00	19.00	0.00	4,750.00
102	VERTICAL SWR. SERVICE LEAD ADJ	EA	50.00	16.00	0.00	16.00	800.00	0.00	12,800.00
103	TYPE "C" STM. MANHOLE FOR 42"	EA	78.00	61.00	0.00	61.00	2,125.00	0.00	129,625.00
104	TYPE "C" STM. MH FOR 48"-72" D	EA	22.00	18.00	0.00	18.00	3,400.00	0.00	61,200.00
105	TYPE "C" STM. MH ON EXIST. 4'	EA	1.00	0.00	0.00	0.00	3,250.00	0.00	0.00
106	TYPE "C" STM. MH ON EXIST. 30"	EA	4.00	0.00	0.00	0.00	3,240.00	0.00	0.00
107	TYPE "C" STM. MH ON EXIST. 36"	EA	1.00	0.00	0.00	0.00	5,500.00	0.00	0.00

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
108	TYPE "C" STM. MH ON EXIST. 48"	EA	2.00	0.00	0.00	0.00	6,400.00	0.00	0.00
109	TYPE "C" STM. MH ON EXIST. 60"	EA	8.00	0.00	0.00	0.00	4,860.00	0.00	0.00
110	TYPE "C" STM. MH ON EXIST. 10'	EA	2.00	0.00	0.00	0.00	2,150.00	0.00	0.00
111	MODIFY "E" INLET TO TYPE "C" S	EA	2.00	0.00	0.00	0.00	890.00	0.00	0.00
112	RECONSTRUCT EXIST. INLET INTO	EA	3.00	0.00	0.00	0.00	1,560.00	0.00	0.00
113	ADJUST EXIST. STM. MH RIM TO B	EA	14.00	9.00	5.00	14.00	400.00	2,000.00	5,600.00
114	MAKE CONNECTION TO EXIST. MANH	EA	1.00	0.00	0.00	0.00	200.00	0.00	0.00
115	TYPE "A" INLET STD. DEPTH	EA	51.00	39.00	0.00	39.00	1,570.00	0.00	61,230.00
116	TYPE "B-B" INLET, STD. DEPTH	EA	46.00	22.00	4.00	26.00	2,265.00	9,060.00	58,890.00
117	MODIFIED "B-B" INLET CONSTRUCT	EA	1.00	0.00	0.00	0.00	2,580.00	0.00	0.00
118	TYPE "C-1" INLET, STD. DEPTH	EA	23.00	11.00	2.00	13.00	2,500.00	5,000.00	32,500.00
119	TYPE "C-2" INLET, STD. DEPTH	EA	7.00	5.00	0.00	5.00	3,600.00	0.00	18,000.00
120	RING GRATE FOR 18" RCP, STD. D	EA	8.00	6.00	0.00	6.00	360.00	0.00	2,160.00
121	15" RCP 0'-8' DEPTH, FITTINGS,	LF	365.00	709.00	0.00	709.00	45.00	0.00	31,905.00
122	15" RCP, 8'-10' DEPTH, FITTING	LF	17.00	0.00	0.00	0.00	46.00	0.00	0.00
123	18" RCP, 0'-8' DEPTH, FITTINGS	LF	1,599.00	1,287.00	0.00	1,287.00	50.00	0.00	64,350.00
124	18" RCP, 8'-10' DEPTH, FITTING	LF	100.00	0.00	0.00	0.00	55.00	0.00	0.00
125	24" RCP, 0'-8' DEPTH, FITTINGS	LF	4,232.00	2,152.00	0.00	2,152.00	65.00	0.00	139,880.00
126	24" RCP, 8'-10' DEPTH, FITTING	LF	1,038.00	659.00	0.00	659.00	70.00	0.00	46,130.00
127	30" RCP, 0'-8' DEPTH, FITTINGS	LF	272.00	272.00	0.00	272.00	78.00	0.00	21,216.00
128	30" RCP, 8'-10' DEPTH, FITTING	LF	469.00	304.00	0.00	304.00	80.00	0.00	24,320.00
129	36" RCP, 0'-8' DEPTH, FITTINGS	LF	1,013.00	372.00	0.00	372.00	110.00	0.00	40,920.00
130	36" RCP, 8'-10' DEPTH, FITTING	LF	1,302.00	1,302.00	0.00	1,302.00	120.00	0.00	156,240.00
131	42" RCP, 0'-8' DEPTH, FITTINGS	LF	739.00	100.00	0.00	100.00	135.00	0.00	13,500.00
132	42" RCP, 8'-10' DEPTH, FITTING	LF	813.00	813.00	0.00	813.00	145.00	0.00	117,885.00
133	42" RCP, 10'-12' DEPTH, FITTIN	LF	50.00	0.00	0.00	0.00	142.07	0.00	0.00

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
134	48" RCP, 0'-8' DEPTH, FITTINGS	LF	669.00	669.00	0.00	669.00	165.00	0.00	110,385.00
135	48" RCP, 8'-10' DEPTH, FITTING	LF	754.00	754.00	0.00	754.00	175.00	0.00	131,950.00
136	36" PVC TO BE JACKED THRU EXIS	LF	135.00	135.00	0.00	135.00	85.00	0.00	11,475.00
137	42" CMP, ALL DEPTHS, FITTINGS,	LF	155.00	155.00	0.00	155.00	62.00	0.00	9,610.00
138	48" CMP, ALL DEPTHS, FITTINGS,	LF	46.00	84.00	0.00	84.00	120.00	0.00	10,080.00
139	26" X 43" REINF. CONC. ARCH PI	LF	41.00	41.00	0.00	41.00	160.00	0.00	6,560.00
140	TIMBER BENT FOR 42" CMP	EA	1.00	1.00	0.00	1.00	500.00	0.00	500.00
141	TIMBER BENT FOR 48" CMP	EA	2.00	0.00	0.00	0.00	600.00	0.00	0.00
142	JUNCTION BOX W/MANHOLE RING &	EA	1.00	0.00	0.00	0.00	1,300.00	0.00	0.00
143	BRICK PLUG FOR 4' X 3' RCB STM	EA	2.00	0.00	0.00	0.00	525.00	0.00	0.00
144	BRICK PLUG FOR EXIST. 18" RCP	EA	1.00	1.00	1.00	2.00	130.00	130.00	260.00
145	BRICK PLUG FOR EXIST 54" RCP	EA	1.00	1.00	0.00	1.00	450.00	0.00	450.00
146	BRICK PLUG FOR EXIST. SIPHON	EA	2.00	2.00	0.00	2.00	850.00	0.00	1,700.00
147	24" TYPE II SAFETY END TREATME	EA	1.00	0.00	0.00	0.00	1,000.00	0.00	0.00
148	CONC. COLLAR TO JOIN PROPOSED	EA	1.00	0.00	0.00	0.00	400.00	0.00	0.00
149	CONC. COLLAR TO JOIN PROPOSED	EA	2.00	0.00	0.00	0.00	450.00	0.00	0.00
150	DRAIN/CLEAN EXIST. SIPHON	EA	1.00	1.00	0.00	1.00	5,000.00	0.00	5,000.00
151	TRENCH SAFETY FOR 15"-36" DIA.	LF	7,732.00	5,811.50	0.00	5,811.50	0.50	0.00	2,905.75
152	TRENCH SAFETY FOR 36"-54" DIA.	LF	2,746.00	2,746.00	0.00	2,746.00	0.50	0.00	1,373.00
153	TRENCH SAFETY FOR 36"-54" DIA.	LF	20.00	0.00	0.00	0.00	0.50	0.00	0.00
154	REMOVE/DISPOSE OF EXIST. 18" R	LF	26.00	74.00	0.00	74.00	8.00	0.00	592.00
155	REMOVE/DISPOSE OF EXIST. 24" R	LF	1,354.00	1,244.00	0.00	1,244.00	8.00	0.00	9,952.00
156	REMOVE/DISPOSE OF EXIST. 30" R	LF	667.00	662.00	0.00	662.00	8.00	0.00	5,296.00
157	REMOVE/DISPOSE OF EXIST. 36" R	LF	136.00	163.00	0.00	163.00	8.00	0.00	1,304.00
158	REMOVE/DISPOSE OF EXIST. 42" R	LF	440.00	41.00	0.00	41.00	9.00	0.00	369.00
159	REMOVE/DISPOSE OF EXIST. 54" R	LF	337.00	0.00	0.00	0.00	9.00	0.00	0.00
160	REMOVE/DISPOSE OF EXIST. 18" C	LF	133.00	50.00	0.00	50.00	6.50	0.00	325.00

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
161	REMOVE/DISPOSE OF EXIST. 36" C	LF	22.00	23.00	0.00	23.00	6.75	0.00	155.25
162	REMOVE/DISPOSE OF EXIST. 24" P	LF	93.00	101.00	0.00	101.00	8.00	0.00	808.00
163	REMOVE/DISPOSE OF EXIST. CULVE	LF	5,611.00	4,708.50	119.00	4,827.50	12.00	1,428.00	57,930.00
164	REMOVE/DISPOSE OF EXIST. CULVE	LF	210.00	115.00	0.00	115.00	23.00	0.00	2,645.00
165	REMOVE/DISPOSE OF EXIST. GRATE	EA	38.00	4.00	0.00	4.00	300.00	0.00	1,200.00
166	REMOVE/DISPOSE OF EXIST. CONC.	EA	38.00	26.00	0.00	26.00	300.00	0.00	7,800.00
167	REMOVE/DISPOSE OF EXIST. "E" I	EA	14.00	0.00	0.00	0.00	340.00	0.00	0.00
168	CAP EXIST. "E" INLET	EA	6.00	1.00	0.00	1.00	525.00	0.00	525.00
169	REMOVE/DISPOSE OF EXIST. MANHO	EA	4.00	2.00	0.00	2.00	750.00	0.00	1,500.00
170	ABANDON EXIST. MANHOLE	EA	2.00	0.00	0.00	0.00	760.00	0.00	0.00
171	CUT HOLE IN SIDE OF EXIST. TXD	EA	2.00	0.00	0.00	0.00	525.00	0.00	0.00
172	CUT HOLE IN SIDE OF EXIST. TXD	EA	1.00	0.00	0.00	0.00	660.00	0.00	0.00
173	CUT HOLE IN SIDE OF EXIST. TXD	EA	1.00	0.00	0.00	0.00	785.00	0.00	0.00
174	CUT HOLE IN SIDE OF EXIST. TXD	EA	2.00	0.00	0.00	0.00	900.00	0.00	0.00
175	ROADWAY EXCAVATION, EXIST. PVM	CY	64,254.00	34,926.54	2,852.21	37,778.75	7.50	21,391.58	283,340.64
176	COMPACTED RDWY. EMBANKMENT FIL	CY	889.00	506.91	0.00	506.91	25.00	0.00	12,672.75
177	8" RENIF. CONC. PAVING	SY	75,124.00	33,640.52	4,460.87	38,101.39	40.00	178,434.80	1,524,055.60
178	7" REINF. CONC DRVWY., INCL. C	SY	6,304.00	3,627.15	1,002.66	4,629.81	42.00	42,111.72	194,452.02
179	MANIPULATION OF LIME TREATED S	SY	83,189.00	41,981.89	4,861.29	46,843.18	1.60	7,778.06	74,949.08
180	LIME FOR 8" SUBGRADE (36 LB/SY	TON	1,497.00	1,194.55	136.68	1,331.23	115.00	15,718.20	153,091.45
181	6" REINF. CONC. CURB	LF	25,793.00	8,850.00	2,028.00	10,878.00	3.20	6,489.60	34,809.60
182	6" REINF. CONC. CURB (DOWELED-	LF	46.00	30.00	0.00	30.00	8.00	0.00	240.00
183	6" REINF. CONC. CURB & GUTTER	LF	797.00	540.00	180.00	720.00	9.00	1,620.00	6,480.00
184	STD. CONC. PAVING HEADER	LF	640.00	100.00	200.00	300.00	16.50	3,300.00	4,950.00
185	4-1/2" CONC. SDWLK. W/3" COMPA	SY	4,339.00	2,218.65	157.74	2,376.39	37.00	5,836.38	87,926.43
186	6" CONC. ESPLANADE NOSE SDWLK.	SY	160.00	0.00	60.00	60.00	47.00	2,820.00	2,820.00
187	REINF. CONC. WHEELCHAIR RAMPS	SY	275.00	11.12	10.30	21.42	160.00	1,648.00	3,427.20

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
188	2" HMAC TYPE "D" SURFACE COURS	TON	325.00	12.20	152.65	164.85	115.00	17,554.75	18,957.75
189	1-1/2" HMAC TYPE "D" SURFACE C	TON	89.00	89.00	0.00	89.00	140.00	0.00	12,460.00
190	1-1/2" HMAC TYPE "D" LEVEL-UP	TON	23.00	2.00	16.04	18.04	155.00	2,486.20	2,796.20
191	8" ASPHALT BLACK BASE	TON	1,595.00	495.59	586.20	1,081.79	120.00	70,344.00	129,814.80
192	TACK COAT (RC-250) APPLIED 0.0	GAL	181.00	15.00	80.00	95.00	4.00	320.00	380.00
193	PRIME COAT APPLIED 0.35 GAL/SY	GAL	1,172.00	450.00	93.00	543.00	4.50	418.50	2,443.50
194	PVMT. MARKING (W) THERMOPLASTI	LF	9,027.00	0.00	2,272.00	2,272.00	0.42	954.24	954.24
195	PVMT. MARKING (W) THERMOPLASTI	LF	1,410.00	0.00	380.00	380.00	0.85	323.00	323.00
196	PVMT. MARKING (W) THERMOPLASTI	LF	4,302.00	0.00	715.00	715.00	2.20	1,573.00	1,573.00
197	PVMT. MARKING (W) THERMOPLASTI	LF	977.00	0.00	248.00	248.00	4.40	1,091.20	1,091.20
198	PVMT. MARKING (Y) THERMOPLASTI	LF	19,912.00	0.00	9,420.00	9,420.00	0.42	3,956.40	3,956.40
199	PVMT. MARKING (Y) THERMOPLASTI	LF	923.00	0.00	765.00	765.00	4.25	3,251.25	3,251.25
200	PVMT. MARKING (Y) THERMOPLASTI	LF	1,197.00	0.00	350.00	350.00	2.90	1,015.00	1,015.00
201	PVMT. MARKING DIRECTIONAL ARRO	EA	24.00	0.00	13.00	13.00	100.00	1,300.00	1,300.00
202	PVMT. MARKING - ELONGATED WORD	EA	21.00	0.00	7.00	7.00	100.00	700.00	700.00
203	REFL. PVMT. MARKER - TYPE II-C	EA	563.00	0.00	274.00	274.00	3.75	1,027.50	1,027.50
204	REFL. PVMT. MARKER - TYPE II-A	EA	99.00	0.00	255.00	255.00	3.75	956.25	956.25
205	REMOVE/DISPOSE OF EXIST. ASPHA	SY	53,129.00	22,447.19	913.99	23,361.18	1.35	1,233.89	31,537.60
206	REMOVE/DISPOSE OF EXIST. CONC.	SY	1,507.00	80.00	216.00	296.00	6.00	1,296.00	1,776.00
207	REMOVE/RELOCATE EXIST. TRAFFIC	LS	1.00	0.45	0.00	0.45	17,000.00	0.00	7,650.00
208	PREPARE R-O-W FOR CONST.	LS	1.00	1.00	0.00	1.00	350,000.00	0.00	350,000.00
209	PROPOSED STOP SIGN (R1-1)	EA	7.00	0.00	0.00	0.00	200.00	0.00	0.00
210	PROPOSED STOP SIGN (R1-1) WITH	EA	24.00	0.00	7.00	7.00	575.00	4,025.00	4,025.00
211	PROPOSED SMALL STREET SIGN	EA	42.00	0.00	10.00	10.00	230.00	2,300.00	2,300.00
212	RELOCATE EXIST. GUARD POST	EA	12.00	0.00	0.00	0.00	175.00	0.00	0.00
213	6' X 6' RCB	LF	280.00	280.00	0.00	280.00	450.00	0.00	126,000.00
214	48" RCP CANAL BYPASS PIPE	LF	160.00	266.00	0.00	266.00	200.00	0.00	53,200.00

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
215	HEADWALLS FOR GCWA CANEL	LS	1.00	1.00	0.00	1.00	60,000.00	0.00	60,000.00
216	4" CONC. SLOPE PAVING	SY	296.00	296.00	0.00	296.00	50.00	0.00	14,800.00
217	FILL FOR LEVELING CANAL BOTTOM	CY	282.00	282.00	0.00	282.00	15.00	0.00	4,230.00
218	REMOVE EXIST. CONC. SLOPE PAVI	SY	292.00	292.00	0.00	292.00	14.00	0.00	4,088.00
219	REMOVE/DISPOSE OF EXIST. HEADW	LS	1.00	1.00	0.00	1.00	4,500.00	0.00	4,500.00
220	REMOVE/DISPOSE OF EXIST. "BOX	LS	1.00	1.00	0.00	1.00	8,000.00	0.00	8,000.00
221	FILL EXIST. "BOX CAR" SIPHON O	LS	1.00	1.00	0.00	1.00	15,000.00	0.00	15,000.00
222	SAWCUT & REMOVE EXIST. SLOPE P	SY	1,500.00	1,500.00	0.00	1,500.00	8.50	0.00	12,750.00
223	CONC. SLOPE PAVING	SY	1,515.00	1,724.31	0.00	1,724.31	30.00	0.00	51,729.30
224	CHANNEL EXCAVATION	CY	1,150.00	1,150.00	0.00	1,150.00	6.00	0.00	6,900.00
225	FILL FOR CHANNEL	CY	850.00	850.00	0.00	850.00	10.00	0.00	8,500.00
226	REHAB. OF 5TH STREET BRIDGE; R	LS	1.00	0.85	0.05	0.90	445,000.00	22,250.00	400,500.00
227	8" REINF. CONC. PAVING FOR THE	SY	398.00	253.50	0.00	253.50	110.00	0.00	27,885.00
228	FOUNDATION FOR TRAFFIC SIGNAL	LF	30.00	30.00	0.00	30.00	190.00	0.00	5,700.00
229	FOUNDATION FOR TRAFFIC SIGNAL	LF	44.00	44.00	0.00	44.00	365.00	0.00	16,060.00
230	CONDUIT (PVC) SCH. 80 (2")	LF	440.00	110.00	60.00	170.00	12.00	720.00	2,040.00
231	CONDUIT (PVC) SCH. 80 (2") BOR	LF	230.00	480.00	0.00	480.00	13.00	0.00	6,240.00
232	CONDUIT (PVC) SCH. 80 (3")	LF	250.00	66.00	40.00	106.00	17.00	680.00	1,802.00
233	CONDUIT (PVC) SCH. 80 (3") BOR	LF	230.00	240.00	0.00	240.00	18.00	0.00	4,320.00
234	CONDUIT (PVC) SCH. 80 (4")	LF	20.00	20.00	0.00	20.00	35.00	0.00	700.00
235	CONDUIT (RM) (1-1/4")	LF	460.00	25.00	0.00	25.00	12.50	0.00	312.50
236	CONDUIT (RM) (2")	LF	200.00	81.00	18.00	99.00	1.20	21.60	118.80
237	CONDUIT (RM) (2") BORE	LF	50.00	0.00	0.00	0.00	20.00	0.00	0.00
238	ELECTRICAL CONDUCTOR (NO. 2) I	LF	186.00	0.00	0.00	0.00	3.50	0.00	0.00
239	ELECTRICAL CONDUCTOR (NO. 4) I	LF	150.00	0.00	0.00	0.00	3.50	0.00	0.00
240	ELECTRICAL CONDUCTOR (NO. 6) B	LF	1,440.00	40.00	0.00	40.00	1.20	0.00	48.00
241	ELECTRICAL CONDUCTOR (NO. 8) I	LF	1,150.00	0.00	0.00	0.00	0.90	0.00	0.00
242	ELECTRICAL CONDUCTOR (NO. 14)	LF	4,450.00	0.00	0.00	0.00	0.30	0.00	0.00
243	GROUND BOX (TYPE 2) (243636) W	EA	4.00	0.00	0.00	0.00	1,700.00	0.00	0.00
244	GROUND BOX (TYPE 2) (162922) W	EA	3.00	0.00	2.00	2.00	875.00	1,750.00	1,750.00

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
245	ZINC COATED STEEL WIRE STRAND	LF	480.00	320.00	0.00	320.00	3.50	0.00	1,120.00
246	ZINC COATED STEEL WIRE STRAND	LF	240.00	270.00	0.00	270.00	3.50	0.00	945.00
247	ALUMINUM SIGNS (TYPE A)	SF	57.00	57.00	0.00	57.00	3.50	0.00	199.50
248	INSTALL ISOLATED HWY. TRAFFIS	EA	1.00	0.95	0.00	0.95	11,500.00	0.00	10,925.00
249	INSTALL ISOLATED HWY. TRAFFIS	EA	2.00	1.71	0.00	1.71	19,000.00	0.00	32,490.00
250	BACKPLATE (3-SECTION) 12"	EA	8.00	8.00	0.00	8.00	55.00	0.00	440.00
251	BACKPLATE (4-SECTION) 12"	EA	4.00	4.00	0.00	4.00	150.00	0.00	600.00
252	PEDESTRIAN SIGNAL SECTION (12"	EA	20.00	8.00	0.00	8.00	350.00	0.00	2,800.00
253	VEHICLE SIGNAL SECTION (12") (	EA	4.00	4.00	0.00	4.00	355.00	0.00	1,420.00
254	VEHICLE SIGNAL SECTION (12") (	EA	10.00	10.00	0.00	10.00	355.00	0.00	3,550.00
255	VEHICLE SIGNAL SECTION (12") (	EA	2.00	2.00	0.00	2.00	425.00	0.00	850.00
256	VEHICLE SIGNAL SECTION (12") (	EA	10.00	10.00	0.00	10.00	315.00	0.00	3,150.00
257	VEHICLE SIGNAL SECTION (12") (	EA	18.00	18.00	0.00	18.00	290.00	0.00	5,220.00
258	PEDESTRIAN SIGNAL SECTION (12"	EA	12.00	12.00	0.00	12.00	765.00	0.00	9,180.00
259	TRAFFIC SIGNAL CABLE (TYPE A)	LF	4,410.00	3,715.00	0.00	3,715.00	0.85	0.00	3,157.75
260	TRAFFIC SIGNAL CABLE (TYPE A)	LF	3,110.00	2,285.00	0.00	2,285.00	1.05	0.00	2,399.25
261	TRAFFIC SIGNAL CABLE (TYPE A)	LF	3,250.00	2,020.00	0.00	2,020.00	1.55	0.00	3,131.00
262	TRAFFIC SIGNAL CABLE (TYPE C)	LF	5,200.00	5,225.00	0.00	5,225.00	0.75	0.00	3,918.75
263	TRAFFIC SIGNAL PLATE ASSEMBLY	EA	2.00	2.00	0.00	2.00	6,500.00	0.00	13,000.00
264	TRAFFIC SIGNAL PLATE ASSEMBLY	EA	2.00	2.00	0.00	2.00	15,500.00	0.00	31,000.00
265	PEDESTRIAN POLE INCL FOUNDATI	EA	2.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00
266	PEDESTRIAN DETECTION PUSH BUTT	EA	20.00	20.00	0.00	20.00	175.00	0.00	3,500.00
267	VEHICLE LOOP DETECTORS, SAWCUT	LF	1,770.00	0.00	0.00	0.00	9.00	0.00	0.00
268	REMOVE EXIST. TRAFFIC SIGNALS	EA	1.00	0.00	0.00	0.00	1,200.00	0.00	0.00
269	VIVDS PROECESSOR SYSTEM	EA	2.00	1.00	0.00	1.00	7,500.00	0.00	7,500.00
270	VIVDS CAMERA ASSEMBLY	EA	9.00	4.00	0.00	4.00	1,600.00	0.00	6,400.00
271	VIVDS SET UP SYSTEM	EA	2.00	0.00	0.00	0.00	1,250.00	0.00	0.00
272	VIVDS COMMUNICATION CABLE (CO-	LF	1,790.00	0.00	0.00	0.00	1.20	0.00	0.00

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
273	TRAFFIC CONTROL PLAN& DETOUR	MO	18.00	12.00	1.00	13.00	3,200.00	3,200.00	41,600.00
274	TEMP. CTB DURING BRIDGE CONST.	LF	170.00	170.00	0.00	170.00	75.00	0.00	12,750.00
275	WORK ZN. PVMT. MARKINGS, 4" (W	LF	5,200.00	0.00	3,760.00	3,760.00	0.85	3,196.00	3,196.00
276	WORK ZN. PVMT. MARKINGS, 4" (Y	LF	26,200.00	6,921.00	2,368.00	9,289.00	0.90	2,131.20	8,360.10
277	WORK ZN. PVMT. MARKINGS, 8" (W	LF	100.00	489.00	54.00	543.00	1.85	99.90	1,004.55
278	WK. ZONE PVMT. MARKINGS, 24" (	LF	150.00	50.00	24.00	74.00	8.00	192.00	592.00
279	WORK ZONE PVMT. MARKINGS, WORD	EA	7.00	4.00	0.00	4.00	185.00	0.00	740.00
280	WORK ZONE PVMT. MARKINGS, ARRO	EA	10.00	5.00	2.00	7.00	185.00	370.00	1,295.00
281	WELL POINT SYSTEM	LF	4,000.00	618.00	0.00	618.00	20.00	0.00	12,360.00
282	ADDITIONAL COST ABOVE MINIMUM	LF	4,000.00	0.00	0.00	0.00	0.01	0.00	0.00
283	WET SAND CONST. FOR SAN SWR.	LF	1,700.00	0.00	230.00	230.00	15.00	3,450.00	3,450.00
284	ADDITIONAL COST ABOVE MINIMUM	LF	1,700.00	0.00	230.00	230.00	0.01	2.30	2.30
285	BYPASS PUMPING, TEMP. MANHOLES	DY	50.00	1.00	0.00	1.00	200.00	0.00	200.00
286	OPEN CUT EXIST. DRVWY. TO INST	SY	545.00	400.00	0.00	400.00	45.00	0.00	18,000.00
287	SAW CUT, REMOVE/REPLACE EXIST.	SY	1,114.00	1,810.98	38.00	1,848.98	45.00	1,710.00	83,204.10
288	SAW CUT, REMOVE/REPLACE EXIST.	SY	644.00	644.00	387.00	1,031.00	40.00	15,480.00	41,240.00
289	16" STRIP OF SOD ADJACENT TO B	LF	28,000.00	628.00	0.00	628.00	0.45	0.00	282.60
290	HYDRO-MULCH SEEDING OF R-O-W &	AC	7.00	0.00	0.00	0.00	1,250.00	0.00	0.00
291	FILTER FABRIC BARRIER	LF	1,018.00	1,546.00	70.00	1,616.00	1.20	84.00	1,939.20
292	INLET PROTECTION BARRIER	EA	76.00	45.00	0.00	45.00	45.00	0.00	2,025.00
293	PROJECT SIGN	EA	1.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00
294	REMOVE/DISPOSE OF EXIST. TREE/	EA	50.00	77.00	0.00	77.00	450.00	0.00	34,650.00
295	RELOCATE EXIST. CHAIN LINK FEN	LF	937.00	238.00	0.00	238.00	10.00	0.00	2,380.00
296	RELOCATE EXIST. BARB WIRE FENC	LF	212.00	212.00	0.00	212.00	6.50	0.00	1,378.00
297	RELOCATE EXIST. SCHOOL FLASHER	EA	2.00	2.00	0.00	2.00	3,800.00	0.00	7,600.00
	Total Base Contract							**489,150.52**	**6,447,381.16**

Change Order: 1 - Change in Contract

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
298C	Construction Surveying Cost	LS	1.00	0.45	0.05	0.50	66,364.50	3,318.20	33,182.23
299C	Install a Conflict Box	LS	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00
300C	Install a Temp. Brick Plug & R	LS	1.00	1.00	0.00	1.00	650.00	0.00	650.00
301C	Additional Traffic Control @ L	LS	1.00	1.00	0.00	1.00	5,724.00	0.00	5,724.00
302CA	Install Low Profile Concrete B	LF	4,800.00	4,800.00	0.00	4,800.00	45.00	0.00	216,000.00
302CB	Relocate Low Profile Concrete	LF	4,200.00	2,400.00	1,340.00	3,740.00	7.00	9,380.00	26,180.00
302CC	Remove Low Profile Concrete Ba	LF	4,800.00	0.00	0.00	0.00	10.00	0.00	0.00
				Total Change Order 1				**12,698.20**	**283,736.23**

Change Order: 2 - Additional Items

303C2	Traffic Control For Detour Wor	LS	1.00	1.00	0.00	1.00	950.00	0.00	950.00
304C2	6" WaterLine Open Cut	LF	18.00	18.00	0.00	18.00	65.00	0.00	1,170.00
305C2	6" WaterLine Trenchless Constr	LF	50.00	50.00	0.00	50.00	100.00	0.00	5,000.00
306C2	12" WaterLine Trenchles Constr	LF	408.00	188.00	0.00	188.00	86.00	0.00	16,168.00
307C2	3" Pump for Storm Sewer Bypass	DAY	5.00	16.00	0.00	16.00	450.00	0.00	7,200.00
308C2	6" Pump for Pond/Storm Sewer B	DAY	10.00	39.00	0.00	39.00	800.00	0.00	31,200.00
				Total Change Order 2				**0.00**	**61,688.00**

Change Order: 3 - Additional Items

309C3	Relocate Gas Meter @ Sta 78+70	LS	1.00	1.00	0.00	1.00	4,565.00	0.00	4,565.00
310C3	SS Bypass Pumping w/ 3" Pump	DAY	11.00	0.00	0.00	0.00	450.00	0.00	0.00
311C3	SS Bypass Pumping w/ 6" Pump	DAY	27.00	7.00	0.00	7.00	800.00	0.00	5,600.00
312C3	18" SS Inside 30" Steel Casing	LS	1.00	1.00	0.00	1.00	19,537.70	0.00	19,537.70
				Total Change Order 3				**0.00**	**29,702.70**

Change Order: 4 - Additional Items

313C4	Remove & Dispose of 48" RCP	LF	180.00	274.00	0.00	274.00	9.00	0.00	2,466.00
314C4	Install Brick Plug on 7' x 4'	LS	1.00	1.00	0.00	1.00	795.00	0.00	795.00
315C4	18" SET 6:1 Slope	EA	2.00	2.00	0.00	2.00	875.00	0.00	1,750.00
316C4	Fence Relocation at Lift Stati	LS	1.00	1.00	0.00	1.00	1,620.00	0.00	1,620.00
317C4	Junction Box for Dual 15" RCP	EA	2.00	5.00	0.00	5.00	1,410.00	0.00	7,050.00
318C4	Add to Modify BB Inlet for Dua	EA	2.00	2.00	0.00	2.00	550.00	0.00	1,100.00
319C4	Add Junctuion Box For 24" RCP	EA	10.00	3.00	0.00	3.00	1,260.00	0.00	3,780.00
				Total Change Order 4				**0.00**	**18,561.00**
				Total Contract and Change Orders				**501,848.72**	**6,841,069.09**

--Continued on Next Page--

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

Pay Application	Date	Invoice Number	Contract
15	05/31/2008	06-106915	PO 04300003537

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

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

Billing Summary for Contract 06-1069

	Current	To Date
Total Completed:	501,848.72	6,841,069.09
Stored Material To Date:	0.00	0.00
Sales Tax:	0.00	0.00
Less Retainage:	50,184.87	684,106.91
Balance:	451,663.85	6,156,962.18
Less Previous Payments:		5,705,298.33
Less Back Charges:		
Total Due This Invoice:	451,663.85	451,663.85

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

In consideration of payment of FOUR HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-THREE AND 85/100 ($ 451,663.85) and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contractor or any constitutional lien that the undersigned my have.

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

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

Date: 5/30/2008

By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of May, 2008,

Tiffany Galvan

My Commission Expires: (SEAL)

Notary Public in and for the State of Texas

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

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 15.doc

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

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

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

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

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

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

Date: 5/30/2008

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

STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of May, 2008.

Tiffany Galvan
Notary Public in and for the State of Texas

My Commission Expires: (SEAL)

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

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 15.doc

11 D

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

Date Submitted: 06/04/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment on Invoice No. 2860 in the amount of $15,886.25 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:

- 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):

AS PER ORIGINAL

PAS PROPERTY ACQUISITION SERVICES, INC.

May 31, 2008
Invoice No. 2860

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

Right-of-Way Agent	75.00	208.75	15,656.25
Right-of-Way Assistant	40.00	5.75	230.00
Totals		**214.50**	

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

Total $ 15,886.25

CONTRACTOR BILLING SUMMARY		
Estimated Cost	$	850,000.00
Previous Amount Invoiced	$	645,300.84
Previous Funds Available	$	204,699.16
Current Amount Invoiced	**$**	**15,886.25**
Remaining Funds Available	$	188,812.91

APPROVED
Ronald Rosenberg

Terms: Total due upon receipt

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: FM 1464

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	97.50	7,312.50
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**99.50**	[redacted]

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

Total **$ 7,392.50**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Greenbusch

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

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	34.25	2,568.75
Right-of-Way Assistant	40.00	1.00	40.00
Totals		**35.25**	[redacted]

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

Total **$ 2,608.75**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Flewellen

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	19.50	1,462.50
Right-of-Way Assistant	40.00	1.00	40.00
Totals		**20.50**	

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

Total $ 1,502.50

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Gaston

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	10.00	750.00
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**10.25**	[redacted]

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	[redacted]

Total **$ 760.00**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Trammel Fresno

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	7.50	562.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**7.75**	

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

Total **$ 572.50**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Voss Road

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

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	0.75	56.25
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**1.00**	[redacted]

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	[redacted]

Total **$ 66.25**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Ransom Rd

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	0.25	18.75
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**0.50**	

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

Total **$ 28.75**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: FM 359

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	11.25	843.75
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**11.50**	

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

Total $ 853.75

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Cottonwood Church Rd

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

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	4.50	337.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**4.75**	[redacted]

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

Total **$ 347.50**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Bond

Work Requested:

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	23.25	1,743.75
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**23.50**	[redacted]

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	[redacted]

Total **$ 1,753.75**

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

PROJECT TIMESHEET
FORT BEND COUNTY

CHRIS PROVENCE
NAME: (please print)

6/2/2008
Date

FM 1464												2.00	1.00						1.00	1.00							5.00
FM 359																											0.00
Ransom Road																											0.00
																											0.00
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Employee Signature

9/2/2008
Date

Manager Signature

6-2-08
Date

AS PER ORIGINAL

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

PROJECT TIMESHEET
FORT BEND COUNTY

Chris Mayfield
NAME: (please print)

5/31/2008
Date

FM 1464	0.50	0.50			0.50	0.75	0.50		1.50			0.50		0.25	1.25				0.25		0.25						2.75			1.00		10.50
FM 359																																0.00
Ransom Road																																0.00
Greenbusch Road							2.25						0.50																			2.75
Katy Flewellen Road							2.75																									2.75
Katy Gaston						0.50			0.25																							0.75
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	0.50	0.50	0.00	0.00	0.50	1.25	5.50	0.00	1.75	0.00	0.00	0.50	0.50	0.25	1.25	0.00	0.00	0.00	0.25	0.00	0.25	0.00	0.00	0.00	0.00	0.00	2.75	0.00	0.00	1.00	0.00	

Chris Mayfield
Employee Signature

5/31/2008
Date

Mark Heath
Manager Signature

6-2-08
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINA

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

PROJECT TIME SHEET
Fort Bend County

Paul Heidaker
NAME: (please print)

5/30/08
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below a number of hours worked each day on each current project which you are assigned																															
FM 1464 (Simon Ferrel, Mona Ferrel and Benina Ferrel)						1.50		0.50				1.00	0.75		2.00					1.00		1.00					1.00	0.50	1.75	2.00		13.00
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																																13.00

Employee Signature

5-30-08
Date

Manager Signature

6-2-08
Date

Property Acquisition Services, Inc.

AS PER ORIGINA

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

PROJECT TIME SHEET
Fort Bend County

Mark Davis
NAME: (please print)

5/30/2008
Date

Trammel Fresno	0.75												2.25	1.75							0.25									5.00
Harlem Road																														0.00
FM 1464	2.25				1.50		5.75	0.25	4.25			4.75		0.50	2.25	3.25			2.75	0.50	0.75	3.25	2.25				0.25	1.25				35.75
Voss Rd.																														0.00
Moffet Road Extension																														0.00
F.M. 762																														0.00
Ransom Rd.																										0.25				0.25
F.M. 359		4.75			2.25																									7.00
Cottonwood Church Road																				0.75										0.75
Green Busch	0.25	0.75			0.50	3.25		0.25				0.50		0.75					2.75		0.75	0.25				0.75			0.50		11.25
Katy Flewellen								0.75					3.25			0.75				5.25		2.25	0.25				0.50				13.00
Katy Gaston																				1.25	2.75	0.75	1.50								6.25
Bond																							3.75				6.50	5.75		7.25		23.25
																															0.00
																															0.00
																															0.00
																															0.00

Employee Signature

5/30/08
Date

Manager Signature

6-2-08
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINAL

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

PROJECT TIME SHEET
Fort Bend County

Shelly Johnson
NAME: (please print)

5/31/08
Date

FM 1464 Phase I	3.50	0.25			0.75	1.50	0.50	0.75	0.50			1.00	2.00	0.75		0.50			1.00		1.25					1.25					15.50
FM 1464 Phase II	1.50					0.50						0.50																			2.50
Trammel Fresno																															0.00
Ft. Bend Bridge/Cottonwood Church Rd.					0.75	1.50	0.25									1.00															3.50
FM 359														0.50		1.50															2.00
Greenbusch	0.50													2.50	6.50											2.00	1.00	3.00			15.50
Voss Rd.																			0.75												0.75
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Employee Signature

5/30/08
Date

Manager Signature

5/30/08
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINAL

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)

5/30/08
Date

FM 1464	1.50				0.50		1.75		1.50			2.25			1.25	0.75			2.25			1.50	1.00				0.25	0.75				15.25
FM 359		1.50				0.75																									2.25
Green Busch		0.50			0.50	1.25													1.75		0.25	0.50									4.75
Trammel Fresno	0.25												1.50	0.75																	2.50
Katy Flewellen								0.25					1.25							2.25											3.75
Katy Gaston																				0.75	1.50	0.25	0.50								3.00
Harlem Road																															0.00
Cottonwood Church Road																				0.25											0.25
																															0.00
																															0.00
																															0.00
																															0.00

Employee Signature

Date
6-2-08

Manager Signature

Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINAL

11 E

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Center Point Entex

Job Location South Firethorne

Dated 5/28/08 Bond No. 22-022-417, Permit No. 83517

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator/Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court

By _____
Deputy

Revised 2.25.2005

ccreview

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

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

PERMIT NO. 083517

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

✓ (1) Complete Application Form.
- ✓ a. Name of road, street, and/or drainage ditch affected.
- ✓ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

✓ (2) Bond: _____
- ✓ District Attorney, approval when applicable.
- ✓ Perpetual bond currently posted.
  No. 22-022-417
  Amount $50,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable.

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

J. Ortega 5/28/08

Johnny Ortega CFM, Permit Administrator — Date

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

APPLICANT'S JOB NO. _____
PERMIT NO. 83517 PCT. NO. 3
BOND NO. 22-022-417

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored: Jacked: Driven: Cased			
S. Firethorne Rd.	745' W of W row of Texas Laurel Dr.	70'	X			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance
S Firethorne Rd.	At W row of Texas Laurel	755' W of W row of Texas Laurel Dr.	755'

General Description

A 6" I.P. Plastic natural gas line along and crossing S. Firethorne Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Firethorne Sec.15 - Drawing. No. EB5-08580.**

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
AGENT and / or OWNER

_____
(Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
(Please Print)

DATE: _____

ADDRESS: 1301 Travis – Rm. 714
(Street / P.O. Box)

Houston Texas 77002
City State Zip

TELEPHONE NO: (713) 207-4265 – Carter Hood
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91
C:\WP51\FORM\PERMIT\CCPLA\PRMITAPP

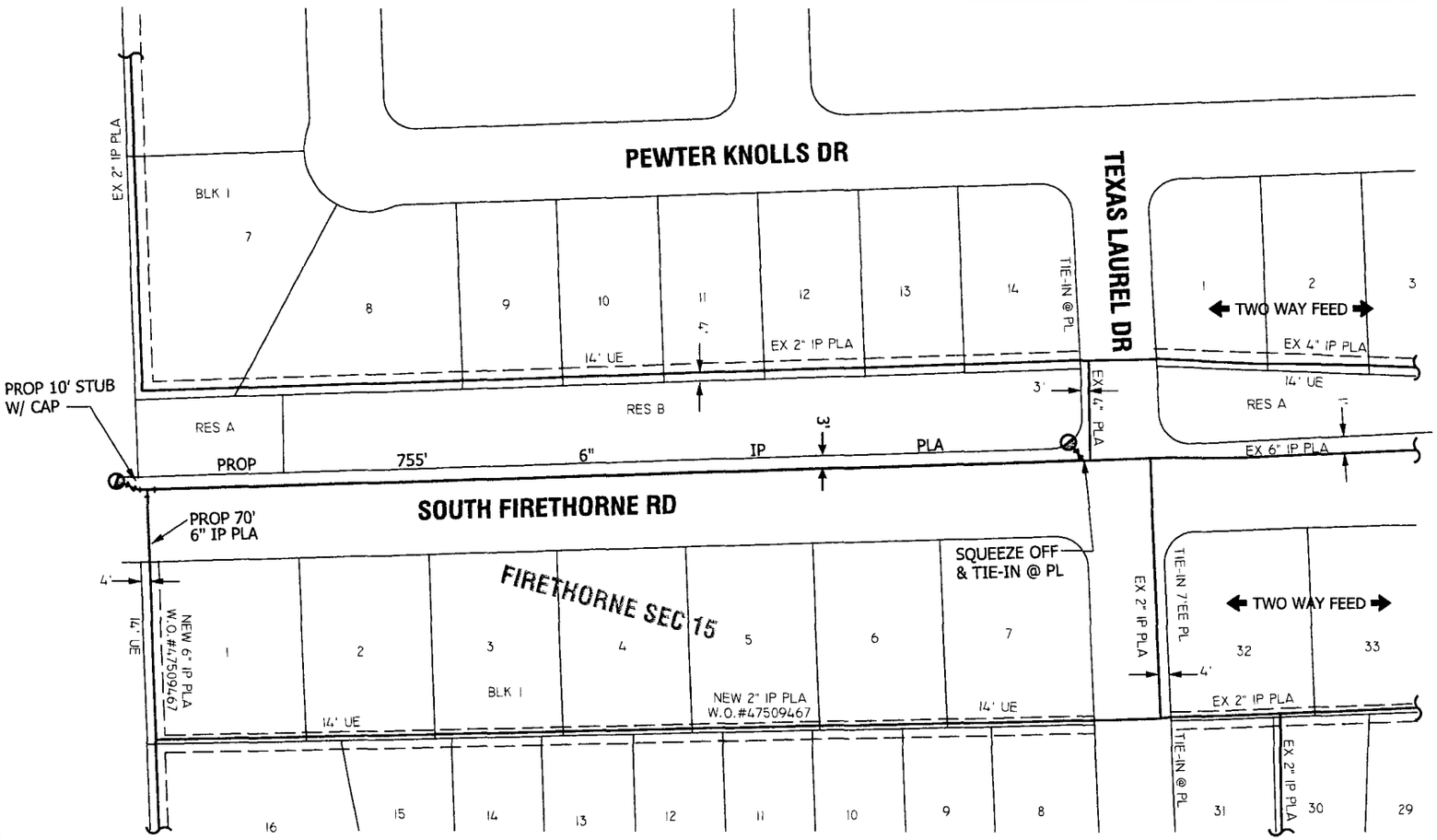
GAS STAKING

JOB NO:_____ BY:_____ DATE:_____
ESMTS. DED. BY:_____ ESMT. DOCUMENTS:_____
MONUMENTATION FND.:_____ PLAT DISTS. CHK.=D:_____
ESMTS. NEEDED AT:_____

NON-STD. STAKING:_____ REASON:_____

LOT NUMBER CHART

MATERIAL NUMBER	SECTION	MAIN	FOOTAGE	PIPE CAT.	LOT NUMBER	FUSION METHOD
	A					EF BF SF SDL MECH
	B					EF BF SF SDL MECH
	C					EF BF SF SDL MECH
	D					EF BF SF SDL MECH
	E					EF BF SF SDL MECH
	F					EF BF SF SDL MECH
	G					EF BF SF SDL MECH
	ALL					EF BF SF SDL MECH



LEGEND AND NOTES

EXIST. MAIN _____
PROP. 6" PLA. _____ 825'
W.O. # 47509342
PROP. 5# ANODE

1- ALL STREETS ARE 60' R.O.W. UNLESS OTHERWISE NOTED.
2- GAS MAINS ARE IN STANDARD " JOINT TRENCH LOCATION". REFER TO EA4-98259,EA4-98236 & EA4-98224.

TEST PRESSURE 100 PSIG

F:29940710	O:29880704	KM:483-L	LAMBERT:4256B2	Z:	SZ:504	TC:050	SOG:00151

DESIGNED BY: C.HOOD	713-207-4265
ESTIMATED COST:	CONTRIBUTION:
DATE NEEDED:	
PURPOSE AND NECESSITY: TO SERVE FIRETHORNE SECTION 15.	
RECOMMENDED BY:	DATE:
APPROVED BY: JOE MAAS	DATE: 5/19/2008

APPROACH 6" PLA. MAIN TO SERVE FIRETHORNE SECTION 15

CenterPoint Energy
Houston Gas Engineering

FRANCES MAREK
DATE: 5/16/2008
SCALE: 1"=100'
SHEET:
DWG NO: EB5-08580

5/20/2008 10:11:32 AM N:\Revenue 2008\EB5\08580.dgn

11 F

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of CenterPoint Entex

Job Location Jeske

Dated 5/29/08 Bond No. 22-022-417, Permit No. 83518

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator/Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court

By _____
Deputy

Revised 12 25 2006

ccreview

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

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

PERMIT NO. 083518

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

✓ (1) Complete Application Form.
- ✓ a. Name of road, street, and/or drainage ditch affected.
- ✓ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

✓ (2) Bond: _____
- ✓ District Attorney, approval when applicable.
- ✓ Perpetual bond currently posted.
  No. 22-022-417
  Amount $50,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable.

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

John Ortega
Johnny Ortega CFM/ Permit Administrator

5/29/08
Date

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

APPLICANT'S JOB NO.
PERMIT NO. 83518 PCT. NO. 1
BOND NO. 22-022-417

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored: Jacked: Driven: Cased			
Jeske Rd.	At E. row of SH.36	80'	X			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance
Jeske Rd.	At E row of SH.36	2859' E of E row of SH.36	2859'

General Description

A 4" I.P. Plastic natural gas line crossing and a 2" I.P. plastic along Jeske Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Tejas Lakes Sec.1 - Drawing. No. EY5-08134.**

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
AGENT and / or OWNER

Terry Kuchar
(Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
(Please Print)

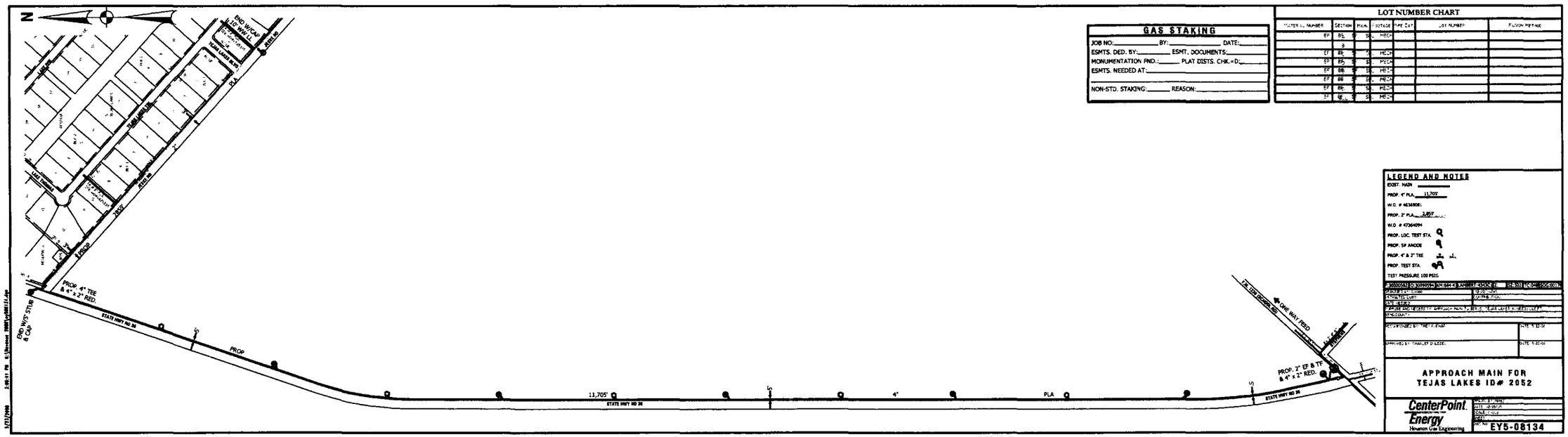
DATE: 5-23-08

ADDRESS: 1301 Travis – Rm. 714
(Street / P.O. Box)

Houston Texas 77002
City State Zip

TELEPHONE NO: (713) 207-4265 – Carter Hood
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91
C:\WP51\FORM\PERMIT\CCPLA\PRMITAPP


N
END W/OP TO NEW LP
TEJAS LAKES ID 2052
PLA
EXIST 4"
EXIST 2"
MAIN LINE
MAIN LINE
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of CenterPoint Energy

Job Location Alief - Clodine

Dated 5/30/08 Bond No. 22-022-417, Permit No. 83519

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator/Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court

By _____
Deputy

Revised 07 25 2013

ccreview

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

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

PERMIT NO. 083519

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

✓ (1) Complete Application Form.
- ✓ a. Name of road, street, and/or drainage ditch affected.
- ✓ b. Vicinity map showing course of direction.
- ____ c. Plans and specifications.

✓ (2) Bond: _____
District Attorney, approval when applicable.
- ✓ Perpetual bond currently posted.
  No. 22-022-417
  Amount $50,000.
- ____ Performance bond submitted.
  No. _____
  Amount _____
- ____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

____ (4) _____
Drainage District Approval when applicable.

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

J. Ortega — 5/30/08

Johnny Ortega CFM/ Permit Administrator — Date

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

APPLICANT'S JOB NO. 44601334
PERMIT No. 33519 PCT. No. 3
BOND No. 22-022-417

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Case
ALIEF CLODINE	400' WEST OF FM 1464	290'	✓	✓		✓

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

INSTALL (BORE) 61' OF 8-4" PVC CONDUIT IN 24" STEEL CASING UNDER ALIEF CLODINE. OPEN TRENCH 190' WITH 8-4" CONCRETE ENCASED IN CONCRETE

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CENTER POINT ENERGY
AGENT and/or OWNER

(Signature)

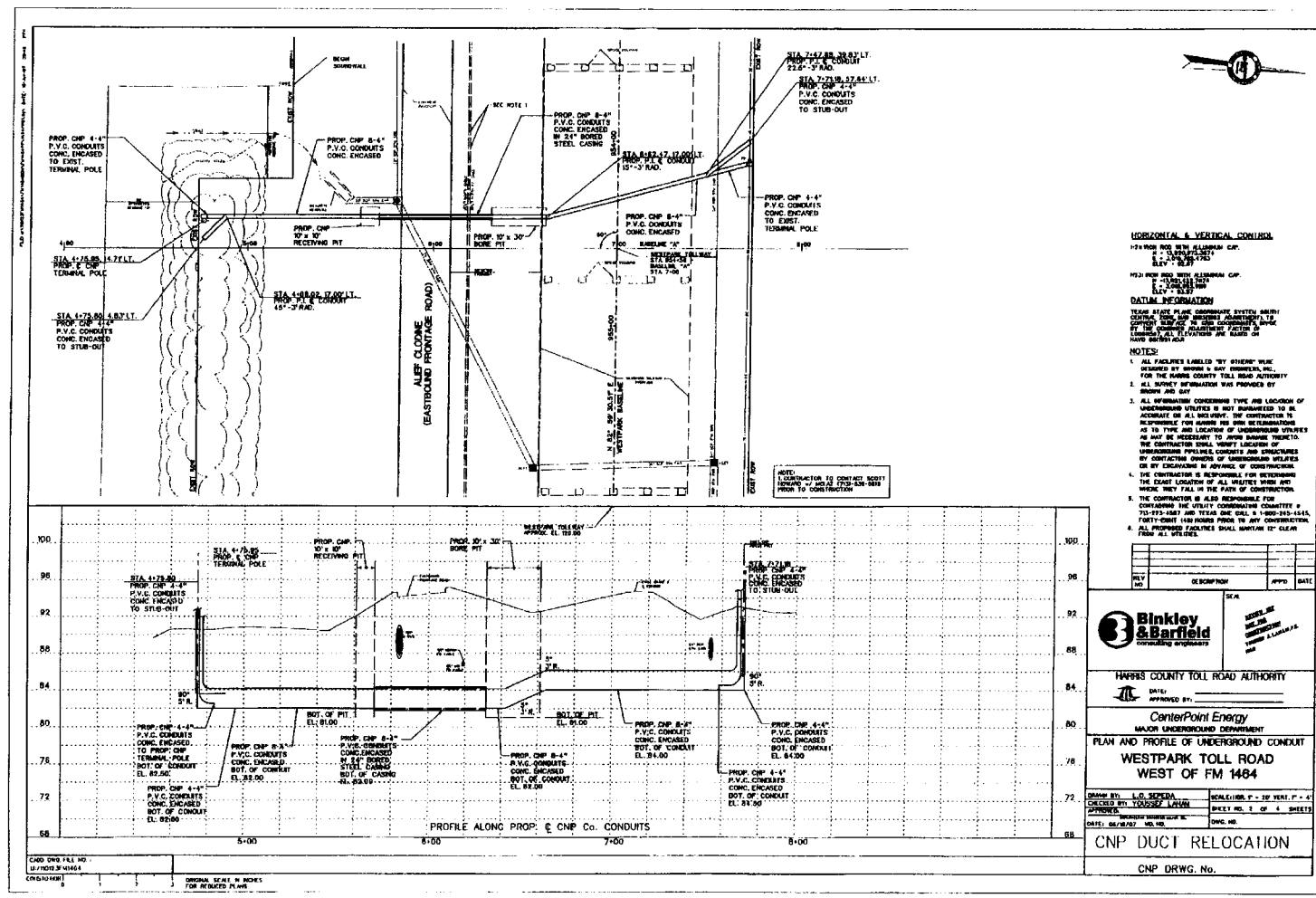
NAME & TITLE: GLEN DISHEROON SR ENGR. SPECIALIST
(Please Print)

DATE: MAY 30 2008

ADDRESS: 3000 A HARRISBURG
(Street/P.O. Box)

HOUSTON TX 77003
City State Zip

TELEPHONE NO: 713-207-6165
(accessible 24 hrs/day, 7 days/week)



HORIZONTAL & VERTICAL CONTROL

H1 is IRON ROD WITH ALUMINUM CAP.
N = 13,858,215.3674
E = 3,010,705.1763
ELEV. = 86.27

H131 IRON ROD WITH ALUMINUM CAP.
N = 13,858,181.7609
E = 3,010,705.0960
ELEV. = 84.81

DATUM INFORMATION

TEXAS STATE PLANE COORDINATE SYSTEM (NAD83) CENTRAL ZONE. NAVD (GEOID03 ADJUSTMENT). ALL CONTROL SURVEY TO BE CONSISTENTLY DERIVED BY THE GEOID03 ADJUSTMENT FACTOR OF 1.000099711. ALL ELEVATIONS ARE BASED ON NAVD 88(1991) ADJ.

NOTES:

1. ALL FACILITIES LABELED "BY OTHERS" WERE DESIGNED BY BROWN & GAY ENGINEERS, INC., FOR THE HARRIS COUNTY TOLL ROAD AUTHORITY
2. ALL SURVEY INFORMATION WAS PROVIDED BY BROWN AND GAY
3. ALL INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND PIPELINES, CONDUITS AND STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES OR BY EXCAVATING IN ADVANCE OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES WHEN AND WHERE THEY FALL IN THE PATH OF CONSTRUCTION.
5. THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTACTING THE UTILITY COORDINATING COMMITTEE @ 713-223-4567 AND TEXAS ONE CALL @ 1-800-245-4545, FORTY-EIGHT (48) HOURS PRIOR TO ANY CONSTRUCTION.
6. ALL PROPOSED FACILITIES SHALL MAINTAIN 12" CLEAR FROM ALL UTILITIES.

FILE NO.	DESCRIPTION	APPD	DATE

Binkley & Barfield consulting engineers

SEAL

HARRIS COUNTY TOLL ROAD AUTHORITY

DATE/ APPROVED BY: _____

CenterPoint Energy
MAJOR UNDERGROUND DEPARTMENT

PLAN AND PROFILE OF UNDERGROUND CONDUIT

WESTPARK TOLL ROAD
WEST OF FM 1464

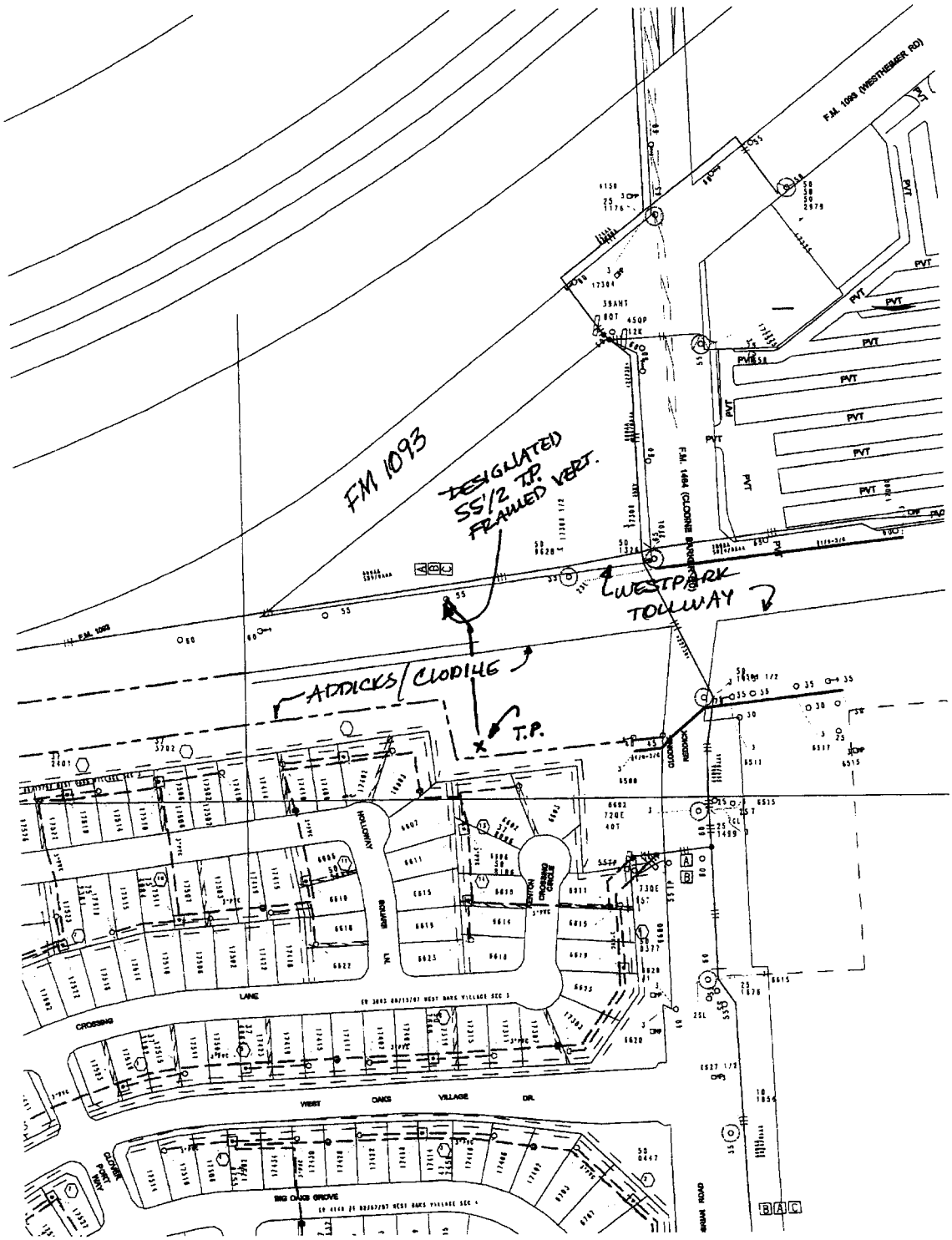
DRAWN BY: L.O. SEPEDA	SCALE: HOR. 1" = 20' VERT. 1" = 4'
CHECKED BY: YOUSSEF LAHLOU	SHEET NO. 2 OF 4 SHEETS
APPROVED:	DWG. NO.
DATE: 06/18/07 WO. NO.	

CNP DUCT RELOCATION

CNP DRWG. No.

CAD DWG. FILE NO.: U:\1010.3F\1464

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS


FM 1093
DESIGNATED
55'/2 T.P.
FRAMED VERT.
WESTPARK
TOLLWAY
ADDICKS/CLODINE
T.P.
F.M. 1093 (WESTHEIMER RD)
F.M. 1464 (CLODINE AVENUE)
HOLLOWAY
BOWLINE
LANE
CROSSING
WEST OAKS VILLAGE DR.
BIG OAKS GROVE
CLODINE POINT WAY
MIRAMI ROAD
PVT

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of JUNE, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of EARTHMOVIN LASER LANDFORMING, INC. / CHESTON & CHERYL ZWAHR

Job Location BEADLE LANE

Dated 5/30/08 Bond No. RSB4064881, Permit No. 83520

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court

By _____
Deputy

Revised 02/25/2008

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

AUTHORIZED

BOND NO RSB4064881

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, EARTHMOVIN LASER LANDFORMING, INC. **whose address is** 11614 FM 361, Richmond **,Texas, hereinafter called the Principal, and** R.L.I. Surety **, a Corporation existing under and by virtue of the laws of the State of** Illinois **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** PEORIA, ILLINOIS **, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** RLI **and whose address is** 909 LAKE CAROLYN PKWY, IRVING, TEXAS **hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** FIVE THOUSAND **Dollars ($** 5,000 **) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

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

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

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

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

EXECUTED this 12th **day of** May **,20** 08 **.**

EARTHMOVIN LASER LANDFORMING, INC.
PRINCIPAL

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

BY

R.L.I. SURETY
SURETY

Mary Ann Frayless
BY

C:\Documents and Settings\harneshe\Local Settings\Temp\PERFBOND.P01.doc

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

POWER OF ATTORNEY
(Irrevocable)

BOND NO. RSB4064881

Know All Men by These Presents:
That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.
That **RLI Insurance Company,** an Illinois corporation, does hereby make, constitute and appoint:

MARY ANN GRAYLESS

in the City of Richmond, State of Texas its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following bonds.

An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:	AUTHORITY LIMIT
(A) FIDUCIARY	
ADMINISTRATOR'S, PERSONAL REPRESENTATIVE'S AND EXECUTOR'S	$500,000
GUARDIAN'S, CONSERVATEE'S OR CONSERVATOR'S OF INCOMPETENT ADULTS	$250,000
BANKRUPTCY TRUSTEE'S OR RECEIVER'S TO LIQUIDATE	$250,000
REFEREE'S TRUSTEE'S, AND COMMISSIONER'S TO SELL REAL ESTATE	$250,000
RECEIVER'S IN STATE COURT ONLY	$ 50,000
TESTAMENTARY TRUSTEE'S	$ 50,000
GUARDIAN'S OR CONSERVATOR'S OF MINORS	$ 10,000
(B) COURT	
PLAINTIFF'S BOND (EXCEPT RESTRAINING ORDER, INJUNCTION AND BAIL BONDS)	$ 25,000
(FOR BANKS)	$200,000
DEFENDANT'S BOND	No Authority
(C) LICENSE AND PERMIT	
COUNTY, CITY, TOWN, VILLAGE OR OTHER MUNICIPALITY AS OBLIGEE	$ 25,000
STATE AS OBLIGEE (Except the following bonds)	No Authority
SPECIAL FUEL USER BOND	$ 5,000
CERTIFICATE OF TITLE	$15,000
OUTDOOR ADVERTISER	$10,000
PERSONNEL EMPLOYMENT ASSISTANCE	$ 5,000
PUBLIC WEIGHER	$ 5,000
SUPERHEAVY, OVERSIZED OVER AXLE, OVER GROSS WEIGHT TOLERANCE PERMIT	$15,000
XXXX

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83520 (County Use Only)

Applicant Name CHESTON; CHERYL ZWAHR

Applicant Mailing Address 1911 PILGRIMAGE CT.

City RICHMOND State TX Zip 77469

Home Phone (281)-232-6281 Daytime Phone (281) 850-3954

Property Owner's Name SAME AS ABOVE Phone _____

Property Owner's Mailing Address _____

City _____ State _____ Zip _____

LOCATION OF PROPERTY

Subdivision _____ Sec _____ Lot _____ Blk _____

Physical Address 4237 FM 723 RICHMOND, TX 77469

(ATTACH A SITE MAP) Beadle Rd

SITE USE

Driveway Curb & Gutter Section ☐ Driveway - Open Ditch Section ☑

Culvert Only ☐

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 1

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

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

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

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

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

Cheston Zwahr 5/29/08

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

CHESTON ZWAHR

Printed Name

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

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

PERMIT NO. 083520

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

✓ (1) Complete Application Form.
- ✓ a. Name of road, street, and/or drainage ditch affected.
- ✓ b. Vicinity map showing course of direction.
- ____ c. Plans and specifications.

✓ (2) Bond: _____
District Attorney, approval when applicable.
- ____ Perpetual bond currently posted.
  No. _____
  Amount _____
- ✓ Performance bond submitted.
  No. RSB4064881
  Amount $5,000.
- ____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

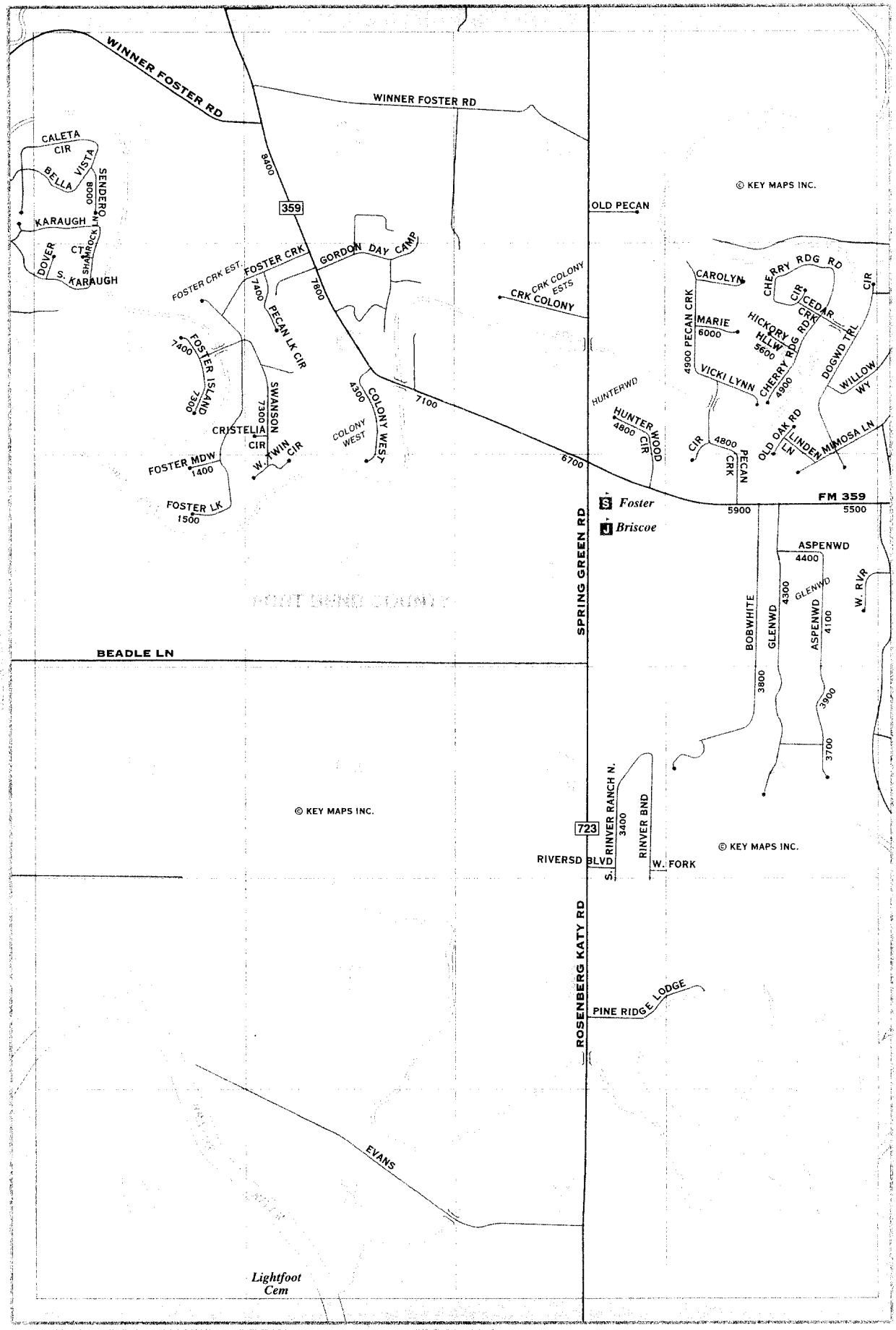
_____ _____
Precinct Commissioner Acknowledgment — Date

____ (4) _____
Drainage District Approval when applicable.

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

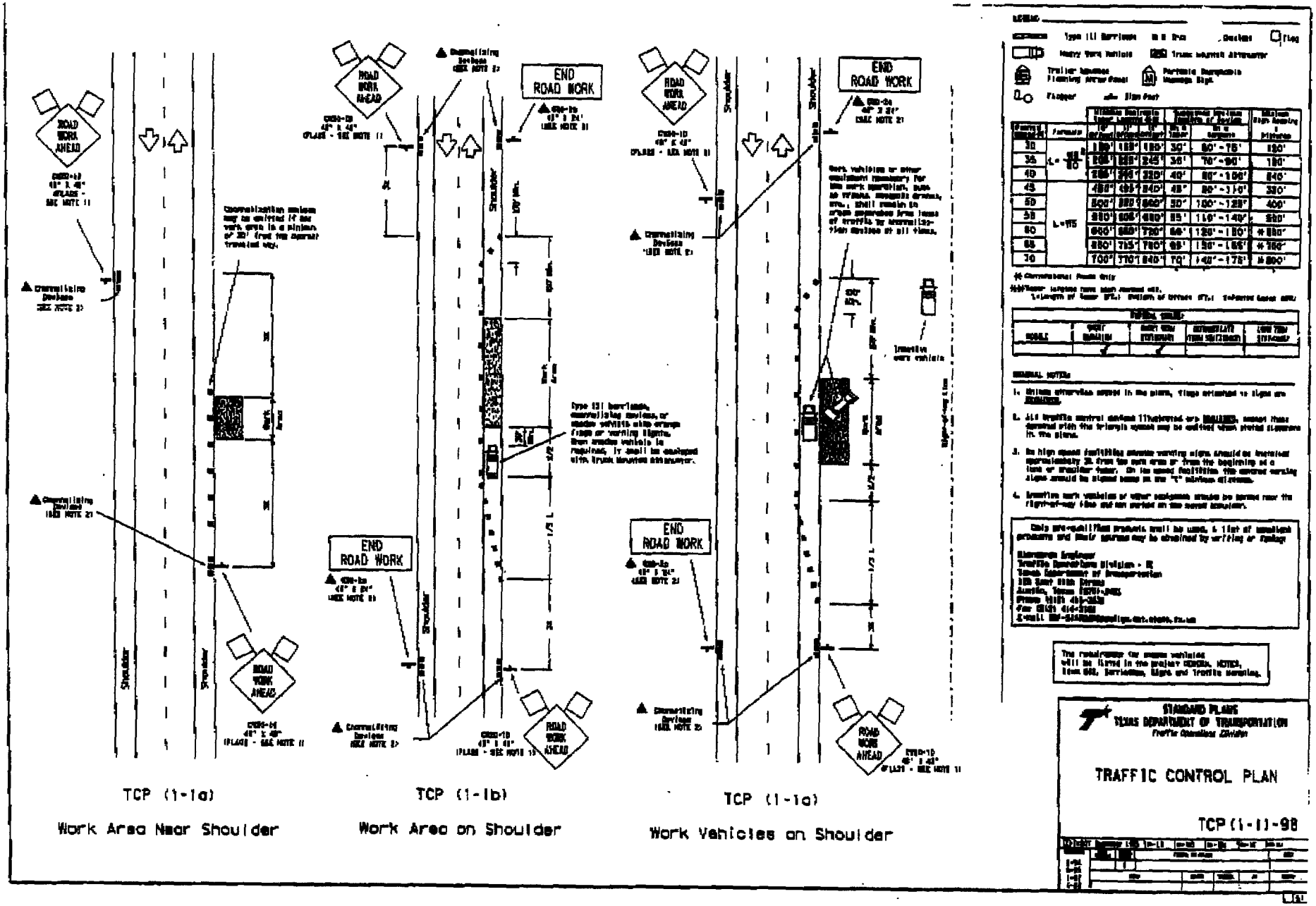
J. Ortega 5/30/08

Johnny Ortega CFM/ Permit Administrator — Date


WINNER FOSTER RD
WINNER FOSTER RD
CALETA CIR
BELLA VISTA
SENDERO
8000
KARAUGH
DOVER CT
SHAMROCK LN
S. KARAUGH
8400
359
OLD PECAN
© KEY MAPS INC.
FOSTER CRK EST
FOSTER CRK
GORDON DAY CAMP
7400
7800
PECAN LK CIR
CRK COLONY ESTS
CRK COLONY
CAROLYN
CHERRY RDG RD
CIR
CEDAR CRK
MARIE
6000
HICKORY HLW
9600
CHERRY RDG RDG
4900 PECAN CRK
VICKI LYNN
4900
DOGWD TRL
WILLOW WY
HUNTERWD
HUNTER WOOD
4800
CIR
OLD OAK LN
LINDEN
MIMOSA LN
PECAN CRK
FOSTER ISLAND
7300
SWANSON
CRISTELLA CIR
W. TWIN CIR
FOSTER MDW
1400
FOSTER LK
1500
4300
COLONY WEST
7100
6700
FM 359
5900
5500
Foster
Briscoe
SPRING GREEN RD
ASPENWD
4400
BOBWHITE
GLENWD
4300
GLENWD
ASPENWD
4100
W. RVR
3800
3900
3700
BEADLE LN
© KEY MAPS INC.
723
RIVERSD BLVD
S. RINVER RANCH N.
3400
RINVER BND
W. FORK
© KEY MAPS INC.
ROSENBERG KATY RD
PINE RIDGE LODGE
EVANS
Lightfoot Cem

AS PER ORIGINAL

05/27/2008 14:49 FAX 001/008



LEGEND

Type III Barricade Sign Channelizing Device Flag

Heavy Work Vehicle Truck Mounted Attenuator

Trailer Mounted Flashing Arrow Panel Portable Changeable Message Sign

Flagger One Way Road

Speed (MPH)	Formula	Minimum Desirable Taper Lengths (Rounded for Use)			Maximum Spacing Between Channelizing Devices in Tangent		Minimum Sign Spacing
		10' Offset	11' Offset	12' Offset	10' or Narrower	11' & Wider	
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60' - 75'	120'
35		205'	225'	245'	35'	70' - 90'	160'
40		270'	295'	320'	40'	80' - 100'	240'
45	$L = WS$	450'	495'	540'	45'	90' - 110'	330'
50		500'	550'	600'	50'	100' - 125'	400'
55		550'	605'	660'	55'	110' - 140'	500'
60		600'	660'	720'	60'	120' - 150'	* 600'
65		650'	715'	780'	65'	130' - 165'	* 700'
70		700'	770'	840'	70'	140' - 175'	* 800'

* Conventional Roads Only

Minimum lengths have been rounded off.
L = Length of Taper (Ft.) W = Width of Offset (Ft.) S = Posted Speed (MPH)

TYPICAL USAGE				
ROAD	WORK DURATION	WORK NEAR SHOULDER	INTERMEDIATE (FROM 5 TO 7 DAYS)	LONG TERM (STATIONARY)

GENERAL NOTES

1. Unless otherwise noted in the plans, flags attached to signs are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except that operation with the triangle omitted may be omitted when shown in the plans.
3. On high speed facilities advance warning signs should be located approximately 2L from the work area or from the beginning of a lane or shoulder taper. On low speed facilities the advance warning signs should be placed same as the "L" distance distance.
4. Incentive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.

Only pre-qualified products will be used. A list of acceptable products and their sources may be obtained by writing or phoning:

Maintenance Engineer
Traffic Operations Division - MC
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3200
Fax (512) 416-3209
E-mail TRF-SIGNS@mailgw.dot.state.tx.us

The requirements for arrow vehicles will be found in the primary SIGNAL NOTES, Item 644, Barricades, Signs and Traffic Handling.

STANDARD PLAN
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

TRAFFIC CONTROL PLAN

TCP (1-1)-98

11 I

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of TOPIQUE CONSTRUCTION

Job Location MASON ROAD

Dated 06/03/08 Bond No. 5021774, Permit No. 83521 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Shanna Fion
Deputy

(REVISED 5/30/08)

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

BOND NO 5021774

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, TopIQue Associates, Inc. **whose address is** P.O. Box Houston, TX 77255**, Texas, hereinafter called the Principal, and** SureTec Insurance Company**, a Corporation existing under and by virtue of the laws of the State of** Texas **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** 952 Echo Lane, Suite 450 Houston, TX 77024**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** Steven D. Nelson **and whose address is** 9737 Great Hills Trail, Suite 320, Austin, TX 78759**, hereinafter called the Surety, are held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** Five Thousand Dollars ($ 5,000.00) **current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

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

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

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

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

EXECUTED this 30th **day of** May**,** 2008**.**

TopIQue Associates, Inc.
PRINCIPAL

BY

SureTec Insurance Company
SURETY

BY Kimberly J. Smith, Attorney in Fact

C:\Documents and Settings\harneshe\Local Settings\Temp\PERFBOND.P01.doc

AS PER ORIGINAL

POA #: 5021774

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kimberly J. Smith

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: TopIQue Associates, Inc.
Obligee: Fort Bend County Judge
Amount: $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of April, A.D. 2007.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 1st day of April, A.D. 2007 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

RHONDA MCCARY
Notary Public, State of Texas
My Commission Expires
September 11, 2010

Rhonda McCary
Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of May, 2008, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

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

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083521

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

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- X c. Plans and specifications.

X (2) Bond: _____
District Attorney, approval when applicable.
- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. 5021774
  Amount $5,000.00
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 06/03/2008
Johnny Ortega CFM, Permit Administrator — Date
(REVISED 5/30/08)

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

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

APPLICANT INFORMATION **Application No.** 83521 (County Use Only)

Applicant Name TOPIQUE CONSTRUCTION

Applicant Mailing Address P.O. BOX 941683

City HOUSTON State TX Zip 77294

Work Phone 713-461-1394 Daytime Phone 713-826-4572

Property Owner's Name Ahmed. H. Jafferally Phone _____

Property Owner's Mailing Address 17322 Spring Cypress Rd

City Cypress State TX Zip 77429

LOCATION OF PROPERTY

Subdivision Toledo Station Subdivision Sec _____ Lot _____ Blk _____

Physical Address 2320 S. Mason Rd.

(ATTACH A SITE MAP)

SITE USE

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

Culvert Only _____

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 2

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

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

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

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

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

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

_____ 6-3-08
Signature of Applicant, Agent or Attorney **Date**

MICHAEL MEEKS
Printed Name

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of DEBO HOMESLLC/J C HERNANDEZ

Job Location SOPIE WAY

Dated 06/03/08 Bond No. 337365, Permit No. 83522 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fior
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083522

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

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

X (2) Bond: _____
District Attorney, approval when applicable.
- X Perpetual bond currently posted.
  No. 337365
  Amount $50,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 06/03/2008
Johnny Ortega CFM / Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ROAD & BRIDGE

CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS

RESIDENTIAL PIPE PERMIT APPLICATION

P.O. BOX 148 • 201 PAYNE LANE

RICHMOND, TX 77406-0148

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

83522

APPLICANT INFORMATION

Applicant Name DEBO Homes LLC.

Applicant Mailing Address 1108 FM 2977

City Richmond, State TX Zip 77469.

Home Phone (281)342-3528 Daytime Phone 713-545-0184 Pager _____

Property Owner's Name Same as above - Phone _____

Property Owner's Mailing Address _____

City _____ State _____ Zip _____

LOCATION OF PROPERTY

Subdivision Rosemeadow Physical Address 10903 Sophie Way Needville, TX 77461

Precinct ____

SITE USE

Is there an existing driveway? Yes ☐ No ☑ Length of property frontage 154' ft.

New driveway ☑ Yes. Add on ☐

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 1

We will only set the following pipe types: Concrete (tongue & groove), Corrugated Galvanized (all riveted) or Polyethylene.

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*
- **Other permits may be required for development. Please contact the Fort Bend County Engineering Department for information on Building and Floodplain permits as well as the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**
- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

_____ 5-3-08

Signature of Homeowner **Date**

_____

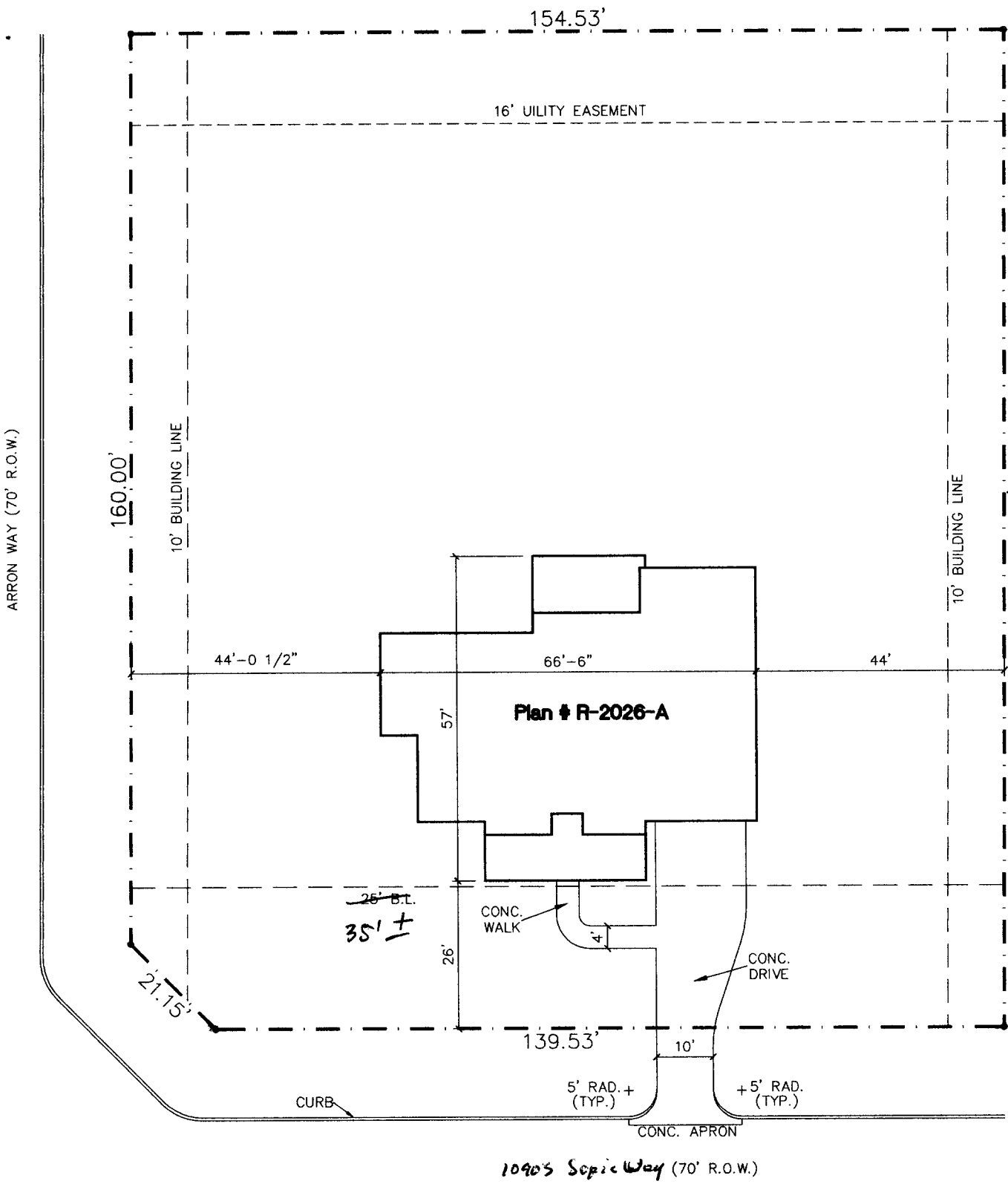
Signature of City (if applicable) **Date**

FOR COUNTY USE ONLY

Pipe size _____ Pipe sized by _____ Date sized _____

Date signed application was received _____ Received by _____

Fee collected _____ Permit Number _____



SITE PLAN

SCALE: 1" = 20'-0"

LOT – 6
BLK – 12
SEC – 3

Rose Meadow Sub'd.

NOTE: PROVIDE FOR TYPE "A" DRAINAGE.

North

DATE: 06/02/08

11 K

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of June, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of BASS CONSTRUCTION CO., INC.

Job Location FARMER ROAD

Dated 06/03/08 Bond No. 61BSBEHO594, Permit No. 83523 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 6-10-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083523

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

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

X (2) Bond: _____
District Attorney, approval when applicable.
- X Perpetual bond currently posted.
  No. 61BSBEH0594
  Amount $50,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 06/03/2008
Johnny Ortega CFM / Permit Administrator — Date
(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

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

Applicant Name BASS CONSTRUCTION CO., INC

Applicant Mailing Address 1124 DAMON ST.

City ROSENBERG State TX Zip 77471

Home Phone 281-342-2022 Daytime Phone 281 342-2022

Property Owner's Name CITY OF RICHMOND - FD Phone 281 232 6871

Property Owner's Mailing Address 112 JACKSON ST

City RICHMOND State TX Zip 77469

LOCATION OF PROPERTY

Subdivision RANDALL JONES SURVEY Sec _____ Lot _____ Blk _____

Physical Address 2441 FARMER RD., RICHMOND TX 77469

(ATTACH A SITE MAP)

SITE USE

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

Culvert Only ☐

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 2

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

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

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

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

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

Buck Bass 5/27/08
Signature of Applicant, Agent or Attorney **Date**

BUCK BASS
Printed Name

12A

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

Date Submitted: June 4, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: June 10, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Paradigm Invoice No.'s 43089,43219,43334, & 43404 in the amounts of $3,698.00, $2,610.00, $4,452.25, & $2,778.75 for Professional Services Rendered on the Fort Bend County Precinct 1 Project.

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

List Supporting Documents Attached: Invoices

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.
- 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): Please Approve

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

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

April 5, 2008
Project No: 07-2175
Invoice No: 43404

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from March 1, 2008 to March 31, 2008

Date	Rpt	Rep	Remarks	Description	Qty	Unit	Rate	Fee
03/03/08	034	RB	Weld Insp.	Certified Weld Inspector	2.50	Hr	70.00	175.00
03/03/08	035	RB	Bolt Insp.	Certified Weld Inspector	2.00	Hr	70.00	140.00
03/03/08	035	RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/11/08	036	RB	Weld Insp.	Certified Weld Inspector	1.50	Hr	70.00	105.00
03/11/08	037	RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/11/08	037	RB	Weld Insp.	Certified Weld Inspector	2.50	Hr	70.00	175.00
03/11/08	038		VOID	No Charge	1.00	NC	0.00	0.00
03/14/08	039	BW	Concrete Insp.	Technician	6.50	Hr	50.00	325.00
03/14/08	039	BW	Cylinders	Compressive Strength - cylinders	8.00	Ea	13.50	108.00
03/14/08	039	BW	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/14/08	040	BW	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/15/08	040	MB	Cylinder P/U	Technician, Overtime	2.50	Hr	75.00	187.50
03/15/08	040	MB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/21/08	041	OS	Concrete Insp.	Technician	3.00	Hr	50.00	150.00
03/21/08	041	OS	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/21/08	041	OS	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/22/08	041	RR	Cylinder P/U	Technician, Overtime	0.25	Hr	75.00	18.75
03/22/08	041	RR	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/26/08	042	MA	Concrete Insp.	Technician	2.50	Hr	50.00	125.00
03/26/08	042	MA	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/26/08	042	MA	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/27/08	042	MA	Cylinder P/U	Technician	0.25	Hr	50.00	12.50
03/27/08	042	MA	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 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	07-2175	Fort Bend County, Precinct 1			Invoice 43404
03/31/08 JDP Month		Project Manager	1.50 Hr	90.00	135.00
			54.00		**2,778.75**

CURRENT TOTAL NOW DUE >>> $2,778.75

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

AS PER ORIGINAL

FM1483

PARADIGM

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

RECEIVED
APR 2 8 2008
BY: Sam

RECEIVED
APR - 8 2008
County Auditor

Approved
5.12.08

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

April 5, 2008
Project No: 07-2175
Invoice No: 43404

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from March 1, 2008 to March 31, 2008

Date	Rpt	Rep	Remarks	Description	Qty	Unit	Rate	Fee
03/03/08	034	RB	Weld Insp.	Certified Weld Inspector	2.50	Hr	70.00	175.00
03/03/08	035	RB	Bolt Insp.	Certified Weld Inspector	2.00	Hr	70.00	140.00
03/03/08	035	RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/11/08	036	RB	Weld Insp.	Certified Weld Inspector	1.50	Hr	70.00	105.00
03/11/08	037	RB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/11/08	037	RB	Weld Insp.	Certified Weld Inspector	2.50	Hr	70.00	175.00
03/11/08	038		VOID	No Charge	1.00	NC	0.00	0.00
03/14/08	039	BW	Concrete Insp.	Technician	6.50	Hr	50.00	325.00
03/14/08	039	BW	Cylinders	Compressive Strength - cylinders	8.00	Ea	13.50	108.00
03/14/08	039	BW	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/14/08	040	BW	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/15/08	040	MB	Cylinder P/U	Technician, Overtime	2.50	Hr	75.00	187.50
03/15/08	040	MB	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/21/08	041	OS	Concrete Insp.	Technician	3.00	Hr	50.00	150.00
03/21/08	041	OS	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/21/08	041	OS	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/22/08	041	RR	Cylinder P/U	Technician, Overtime	0.25	Hr	75.00	18.75
03/22/08	041	RR	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/26/08	042	MA	Concrete Insp.	Technician	2.50	Hr	50.00	125.00
03/26/08	042	MA	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
03/26/08	042	MA	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
03/27/08	042	MA	Cylinder P/U	Technician	0.25	Hr	50.00	12.50
03/27/08	042	MA	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00

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AS PER ORIGINAL

Project	07-2175	Fort Bend County, Precinct 1			Invoice43404
03/31/08 JDP Month		Project Manager	1.50 Hr	90.00	135.00
			54.00		**2,778.75**

CURRENT TOTAL NOW DUE >>> $2,778.75

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

Approved
5.12.08

Apr 29 2008 12:02PM Facilities Management 2816337022 p.3

AS PER ORIGINAL

Crain Zamora

Facsimile Transmittal Form

To: Facilities Management & Planning	**From: Brad Crain**
Attention: Jacque Burgess	**Date Sent: 05/12/2008**
CC:	**Pages:** Three
Phone #: 281-633-7017	**Fax #:** 281-633-7022

Thank you,
Brad Crain
President

2635 Miller Ranch Road
Pearland, Texas 77584

713.436.8727 (o)
713.436.8730 (f)

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

RECEIVED
FEB 11 2008
COUNTY AUDITOR

RECEIVED
FEB 18 2008
BY:

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

February 7, 2008
Project No: 07-2175
Invoice No: 43219

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from January 1, 2008 to January 31, 2008

Date	Rpt	Rep	Remarks	Description	Qty	Unit	Rate	Fee
01/02/08	016	JC	Cancellation w/o notice	Technician	0.75	Hr	50.00	37.50
01/02/08	016	JC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/03/08	017	RR	Densities	Technician	2.75	Hr	50.00	137.50
01/03/08	017	RR	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/03/08	018	RR	Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	018	RR	Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	018	RR	Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/03/08	019	RR	Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	019	RR	Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	019	RR	Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/03/08	020	RR	Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	020	RR	Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	020	RR	Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/05/08	021	CG	Densities	Technician, Overtime	4.50	Hr	75.00	337.50
01/05/08	021	CG	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/07/08	022	LI	Densities	Technician	4.75	Hr	50.00	237.50
01/07/08	022	LI	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	023	JC	Footing Insp.	Technician	3.25	Hr	50.00	162.50
01/11/08	023	JC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	024	JC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/12/08	024	MT	Cylinder P/U	Technician	0.25	Hr	50.00	12.50

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3.7.08

Project	07-2175	Fort Bend County, Precinct 1			Invoice 43219	
01/12/08	024 MT Vehicle (No charge FBCJ)	No Charge	1.00	NC	0.00	0.00
01/15/08	025 EC Footing Insp.	Technician	3.00	Hr	50.00	150.00
01/15/08	025 EC Vehicle (No charge-FBCJ)	No Charge	1.00	NC	0.00	0.00
01/15/08	026 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/17/08	026 EC Cylinder P/U	Technician	0.25	Hr	50.00	12.50
01/17/08	026 EC Vehicle (No charge-FBCJ)	No Charge	1.00	NC	0.00	0.00
01/31/08	JDP Month	Project Manager	1.25	Hr	90.00	112.50
			45.75			**2,610.00**

CURRENT TOTAL NOW DUE >>> $2,610.00

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.

3.7.08

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

RECEIVED
FEB 11 2008
COUNTY AUDITOR

RECEIVED
FEB 18 2008
BY:

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

February 7, 2008
Project No: 07-2175
Invoice No: 43219

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from January 1, 2008 to January 31, 2008

Date	Rpt	Rep Remarks	Description	Qty	Unit	Rate	Fee
01/02/08	016	JC Cancellation w/o notice	Technician	0.75	Hr	50.00	37.50
01/02/08	016	JC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/03/08	017	RR Densities	Technician	2.75	Hr	50.00	137.50
01/03/08	017	RR Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/03/08	018	RR Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	018	RR Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	018	RR Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/03/08	019	RR Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	019	RR Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	019	RR Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/03/08	020	RR Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
01/03/08	020	RR Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
01/03/08	020	RR Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
01/05/08	021	CG Densities	Technician, Overtime	4.50	Hr	75.00	337.50
01/05/08	021	CG Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/07/08	022	LI Densities	Technician	4.75	Hr	50.00	237.50
01/07/08	022	LI Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	023	JC Footing Insp.	Technician	3.25	Hr	50.00	162.50
01/11/08	023	JC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
01/11/08	024	JC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/12/08	024	MT Cylinder P/U	Technician	0.25	Hr	50.00	12.50

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.

01/12/08	024 MT Vehicle (No charge FBCJ)	No Charge	1.00	NC	0.00	0.00
01/15/08	025 EC Footing Insp.	Technician	3.00	Hr	50.00	150.00
01/15/08	025 EC Vehicle (No charge-FBCJ)	No Charge	1.00	NC	0.00	0.00
01/15/08	026 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
01/17/08	026 EC Cylinder P/U	Technician	0.25	Hr	50.00	12.50
01/17/08	026 EC Vehicle (No charge-FBCJ)	No Charge	1.00	NC	0.00	0.00
01/31/08	JDP Month	Project Manager	1.25	Hr	90.00	112.50
			45.75			**2,610.00**

CURRENT TOTAL NOW DUE >>> $2,610.00

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

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

1-1-8

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

January 8, 2008
Project No: 07-2175
Invoice No: 43089

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Rpt Rep Remarks	Description	Qty	Unit	Rate	Fee
003 JP Proofroll	Technician	1.00	Hr	50.00	50.00
003 JP Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
004 EO Densities	Technician	1.50	Hr	50.00	75.00
004 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
005 EO Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
005 EO Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
006 EC Densities	Technician	1.00	Hr	50.00	50.00
006 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
007 JP Densities	Technician	0.75	Hr	50.00	37.50
007 JP Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
008 JP Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
008 JP Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
009 EO Densities	Technician, Overtime	4.00	Hr	75.00	300.00
009 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
010 EO Densities	Technician	2.00	Hr	50.00	100.00
010 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
011 EO Densities	Technician	2.00	Hr	50.00	100.00
011 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
012 NY Proctor	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
012 NY Sample P/U	Technician	1.00	Hr	50.00	50.00
012 NY Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
013 NY Lab	Compressive Strength Cement Treated Sand	4.00	Ea	180.00	720.00

RECEIVED
JAN 11 2008

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	07-2175	Fort Bend County, Precinct 1			Invoice 43089	
	013 NY Lab	Moisture-Density Relation - surcharge	1.00	Ea	20.00	20.00
	014 EC Cancellation w/o notice	Technician	2.00	Hr	50.00	100.00
	014 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
	015 EC Densities	Technician	8.00	Hr	50.00	400.00
	015 EC Densities	Technician, Overtime	0.50	Hr	75.00	37.50
	015 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
	Month Project Manager	Project Manager	1.50	Hr	90.00	135.00
			45.25			**3,698.00**

CURRENT TOTAL NOW DUE >>> **$3,698.00**

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

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JAN - 9 2008
County Auditor

AS PER ORIGINAL

Paradigm Consultants, Inc.
www.paradigmconsultants.com
2501 Central Parkway
Suite A3
Houston, Texas 77092
Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

CFW-1006

CONCRETE INSPECTION

Project: F.B.C JAIL
Client: F.B.C
Contractor: TURNER
Supplier/ Plant: ~~ARGOOD~~ CEMEX / 480
(Attach delivery ticket)
Project Specification Section Number:

Project No: 07-2120
Report No: 225
Class/ Mix ID: / 152392
Description: 5000 Psi 1" LS_-F_-H 6-8"
Strength ____ psi @ ____ days
Specifications: 5000 psi @ 28 days
If Flexural, circle C293 or C78

	Field Measurement	Specification Requirements
Air Temp., °F	63	RUN
Concrete Temp., °F	68	↓
Slump, in.	7"	6-8"
Air Content, %	2%	1-3%
Air method (check one)	Volumetric ☒ Pressure ☐ ACF	
Plastic Unit Wt., pcf		

Sample in accordance with ASTM C172-04

Date Sampled	12 / 13 /2007
Time Batched/Sampled	1:44 / 2:23
Time Discharge complete	2:30
Cumulative/Total Yards	9 / 18
Truck/ Ticket No.	6278 / 31289112
Water Added at Site	0 gallons

Location of Placement: Grade Beam at ℄ C.4 – F.4/8.0
(Should be the same for all sets; it's okay to put "See Set 1" on subsequent pages)

Location of Sample: Grade Beam at ℄ E – F.4/8.0
(Please see PCI procedure C-GO-0008)

Set No. /	Test Date	Age, days	Sample Type	Curing Condition (Circle One)
A	12 / 10 /2007	7	Cyl / Beam	Field / Standard / Ambient
B	12 / 31 /2007	28	Cyl / Beam	Field / Standard / Ambient
C	12 / 31 /2007	28	Cyl / Beam	Field / Standard / Ambient
D	1 / 28 /2008	56	Cyl / Beam	Field / Standard / Ambient
E	/ /2006		Cyl / Beam	Field / Standard / Ambient
F	/ /2006		Cyl / Beam	Field / Standard / Ambient
G	/ /2006		Cyl / Beam	Field / Standard / Ambient
H	/ /2006		Cyl / Beam	Field / Standard / Ambient

Field cure means "the same as the structure"
Standard cure means 60-80 degrees
Ambient cure means covered with a blanket

Remarks:

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BY:

☒ Sampled from back of truck
☐ Sampled from end of hose
<— Check one or describe here

Informed STEVE with CGL of all results prior to departing the project.

SEE RPT # 223

Begin:	am/pm	Arrive Site:	Lunch:	hrs.	Left Site:	am/pm	End:	Total hrs.
Technician: Edwin Cat					Client Signature:			

Our letters and reports are for the exclusive use of our CLIENT. This document is a draft, subject to review and should not be reproduced.
Our letters and reports apply only to the material(s) tested and/or inspected and are not necessarily indicative of the quality of apparently identical material(s).

Paradigm Consultants, Inc.
www.thelabtexas.com

11 Central Parkway
Ste A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

AS PER ORIGINAL

June 8, 2004
CFW-1002

REINFORCING STEEL INSPECTION

Project: F.B.C JAIL **Project No:** 07-2120

Client: F.B.C **Report No:** 224 Page 1 of 1

Contractor: TURNER **Date:** 12/3/07

As requested, a Paradigm Consultants, Inc., visually inspected the reinforcing steel placement. The purpose of our inspection was to determine compliance of the reinforcing steel placement with the requirements of the project plans and specification utilizing ACI 311.4R, "Guide for Concrete Inspection". The details of our inspection are presented below.

Daily Inspection Summary

We visually inspected the reinforcing steel in the

Grade Beam at ℄ C.4 - F.4/8.0 + LEVEL 1 to LEVEL 2 COLUMNS at area 2 ℄G-4/1.0-4.2

Grade Beam-(5) #8 CONT. TOP & BOTTOM w/#4 TIES @ 10" O.C.; C1 - 24x24, 12#11 w/#4 ties @ 18" O.C.; C3 - 20x28, 12#8 w/#3 ties @ 16" O.C.; C5 - 28x28, 16#11 w/#4 ties @ 18" O.C.; C7 - 24x24, 20#9 w/#3 ties @ 18" O.C.

Our inspection included verifying the proper size of the reinforcing steel including diameter, length, bends and anchorage, and the grade and the location of the bars including spacing and cover. We also verified proper splicing, checked stability of tying, and checked the reinforcing steel for excessive rust deposits.

On the basis of our visual inspection, the reinforcing steel placement meets the requirements of the project plans and specifications.

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BY

Begin: am / pm	Arrive site: am / pm	Left site: am / pm	End: am / pm	Total Time: SEE RPT #223
Technician: Edin Cortes		Client Signature:		

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Suite A3
Houston, Texas 77092

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SFW-10

FIELD DENSITY TESTS

Project: F.B.C. JAIL
Client: F.B.C.
Contractor: FORMER

Project No: 07-2120
Report No: 223
Date: 12/3/07

1 OF 1

Mat'l No.	Source	Description	Max. Dry Dens, pcf	Opt. Moist, %	Test Method	Report Number
1	SPRINT BOOTH-PIT	BROWN CLAY W/SILT	107.8	16.8	D698	172
2						
3						

Project Specifications - Compaction, % 95 Moisture, % +2
Gauge Make & Model: MC-1DR-P Std. Moisture / Density: 10868 → 33436
Serial Number: 2829 Moisture Factor: MX1.95 DX1.94

Test No.	BACKFILL AT GRADE BEAM	D Count / M Count	Elev / Lift	Probe Depth, in.	Mat'L #	Moist, %	Moist. Content, %	Wet Density, pcf	Dry Density, pcf	Comp. %	Meets Spec Y / N
1	AT @ K/8.0	43577 / 3696	1	6	1	17.5		131.3	111.7	100+	Y
2		48827 / 3226	2			15.4		125.1	108.4	100.5	Y
3		45276 / 3597	3			17.2		129.2	110.2	100+	Y
4		46061 / 3563	4			17.1		128.3	109.5	100+	Y
5		44893 / 3405	5			15.9		129.7	111.8	100+	Y

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Remarks: INFORMED STEVE W/CGL OF ALL RESULTS.
.5 LUNCH

Begin: 6:00 am/pm Arrive Site: 7:00 am/pm Left Site: 5:30 am/pm End: 6:30 am/pm Total Time 12

Technician: Client Signature:

Paradigm Consultants, Inc.

Sign In Sheet

On Site Time Only

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BY: SAM

Employee (Print)	Employee Signature		Time Start	Time End	
EDSON CORTES	Edson Cortes	11/15	7:00 AM	5:15 PM	
EDSON CORTES	Edson Cortes	11/16	7:00 AM	3:30 PM	
Albert Cantu Chan COR		11-16	9:30A		
EDSON CORTES	Edson Cortes	11/17	8:30 AM	1:30 PM	
EDSON CORTES	Edson Cortes	11/19	7:00 AM	9:00 AM	
Albert Cantu City of Rich		11-19-07	3 P	3:30P	
TERRELL OLIVER		11/20/07	9:15	2:17P	
EDSON CORTES	Edson Cortes	11/21	7:00 AM	1:30 PM	
Albert Cantu City of Ric		11-21-07	10 A		
EDSON CORTES	Edson Cortes	11/26	7:00 AM	4:00 PM	
EDSON CORTES	Edson Cortes	11/27	7:00AM	4:15 PM	
EDSON CORTES	Edson Cortes	11/28	7:00 AM	5:30 PM	
Albert Cantu City of Ric		11-28	10:45A	11:10A	
EDSON CORTES	Edson Cortes	11/29	7:00 AM	10:00AM	
Albert Cantu Proj COR		11-29	2:05P		
EDSON CORTES	Edson Cortes	11/30	7:00 AM	5:00P	
MICHAEL GARCIA (COR)		11/30	9:15A		
Justin Gordy		12/1	12:00	1:00 P	1.0
EDSON CORTES	Edson Cortes	12/1	2:45 A	2:30 P	11.75
J. Pearson	John D Pearson	12/3	7:45 AM	10:15 AM	2.5
EDSON CORTES	Edson Cortes	12/4	2:30 AM	9:00A	10.0
EDSON CORTES	Edson Cortes	12/4	11:30 AM	3:00 PM	
Justin Gordy		12/5	7:15A	1:15 PM	6.0
Albert Cantu COR		12/5	1:45P	2P	X
EDSON CORTES	Edson Cortes	12/5	11:00	5:00 P	6.0
EDSON CORTES	Edson Cortes	12/6	2:30 AM	7:00A	4.5
DONALD LANEKAY	Donald Lanekay	12-6-7	1:15 pm	2:30 pm	1.25
Justin Gordy		12-6-7	3:00 p	4:30p	1.5

no charge

Paradigm Consultants, Inc.

Sign In Sheet

On Site Time Only

RECEIVED
JAN 11 2008
BY: SAM

Employee (Print)	Employee Signature		Time Start	Time End	
Joe Lapsley		12-7-07	10:00	7:00 ✓	6.5
Enrique Chevez JR		12/7/07	1:45	4:30 ✓	
Chris Rogers		12/10/07	12:12	2:30 ✓	2.25
~~Michael Pratt~~ Michael Pratt	Michael Pratt	12-11-07	11:30 A.m.	4:15 p.m ✓	4.75
Stephen Reed	Stephen Reed	12/12/07	9:30 A	4:00 P ✓	6.5
Edson Cortes	Edson Cortes	12/13/07	3:30 AM	11:45 ✓	8.25
Justin Gordy		12/14/07	7:00 A	8:30A ✓	1.5
Edson Cortes	Edson Cortes	12/14/07	9:30 A	7:30 Pm ✓	9.0
Chris Rogers		12/17/07	12:45 p.m	5:00 pm ✓	4.25
Mark Turner		12/18/07	12:30pm	4:00pm ✓	3.5
Mark Turner		12/19/07	8:15am	4:15pm ✓	8.0
Mark Turner		12/21/07	12:40	2:00 ✓	1.25
Mark Turner		12/26/07	8:00	8:15 ✓	.25
ALFREDO LARA			8:00		X
Mike Buchanan	Mike Buchanan		8:00		X
Edson Cortes	Edson Cortes	12/28/07	8:30A	10:30 ✓	4.0
Edson Cortes	Edson Cortes	12/28/07	12:30	2:30 ✓	
Mark Turner		1/4/07	7:00	8:45	
Chris Rogers		1/4/07	2:15	~~5:00~~ 4:30 OK	
~~Steven Lonch~~ STEVEN LONCH	~~Steven Lonch~~		~~7:00~~	~~5:00~~	

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

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

January 8, 2008
Project No: 07-2175
Invoice No: 43089

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from December 1, 2007 to December 31, 2007

Date	Rpt Rep Remarks	Description	Qty	Unit	Rate	Fee
12/04/07	003 JP Proofroll	Technician	1.00	Hr	50.00	50.00
12/04/07	003 JP Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/05/07	004 EO Densities	Technician	1.50	Hr	50.00	75.00
12/05/07	004 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/05/07	005 EO Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
12/05/07	005 EO Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
12/06/07	006 EC Densities	Technician	1.00	Hr	50.00	50.00
12/06/07	006 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/06/07	007 JP Densities	Technician	0.75	Hr	50.00	37.50
12/06/07	007 JP Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/06/07	008 JP Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
12/06/07	008 JP Lab	Percent Finer than No. 200 Sieve	1.00	Ea	45.00	45.00
12/08/07	009 EO Densities	Technician, Overtime	4.00	Hr	75.00	300.00
12/08/07	009 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/12/07	010 EO Densities	Technician	2.00	Hr	50.00	100.00
12/12/07	010 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/18/07	011 EO Densities	Technician	2.00	Hr	50.00	100.00
12/18/07	011 EO Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/18/07	012 NY Proctor	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
12/18/07	012 NY Sample P/U	Technician	1.00	Hr	50.00	50.00
12/18/07	012 NY Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/18/07	013 NY Lab	Compressive Strength Cement Treated Sand	4.00	Ea	180.00	720.00

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Project	07-2175	Fort Bend County, Precinct 1			Invoice 43089	
12/18/07	013 NY Lab	Moisture-Density Relation - surcharge	1.00	Ea	20.00	20.00
12/19/07	014 EC Cancellation w/o notice	Technician	2.00	Hr	50.00	100.00
12/19/07	014 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/21/07	015 EC Densities	Technician	8.00	Hr	50.00	400.00
12/21/07	015 EC Densities	Technician, Overtime	0.50	Hr	75.00	37.50
12/21/07	015 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
12/31/07	Month Project Manager	Project Manager	1.50	Hr	90.00	135.00
			45.25			**3,698.00**

CURRENT TOTAL NOW DUE >>> $3,698.00

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

M15987R

Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
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BY: SAM

440 380.0 /28

Fort Bend County Auditors Office
301 Jackson
Richmond, TX 77469

March 11, 2008
Project No: 07-2175
Invoice No: 43334

Project Manager John Pearson

Project 07-2175 Fort Bend County, Precinct 1

Services from February 1, 2008 to February 29, 2008

Date	Rpt Rep Remarks	Description	Qty	Unit	Rate	Fee
02/01/08	027 JV Concrete	Technician	7.50	Hr	50.00	375.00
02/01/08	027 JV Cylinders	Compressive Strength - cylinders	32.00	Ea	13.50	432.00
02/01/08	027 JV Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/02/08	027 JV Cylinder P/U	Technician, Overtime	0.75	Hr	75.00	56.25
02/02/08	027 JV Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/11/08	028 SF Gradations	Technician	1.50	Hr	50.00	75.00
02/11/08	028 SF Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/11/08	029 SF Lab	Moisture-Density Relation - standard	1.00	Ea	145.00	145.00
02/11/08	029 SF Lab	Atterberg Limits (PI)	1.00	Ea	44.00	44.00
02/16/08	030C EC Cancellation w/o notice	Technician, Overtime	2.00	Hr	75.00	150.00
02/16/08	030C EC Vehicle (N/C)	No Charge	1.00	NC	0.00	0.00
02/19/08	031 JV Concrete Insp.	Technician	8.00	Hr	50.00	400.00
02/19/08	031 JV Concrete Insp.	Technician, Overtime	1.50	Hr	75.00	112.50
02/19/08	031 JV Cylinders	Compressive Strength - cylinders	28.00	Ea	13.50	378.00
02/19/08	031 JV Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/20/08	031 CL Cylinder P/U	Technician	0.50	Hr	50.00	25.00
02/20/08	031 CL Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/21/08	032 RB Densities	Technician	4.00	Hr	50.00	200.00
02/21/08	032 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/25/08	033 CS Concrete Insp.	Technician	8.00	Hr	50.00	400.00
02/25/08	033 CS Concrete Insp.	Technician, Overtime	2.00	Hr	75.00	150.00
02/25/08	033 CS Cylinders	Compressive Strength - cylinders	32.00	Ea	13.50	432.00

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.

4.1.08

02/26/08 033 CS Cylinder P/U	Technician	0.25	Hr	50.00	12.50
02/26/08 033 CS Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
02/29/08 JDP Month	Project Manager	2.50	Hr	90.00	225.00
		140.50			**$4,452.25**

CURRENT TOTAL NOW DUE >>> $4,452.25

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

4.1.08

Paradigm Consultants, Inc.
www.paradigmconsultants.com

2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
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Dispatch: 713-686-6999

CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008
Page 1 of 8

Set 1 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	63	-
Slump, in.	3.00	-
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid A+15'/8+10'	

Time Batched/Sampled	5:00 AM	/	5:15 AM
Cumulative/Total Yards	30	/	650
Truck/Ticket No.	8872	/	2132565
Water added at site (gals)		25	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 5	109,370	3,870 ✓	
B	03/01/2008	28	28.274	Type 5	151,470	5,360	
C	03/01/2008	28	28.274	Type 2	162,430	5,740	5,550
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
(1-ec copy)
1-ec Fort Bend County Attn: Dan Barnum
1-ec Bass Construction Company Attn: Mr. Tim Willard
1-ec Fort Bend County Attn: Brad Crane
1-ec Paradigm Consultants Attn: Matt Simpson

Technician: Jesse Vasquez
Project Manager: Pearson, John

John D. Pearson

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008

Set 2 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

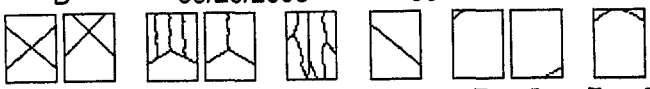
	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	55	-
Slump, in.	5.00	-
Air content by vol., %	1.75	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid A+11'/1+10'	

Time Batched/Sampled	6:05 AM	/	6:45 AM
Cumulative/Total Yards	110	/	650
Truck/Ticket No.	6003	/	2132910
Water added at site (gals)		15	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 2	99,380	3,510	
B	03/01/2008	28	28.274	Type 2	137,560	4,870 ✓	
C	03/01/2008	28	28.274	Type 2	136,060	4,810	4,840
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

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Technician: Jesse Vasquez
Project Manager: Pearson, John

John D. Pearson

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008

Set 3 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	58	-
Slump, in.	4.50	-
Air content by vol., %	1.00	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid C/10+5'	

Time Batched/Sampled	7:12 AM	/	7:35 AM
Cumulative/Total Yards	180	/	650
Truck/Ticket No.	1036	/	02133003
Water added at site (gals)		5	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 5	97,360	3,440 ✓	
B	03/01/2008	28	28.274	Type 2	131,840	4,660	
C	03/01/2008	28	28.274	Type 2	139,370	4,930	4,800
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008
Page 4 of 8

Set 4 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

	Field Measurement	Specification Requirements
Air temp., °F	50	-
Concrete temp., °F	60	-
Slump, in.	5.00	-
Air content by vol., %	.75	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid E+5'/2	

Time Batched/Sampled	7:39 AM	/	8:15 AM
Cumulative/Total Yards	260	/	650
Truck/Ticket No.	6217	/	02133045
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 3	94,290	3,330	
B	03/01/2008	28	28.274	Type 2	131,590	4,650 ✓	
C	03/01/2008	28	28.274	Type 2	132,070	4,670	4,660
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008
Page 5 of 8

Set 5 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

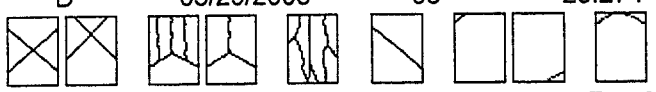
	Field Measurement	Specification Requirements
Air temp., °F	55	-
Concrete temp., °F	60	-
Slump, in.	4.75	-
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid H-10'/2+10'	

Time Batched/Sampled	8:33 AM	/	9:05 AM
Cumulative/Total Yards	350	/	660
Truck/Ticket No.	6016	/	02133156
Water added at site (gals)		15	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 5	112,640	3,980	
B	03/01/2008	28	28.274	Type 5	152,440	5,390	
C	03/01/2008	28	28.274	Type 3	152,250	5,380	5,390
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

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Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008

Set 6 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

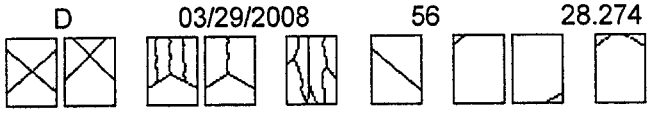
	Field Measurement	Specification Requirements
Air temp., °F	58	-
Concrete temp., °F	65	-
Slump, in.	4.75	-
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid M+5'/10+6'	

Time Batched/Sampled	9:11 AM	/	9:41 AM
Cumulative/Total Yards	430	/	650
Truck/Ticket No.	1059	/	02133208
Water added at site (gals)		5	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 6	92,110	3,260 ✓	
B	03/01/2008	28	28.274	Type 2	138,020	4,880	
C	03/01/2008	28	28.274	Type 5	132,160	4,670	4,780
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008

Set 7 of 8
Number of Specimens: 4
Supplier/Plant Southern Star / 205
Class/Mix ID 000000078H
Specification 3000 psi @ 28 days
Description 5 SK Ash 1.5" LS NA

General Information

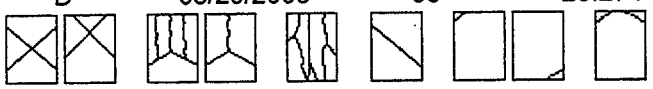
	Field Measurement	Specification Requirements
Air temp., °F	65	-
Concrete temp., °F	67	-
Slump, in.	4.00	-
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid P+11'/3+5'	

Time Batched/Sampled	9:55 AM	/	10:27 AM
Cumulative/Total Yards	500	/	650
Truck/Ticket No.	6003	/	2133276
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 5	97,210	3,440	
B	03/01/2008	28	28.274	Type 2	137,680	4,870	
C	03/01/2008	28	28.274	Type 2	139,220	4,920	4,900
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

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Technician: Jesse Vasquez
Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 027 03/05/2008
Date Sampled: 02/02/2008
Page 8 of 8

Set 8 of 8
Supplier/Plant Southern Star / 205
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 000000078H
Description 5 SK Ash 1.5" LS NA

General Information

	Field Measurement	Specification Requirements
Air temp., °F	70	-
Concrete temp., °F	70	
Slump, in.	5.00	-
Air content by vol., %	1.75	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Slab-on-grade	
Set Location	At grid R/7+3'	

Time Batched/Sampled	10:23 AM	/	11:00 AM
Cumulative/Total Yards	570	/	650
Truck/Ticket No.	2033	/	213305
Water added at site (gals)		10	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/09/2008	7	28.274	Type 5	89,910	3,180	
B	03/01/2008	28	28.274	Type 5	128,170	4,530 ✓	
C	03/01/2008	28	28.274	Type 5	125,970	4,460	4,490
D	03/29/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: end of hose
Remarks:

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Technician: Jesse Vasquez
Project Manager: Pearson, John

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LIME TREATED MATERIAL GRADATION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 028 02/12/2008
Date Sampled: 02/11/2008
Page 1 of 1

Paradigm Consultants, Inc., checked the lime treated material gradation of the subgrade. Gradation tests were performed on the mixed material prior to compaction to verify compliance with project specifications which require a minimum of 100% passing the 1 3/4-in. sieve, 85% passing the 3/4-in. sieve. The test results follow.

Test No.	Location	Sieve Size	% Passing
1	East parking lot southwest corner	1 3/4	100
2	East parking lot southwest corner	3/4	99
3	East parking lot northwest corner	1 3/4	100
4	East parking lot northwest corner	3/4	99
5	East parking lot northeast corner	1 3/4	100
6	East parking lot northeast corner	3/4	98
7	East parking lot southeast corner	1 3/4	100
8	East parking lot southeast corner	3/4	97
9	South parking lot southeast corner	1 3/4	100
10	South parking lot southeast corner	3/4	96
11	West parking lot center	1 3/4	100
12	West parking lot center	3/4	96

Remarks: The above results meet specification requirements

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
(1-ec copy)
1-ec Fort Bend County Attn: Dan Barnum
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Technician: Sam Ferguson
Project Manager: Pearson, John

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Facsimile: 713-686-6795
Dispatch: 713-686-6999

February 15, 2008

MOISTURE-DENSITY RELATION

Project: Fort Bend County / Precinct One Facility

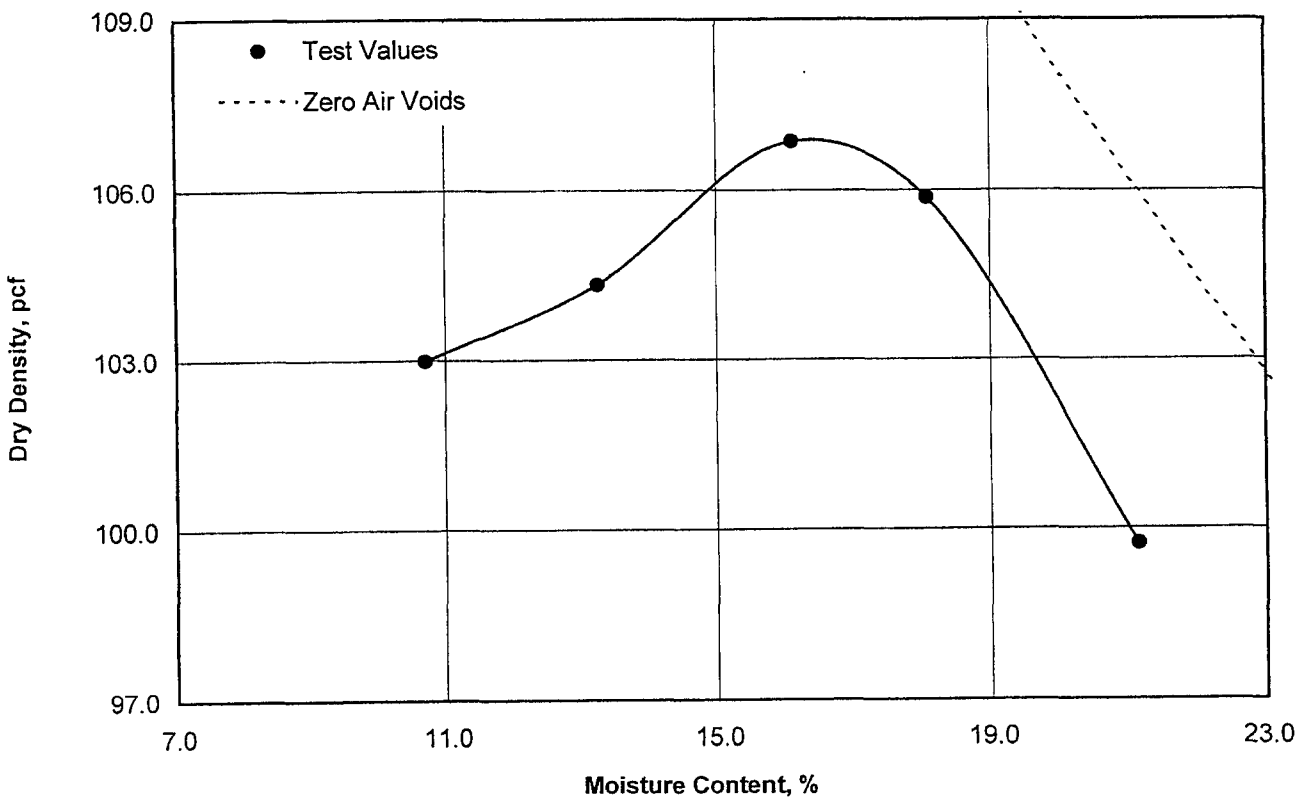
Project Number: 07-2175

Client: Fort Bend County

Report Number: 029

Contractor: Bass Construction

Sample Date: February 11, 2008



Sample Information

Sample: 1

Source: Parking Lot- Composite

Description: Reddish Brown Sandy Lean Clay w/ lime

Moisture Density (ASTM D 698 - 00a, Method A)

Maximum Dry Density, pcf: 106.9

Optimum Moisture Content, %: 16.4

Preparation Method: Wet

Rammer Type: Mechanical

Atterberg Limits (ASTM D 4318 - 00, Method A)

Liquid Limit, LL: 31

Plastic Limit, PL: 21

Plasticity Index, PI: 10 ✓

% + No. 40 Sieve: 0

Specific Gravity

Specific Gravity : 2.65 (estimated)

Technician: S. Ferguson

Project Manager: J. Pearson

J. D. Pearson

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Our letters and reports apply only to the material(s) tested and/or inspected and are not necessarily indicative of the quality of apparently identical material(s).

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DAILY FIELD ACTIVITY (Cancellation Notice)

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 030 02/25/2008
Date Sampled: 02/16/2008
Page 1 of 1

As requested, a representative of Paradigm Consultants, Inc. went to the project site. Due to inclement weather, the scheduled density testing could not be performed. No cancellation notice had been received by our office prior to the time our representative left the office.

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
(1-ec copy)
1-ec Fort Bend County Attn: Dan Barnum
1-ec Bass Construction Company Attn: Mr. Tim Willard
1-ec Fort Bend County Attn: Brad Crane
1-ec Paradigm Consultants Attn: Matt Simpson

Technician: Edson Cortes
Project Manager: Pearson, John

John D. Pearson

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008
Page 1 of 7

Set 1 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	41	-
Concrete temp., °F	60	-
Slump, in.	5.00	5
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-

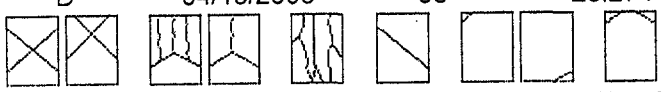
Time Batched/Sampled		/	4:15 AM
Cumulative/Total Yards	30	/	650
Truck/Ticket No.	6161	/	2143700
Water added at site (gals)		10	

Location of Placement Paving - East Parking Lot
Set Location 35'W of inlet A-2+25'N of inlet A-2

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 2	94,450	3,340	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: pump discharge
Remarks:

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
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1-ec Bass Construction Company Attn: Mr. Tim Willard
1-ec Fort Bend County Attn: Brad Crane
1-ec Paradigm Consultants Attn: Matt Simpson

Technician: Jesse Vasquez
Project Manager: Pearson, John

John D. Pearson

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008

Set 2 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	65	-
Slump, in.	5.00	5
Air content by vol., %	1.75	-
Density (Unit Wt.), lb/ft³		-

Time Batched/Sampled	4:35 AM	/	5:10 AM
Cumulative/Total Yards	130	/	650
Truck/Ticket No.	7063	/	2143797
Water added at site (gals)		0	

Location of Placement Paving - East Parking Lot
Set Location 30'W of inlet A-2+25'N of inlet A-2

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 5	103,150	3,650 ✓	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: pump discharge
Remarks:

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Technician: Jesse Vasquez
Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008
Page 3 of 7

Set 3 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

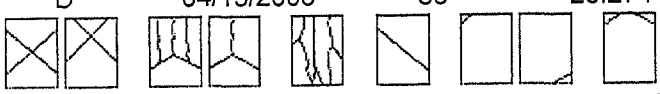
	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	65	-
Slump, in.	5.00	5
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving - East Parking Lot	
Set Location	20'W of inlet A-3+5'W of inlet A-3	

Time Batched/Sampled	5:38 AM	/	6:05 AM
Cumulative/Total Yards	230	/	650
Truck/Ticket No.	7063	/	2143906
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 2	101,930	3,610	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: pump discharge
Remarks:

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
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Technician: Jesse Vasquez
Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008

Set 4 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

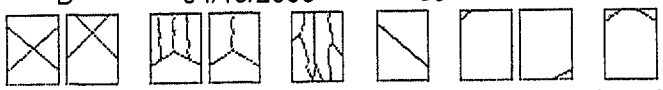
	Field Measurement	Specification Requirements
Air temp., °F	45	-
Concrete temp., °F	66	-
Slump, in.	4.75	5
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving - East Parking Lot	
Set Location	62' N of dumpster location	

Time Batched/Sampled		/	7:10 AM
Cumulative/Total Yards	330	/	650
Truck/Ticket No.	7063	/	2144034
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 5	105,530	3,730 ✓	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: pump discharge
Remarks:

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Technician: Jesse Vasquez
Project Manager: Pearson, John

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008

Set 5 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

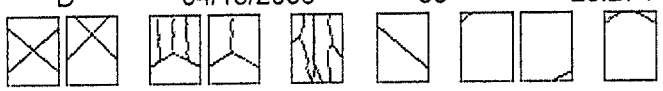
	Field Measurement	Specification Requirements
Air temp., °F	49	-
Concrete temp., °F	65	-
Slump, in.	4.50	5
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving - East Parking Lot	
Set Location	35'N of inlet A-3	

Time Batched/Sampled		/	8:00 AM
Cumulative/Total Yards	430	/	700
Truck/Ticket No.	0961	/	2144156
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 5	99,880	3,530	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: pump discharge
Remarks:

Orig: Fort Bend County (Rosenberg, TX) Attn: Don Brady
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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008
Page 6 of 7

Set 6 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	60	-
Concrete temp., °F	66	-
Slump, in.	5.00	5
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving - East Parking Lot	
Set Location	30'S of Court house	

Time Batched/Sampled	8:12 AM	/	9:10 AM
Cumulative/Total Yards	530	/	700
Truck/Ticket No.	6159	/	2144293
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 2	92,700	3,280	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 031 02/23/2008
Date Sampled: 02/19/2008
Page 7 of 7

Set 7 of 7
Supplier/Plant Southern Star / 218
Specification 3500 psi @ 28 days

Number of Specimens: 4
Class/Mix ID N/A
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	60	-
Concrete temp., °F	67	-
Slump, in.	5.00	5
Air content by vol., %	1.50	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving - East Parking Lot	
Set Location	40'S of Court house	

Time Batched/Sampled	10:55 AM	/	11:15 AM
Cumulative/Total Yards	630	/	670
Truck/Ticket No.	6152	/	2144581
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area. In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	02/26/2008	7	28.274	Type 2	103,520	3,660 ✓	
B	03/18/2008	28	28.274				
C	03/18/2008	28	28.274				
D	04/15/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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FIELD DENSITY TEST

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 032 02/28/2008
Date Sampled: 02/21/2008

Moisture-Density Relation

Mat'l	Source	Description	Max. Dry Density, pcf	Optimum Moisture, %	Report Number
029	Parking Lot Composite	Reddish brown / sandy lean clay with lime	106.9	16.4	

Test Results

Test Equipment
Gauge: MC1CPNDRP Gauge No: 3772 Std. Count: 8729/36665

Project Specifications
Compaction, %: 95 ✓ Moisture Band: -3%/+3%

	Location	Lift	Probe Depth (in)	Mat'l	Water Content %	Wet Density (pcf)	Dry Density (pcf)	Compaction %	Meets Moisture Spec	Meets Density Spec
Parking Lot, See Sketch										
61	Location 1	subgrade	6	029	15.6	120.6	104.3	98	yes	yes
62	Location 2	subgrade	6	029	17.2	119.7	102.1	96	yes	yes
63	Location 3	subgrade	6	029	16.4	118.3	101.6	95 ✓	yes	yes
64	Location 4	subgrade	6	029	15.4	123.8	107.3	100+	yes	yes
65	Location 5	subgrade	6	029	15.0	121.2	105.4	99	yes	yes
66	Location 6	subgrade	6	029	15.5	120.7	104.5	98	yes	yes
67	Location 7	subgrade	6	029	15.2	126.3	109.6	100+	yes	yes
68	Location 8	subgrade	6	029	16.9	124.1	106.2	99	yes	yes
69	Location 9	subgrade	6	029	14.9	117.5	102.3	96	yes	yes
70	Location 10	subgrade	6	029	15.7	121.0	104.6	98	yes	yes
71	Location 11	subgrade	6	029	15.4	119.6	103.6	97	yes	yes
72	Location 12	subgrade	6	029	14.8	117.1	102.0	95 ✓	yes	yes
73	Location 13	subgrade	6	029	16.0	121.8	105.0	98	yes	yes
74	Location 14	subgrade	6	029	16.0	124.8	107.6	100+	yes	yes
75	Location 15	subgrade	6	029	17.5	130.3	110.9	100+	yes	yes
76	Location 16	subgrade	6	029	18.7	129.7	109.3	100+	yes	yes
77	Location 17	subgrade	6	029	17.8	121.1	102.8	96	yes	yes

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Project Manager: Pearson, John

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FIELD DENSITY TEST

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 032 02/28/2008
Date Sampled: 02/21/2008
Page 2 of 2

Test Results

Test Equipment
Gauge: MC1CPNDRP Gauge No: 3772 Std. Count: 8729/36665

Project Specifications
Compaction, %: 95 ✓ Moisture Band: -3%/+3%

	Location	Lift	Probe Depth (in)	Mat'l	Water Content %	Wet Density (pcf)	Dry Density (pcf)	Compaction %	Meets Moisture Spec	Meets Density Spec
Parking Lot, See Sketch										
78	Location 18	subgrade	6	029	19.1	127.2	106.8	100	yes	yes
79	Location 19	subgrade	6	029	16.3	125.8	108.2	100+	yes	yes
80	Location 20	subgrade	6	029	18.8	128.2	107.9	100+	yes	yes
81	Location 21	subgrade	6	029	17.9	124.4	105.5	99	yes	yes
82	Location 22	subgrade	6	029	17.9	125.8	106.7	100	yes	yes
83	Location 23	subgrade	6	029	17.4	131.4	111.9	100+	yes	yes
84	Location 24	subgrade	6	029	17.3	128.2	109.3	100+	yes	yes
85	Location 25	subgrade	6	029	16.6	127.1	109.0	100+	yes	yes
86	Location 26	subgrade	6	029	17.4	128.7	109.6	100+	yes	yes
87	Location 27	subgrade	6	029	14.8	121.8	106.1	99	yes	yes
88	Location 28	subgrade	6	029	15.3	127.2	110.3	100+	yes	yes
89	Location 29	subgrade	6	029	16.8	126.7	108.5	100+	yes	yes
90	Location 30	subgrade	6	029	17.8	123.8	105.1	98	yes	yes
91	Location 31	subgrade	6	029	14.2	118.2	103.5	97	yes	yes

Remarks:
Test Methods: ASTM D 6938-07b

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008

Set 1 of 8
Number of Specimens: 4
Supplier/Plant Southern Star / 215
Class/Mix ID 0000007510
Specification 3000 psi @ 28 days
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements				
Air temp., °F	55	-	**Time Batched/Sampled**	3:50 AM	/	4:55 AM
Concrete temp., °F	80	-	**Cumulative/Total Yards**	90	/	840
Slump, in.	6.50	-	**Truck/Ticket No.**	6153	/	2147978
Air content by vol., %	1.00	-	**Water added at site (gals)**		0	
Density (Unit Wt.), lb/ft³		-				
Location of Placement	Paving					
Set Location	Paving, See Sketch					

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	99,340	3,510	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: truck discharge
Remarks:

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008

Set 2 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

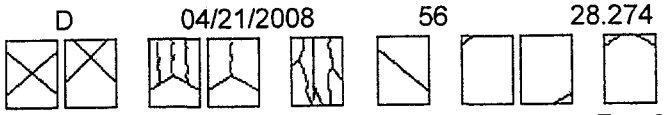
	Field Measurement	Specification Requirements
Air temp., °F	55	-
Concrete temp., °F	80	-
Slump, in.	6.50	-
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving	
Set Location	Paving, See Sketch	

Time Batched/Sampled	5:00 AM	/	5:45 AM
Cumulative/Total Yards	200	/	840
Truck/Ticket No.	7061	/	2148066
Water added at site (gals)		15	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	101,750	3,600 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

Sampled From: truck discharge
Remarks:

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008
Page 3 of 8

Set 3 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements				
Air temp., °F	60	-	**Time Batched/Sampled**	6:14 AM	/	6:50 AM
Concrete temp., °F	80	-	**Cumulative/Total Yards**	300	/	840
Slump, in.	5.00	-	**Truck/Ticket No.**	7064	/	2148174
Air content by vol., %	1.00	-	**Water added at site (gals)**		0	
Density (Unit Wt.), lb/ft³		-				
Location of Placement	Paving					
Set Location	Paving, See Sketch					

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 5	104,070	3,680 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008

Set 4 of 8
Number of Specimens: 4
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	60	-
Concrete temp., °F	80	-
Slump, in.	5.00	-
Air content by vol., %	1.00	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving	
Set Location	Paving, See Sketch	

Time Batched/Sampled	7:15 AM	/	8:20 AM
Cumulative/Total Yards	400	/	840
Truck/Ticket No.	7063	/	2148283
Water added at site (gals)		10	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	90,880	3,210 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008

Set 5 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements				
Air temp., °F	60	-	**Time Batched/Sampled**	8:10 AM	/	9:10 AM
Concrete temp., °F	80	-	**Cumulative/Total Yards**	510	/	840
Slump, in.	5.50	-	**Truck/Ticket No.**	960	/	2148402
Air content by vol., %	1.00	-	**Water added at site (gals)**		0	
Density (Unit Wt.), lb/ft³		-				
Location of Placement	Paving					
Set Location	Paving, See Sketch					

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	83,510	2,950	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008
Page 6 of 8

Set 6 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements				
Air temp., °F	70	-	**Time Batched/Sampled**	9:15 AM	/	10:15 AM
Concrete temp., °F	80	-	**Cumulative/Total Yards**	600	/	840
Slump, in.	5.50	-	**Truck/Ticket No.**	7061	/	2148494
Air content by vol., %	1.25	-	**Water added at site (gals)**		10	
Density (Unit Wt.), lb/ft³		-				
Location of Placement	Paving					
Set Location	Paving, See Sketch					

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 5	89,530	3,170 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008

Set 7 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

	Field Measurement	Specification Requirements
Air temp., °F	70	-
Concrete temp., °F	80	-
Slump, in.	5.00	-
Air content by vol., %	1.00	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving	
Set Location	Paving, See Sketch	

Time Batched/Sampled	10:45 AM	/	12:00 PM
Cumulative/Total Yards	700	/	840
Truck/Ticket No.	7061	/	2148629
Water added at site (gals)		20	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	85,700	3,030 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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CONCRETE INSPECTION

Project: Fort Bend County / Precinct 1 Bldg.
Client: Fort Bend County
Contractor: Bass Construction Company

Project No: 07-2175
Report No: 033 03/07/2008
Date Sampled: 02/25/2008
Page 8 of 8

Set 8 of 8
Supplier/Plant Southern Star / 215
Specification 3000 psi @ 28 days

Number of Specimens: 4
Class/Mix ID 0000007510
Description 5.5 SK Ash 1.5" LS

General Information

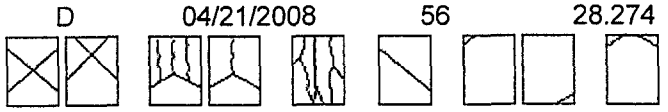
	Field Measurement	Specification Requirements
Air temp., °F	70	-
Concrete temp., °F	80	-
Slump, in.	5.00	-
Air content by vol., %	1.25	-
Density (Unit Wt.), lb/ft³		-
Location of Placement	Paving	
Set Location	Paving, See Sketch	

Time Batched/Sampled	11:30 AM	/	12:30 PM
Cumulative/Total Yards	800	/	840
Truck/Ticket No.	960	/	2148767
Water added at site (gals)		0	

Strength Test Results

Initial Curing Range: (Ambient)

Cylinder ID	Test Date	Age, days	Area, In.²	Type Break	Maximum Load, lb	Compressive Strength, psi	Average
A	03/03/2008	7	28.274	Type 2	85,960	3,040 ✓	
B	03/24/2008	28	28.274				
C	03/24/2008	28	28.274				
D	04/21/2008	56	28.274				



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

Test Method (As Applicable): ASTM C31-06, C39-05e1, C143-05, C172-04, C173-01e1 or C231-04, C138-01a, C1064-05, and C1231-00e1 or C617-98(03)

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1-ec Crain Zamora LLC Attn: Brad Crain
1-cc Bass Construction Company Attn: Mr. Tim Willert
1-ec Paradigm Consultants Attn: Matt Simpson

Technician: Chad Schaffer
Project Manager: Pearson, John

John D. Pearson

OUR LETTERS AND REPORTS ARE FOR THE EXCLUSIVE USE OF THE CLIENT. THIS DOCUMENT SHALL NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT OUR PRIOR WRITTEN APPROVAL.
OUR LETTERS AND REPORTS APPLY ONLY TO THE MATERIAL(S) TESTED AND/OR INSPECTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITY OF APPARENTLY IDENTICAL MATERIAL(S).
REPORT CREATED BY ElmTree SYSTEM

AGENDA ITEM

12B

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

Date Submitted: May 30, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: June 10, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Paradigm Invoice No. 43572 in the amount of $14,509.75 for Professional Services Rendered on 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.**
- **All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

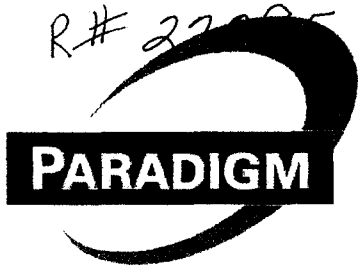
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

FM1566 PO# 0473050
R# 22005



RECEIVED
MAY 16 2008
BY:

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

RECEIVED
MAY 12 2008
County Auditor

May 5, 2008
Project No: 07-2120
Invoice No: 43572

Project Manager John Pearson

Project 07-2120 Fort Bend County Jail Expansion

Services from April 1, 2008 to April 25, 2008

Date	Rpt	Rep	Remarks	Description	Qty	Unit	Rate	Fee
04/01/08	395	EC	Concrete Insp.	Technician	7.00	Hr	50.00	350.00
04/01/08	395	EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/01/08	395	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/02/08	396	EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/02/08	397	EC	Rebar Insp.	Technician	1.50	Hr	50.00	75.00
04/02/08	398	EC	Post Tension Layout	Technician	2.00	Hr	50.00	100.00
04/02/08	398	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/03/08	399	EC	Cylinders	Compressive Strength - cylinders	10.00	Ea	13.50	135.00
04/03/08	400	EC	Rebar Insp.	Technician	8.00	Hr	50.00	400.00
04/03/08	400	EC	Rebar Insp.	Technician, Overtime	2.50	Hr	75.00	187.50
04/03/08	400	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/03/08	401	EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/04/08	402	EC	Concrete Insp.	Technician	2.50	Hr	50.00	125.00
04/04/08	402	EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/04/08	402	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/05/08	403	EC	P.T. Stressing	Technician, Overtime	4.00	Hr	75.00	300.00
04/05/08	403	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/05/08	404	EC	Rebar Insp.	Technician, Overtime	3.00	Hr	75.00	225.00
04/07/08	405	EC	Rebar Insp.	Technician	8.00	Hr	50.00	400.00
04/07/08	405	EC	Rebar Insp.	Technician, Overtime	0.75	Hr	75.00	56.25
04/07/08	405	EC	Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/07/08	406	EC	Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/08/08	407	EC	P.T. Stressing	Technician	4.00	Hr	50.00	200.00

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 43572	
04/08/08	407 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/08/08	408 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/08/08	409 EC Rebar Insp.	Technician	4.00	Hr	50.00	200.00
04/08/08	410 EC Post Tension Layout	Technician, Overtime	0.50	Hr	75.00	37.50
04/09/08	411 EC Concrete Insp.	Technician	7.00	Hr	50.00	350.00
04/09/08	411 EC Cylinders	Compressive Strength - cylinders	15.00	Ea	13.50	202.50
04/09/08	411 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/09/08	412 EC Cancellation w/o Notice	Technician	2.00	Hr	50.00	100.00
04/09/08	412 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/09/08	413 VOID	No Charge	1.00	NC	0.00	0.00
04/10/08	414 JL Rebar Insp.	Technician	2.00	Hr	50.00	100.00
04/10/08	414 JL Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/10/08	415 JV Concrete Insp.	Technician	4.50	Hr	50.00	225.00
04/10/08	415 JV Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/10/08	415 JV Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/11/08	416 OM Concrete Insp.	Technician	3.00	Hr	50.00	150.00
04/11/08	416 OM Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/11/08	416 OM Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/11/08	417 RB Rebar Insp.	Technician	8.00	Hr	50.00	400.00
04/11/08	417 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/11/08	418 RB P.T. Stressing	Technician, Overtime	2.00	Hr	75.00	150.00
04/12/08	416 CM Cylinder P/U	Technician, Overtime	0.25	Hr	75.00	18.75
04/12/08	416 CM Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/14/08	419 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/14/08	420 EC Rebar Insp.	Technician	3.50	Hr	50.00	175.00
04/14/08	420 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/15/08	421 EC Rebar Insp.	Technician	3.00	Hr	50.00	150.00
04/15/08	421 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/15/08	422 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/16/08	423 EC Rebar Insp.	Technician	8.00	Hr	50.00	400.00
04/16/08	423 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/16/08	424 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/16/08	425 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00

Project	07-2120	Fort Bend County Jail Expansion			Invoice 43572	
04/16/08	426 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/16/08	427 EC Post Tension Layout	Technician, Overtime	2.50	Hr	75.00	187.50
04/17/08	428 EC Concrete Insp.	Technician	8.00	Hr	50.00	400.00
04/17/08	428 EC Concrete Insp.	Technician, Overtime	4.75	Hr	75.00	356.25
04/17/08	428 EC Cylinders	Compressive Strength - cylinders	20.00	Ea	13.50	270.00
04/17/08	429 EC Prisms	Compressive Test - Grout Prisms (3/set)	1.00	Set	150.00	150.00
04/17/08	430 EC Cubes	Compressive Test - Mortar Cubes (6/set)	1.00	Set	150.00	150.00
04/18/08	431 EC Cancellation w/o Notice	Technician	1.75	Hr	50.00	87.50
04/18/08	431 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/19/08	432 EC Rebar Insp.	Technician, Overtime	1.50	Hr	75.00	112.50
04/19/08	432 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/21/08	433 EC P.T. Stressing	Technician	8.00	Hr	50.00	400.00
04/21/08	433 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/21/08	434 EC Rebar Insp.	Technician, Overtime	5.25	Hr	75.00	393.75
04/21/08	435 EC Cylinders	Compressive Strength - cylinders	8.00	Ea	13.50	108.00
04/22/08	436 EC P.T. Stressing	Technician	2.50	Hr	50.00	125.00
04/22/08	436 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/22/08	437 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/22/08	438 EC Rebar Insp.	Technician	1.00	Hr	50.00	50.00
04/22/08	439 EC Post Tension Layout	Technician	1.00	Hr	50.00	50.00
04/23/08	440 EC Cylinders	Compressive Strength - cylinders	10.00	Ea	13.50	135.00
04/23/08	441 EC Rebar Insp.	Technician	8.00	Hr	50.00	400.00
04/23/08	441 EC Rebar Insp.	Technician, Overtime	4.00	Hr	75.00	300.00
04/23/08	441 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/23/08	442 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/24/08	443 EC Rebar Insp.	Technician	2.00	Hr	50.00	100.00
04/24/08	443 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/24/08	444 EC Concrete Insp.	Technician	3.00	Hr	50.00	150.00
04/24/08	444 EC Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00
04/24/08	444 EC Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/25/08	445 RB P.T. Stressing	Technician	8.00	Hr	50.00	400.00
04/25/08	445 RB Vehicle	Trip Charge (vehicle, mileage, time)	1.00	Trip	120.00	120.00
04/25/08	446 RB Rebar Insp.	Technician, Overtime	1.75	Hr	75.00	131.25
04/25/08	447 CS Cylinders	Compressive Strength - cylinders	4.00	Ea	13.50	54.00

Project	07-2120	Fort Bend County Jail Expansion			Invoice 43572
04/25/08	Month Project Management	Project Manager	10.25 Hr	90.00	922.50
			323.25		**14,509.75**

CURRENT TOTAL NOW DUE >>> $14,509.75

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

Paradigm Consultants, Inc.

Sign In Sheet

On Site Time Only

Employee (Print)	Employee Signature	DATE	Time Start	Time End	
EDSON CORTES	Edson Cortes	3/25	10:00 a	6:15 p	
EDSON CORTES	Edson Cortes	3/26	4:30 A	4:30 p	
EDSON CORTES	Edson Cortes	3/27	12:00 p	4:30 p	
EDSON CORTES	Edson Cortes	3/28	9:45 A	4:45 p	
EDSON CORTES	Edson Cortes	3/29	9:00	9:30	
EDSON CORTES	Edson Cortes	3/31	7:30 A	5:30 p	
EDSON CORTES	Edson Cortes	4/1	12:00 p	7:00 p	7.0
EDSON CORTES	Edson Cortes	4/2	2:00 p	5:30	3.5
EDSON CORTES	Edson Cortes	4/3	4:30 A	3:00 p	11.0
EDSON CORTES	Edson Cortes	4/4	2:00 p	4:30 p	2.5
EDSON CORTES	Edson Cortes	4/5	7:30 A	2:30 p	7.0
EDSON CORTES	Edson Cortes	4/7	9:00	5:45	8.75
EDSON CORTES	Edson Cortes	4/8	9:00	5:30	8.5
EDSON CORTES	Edson Cortes	4/9	3:30 A	10:30 A	7.0
EDSON CORTES	Edson Cortes	4/9	12:30 p	2:30 p	2.0
Jesse Vasquez	SOE Lapsley	4/10	6:50 AM	8:40 AM	2.0
Jesse Vasquez	Jesse Vasquez	4/10	12:30 P.M.	5:00 p.m.	4.75
Roger Baxter	Roger Baxter	4/11/08	7:00 am	5:00 pm	10.0
Osvaldo Medina	Osvaldo Medina	4/11/08	2:30 P.M.	5:15 p.m.	3.0
EDSON CORTES	Edson Cortes	4/14/08	1:30 p	5:00 p	3.5
EDSON CORTES	Edson Cortes	4/15/08	10:00 A	10:30 A	.5
EDSON CORTES	Edson Cortes	4/15/08	12:30 p	3:30 p	3.0
EDSON CORTES	Edson Cortes	4/16/08	6:30 A	5:00 p	10.5
EDSON CORTES	Edson Cortes	4/17/08	3:30 A	4:45	13.25
EDSON CORTES	Edson Cortes	4/18/08	6:45 A	8:30 A	1.75
EDSON CORTES	Edson Cortes	4/19/08	9:00 A	10:30 A	1.5
EDSON CORTES	Edson Cortes	4/21/08	8:00 A	4:15 p	13.25
EDSON CORTES	Edson Cortes	4/22	8:30 A	10:30 A	2.0

Paradigm Consultants, Inc.

Sign In Sheet

On Site Time Only

Employee (Print)	Employee Signature	DATE	Time Start	Time End	
EDSON CORTES	Edson Cortes	4/22	12:30 P	5:00 P	4.5
EDSON CORTES	Edson Cortes	4/23	4:30 A	4:00 P	11.5
EDSON CORTES	Edson Cortes	4/24	8:30 A	10:30 A	2.0
EDSON CORTES	Edson Cortes	4/24	1:30 P	4:30 P	3.0
Roger Baxter	Roger Baxter	4/25	7:45 AM	5:30 PM	9.75
Chad Schaffer		4/25	7:45 AM	5:30 PM	9.75
Roger Baxter	Roger Baxter	4/29	9:45 AM	1:15 PM	3.5
EDSON CORTES	Edson Cortes	4/29	9:30 A	5:15 P	7.75
EDSON CORTES	Edson Cortes	4/30	9:30 A	10:45 A	1.25
EDSON CORTES	Edson Cortes	4/30	1:30 P	4:30 P	3.0
EDSON CORTES	Edson Cortes	5/1	7:00 A	7:30 A	
EDSON CORTES	Edson Cortes	5/1	9:30	3:15 P	
Roger Baxter	Roger Baxter	5/2	6:45 AM	8:15 AM	
EDSON CORTES	Edson Cortes	5/2	3:30 A	10:00 A	
EDSON CORTES	Edson Cortes	5/2	1:30 P		

AS PER ORIGINAL

Carter Goble Lee
Companies

Project Execution Report for Progress Payments

Date: 29 May 2008
Contractor: Paradigm Consultants
Contract No.: Paradigm Project #07-2120
Job Name: Fort Bend County Jail Expansion
Progress Payment 014
Services Provided: Materials Testing

RECEIVED
MAY 29 2008
BY:

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
Invoice #13 (Inv. 43422):	USD	15,394.25
Invoice #14 (Inv. 43572):	USD	14,509.75
Subtotal	USD	14,509.75
Total to be paid this invoice:	USD	**14,509.75**
Remaining Balance this Contract:	USD	37,091.72

Submitted By:
Steve Ohm
Project Manager

AGENDA ITEM

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

12C

Date Submitted: June 4, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: June 10, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Bass Construction Pay Application No. 07-00200008 in the amounts of $383,003.90 for Professional Services Rendered on the Fort Bend County Precinct 1 Project.

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

List Supporting Documents Attached: Invoices

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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- **All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

AIA® Document G702™ – 1992

RECEIVED
MAY 30 2008
BY: Sam

Application and Certificate for Payment

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	FBC Pct. 1 Facility Ransom Rd. Richmond, TX	APPLICATION NO: 07-00200008 PERIOD TO: 5/31/2008 CONTRACT FOR: CONTRACT DATE: 10/24/2007 PROJECT NOS: 07-002 / /	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Bass Construction Co., Inc. 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,377,289.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	3,377,289.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	2,448,011.60
5. RETAINAGE:		
a. 4.79 % of Completed Work (Column D + E on G703)	$	116,394.71
b. 4.79 % of Stored Material (Column F on G703)	$	811.97
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	117,206.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	2,330,804.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,947,801.02
8. CURRENT PAYMENT DUE	$	383,003.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,046,484.08

OK
J Burgess 6/3/08

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

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

CONTRACTOR: Bass Construction Co., Inc.
By: Russell McCown Date: 5/29/08
State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 29th day of May, 2008
Notary Public: Margie Barker
My Commission expires:

MARGIE BARKER NOTARY PUBLIC STATE OF TEXAS

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $

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

ARCHITECT:
By: Date:

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

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

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AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 07-00200008
APPLICATION DATE: 5/29/2008
PERIOD TO: 5/31/2008
ARCHITECT'S PROJECT NO: 07-002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurances	83,348.00	83,348.00			83,348.00	100.00		4,167.40
01-100	Permit Fee	10,000.00	7,020.00			7,020.00	70.20	2,980.00	351.00
01-150	Engr/Arch/Survey/	80,000.00	80,000.00			80,000.00	100.00		320.55
01-200	Rentals/Temporaries	6,930.00	5,187.00	693.00		5,880.00	84.85	1,050.00	294.00
01-250	Housekeeping	14,378.00	7,909.00	2,157.00		10,066.00	70.01	4,312.00	503.30
01-300	Supervision/Travel/Proj. Mgmt.	71,550.00	50,212.00	10,733.00		60,945.00	85.18	10,605.00	3,047.25
01-350	Project Closeout	2,250.00						2,250.00	
01-400	Layout/Misc. Expenses	1,612.00	1,612.00			1,612.00	100.00		80.60
01-450	Contingency Allowance	100,000.00	20,454.60			20,454.60	20.45	79,545.40	1,022.73
01-500	Profit & Overhead	181,736.00	108,786.00	27,260.00		136,046.00	74.86	45,690.00	6,802.30
01-550	Design Fee	30,289.00	30,289.00			30,289.00	100.00		
02-000	SITE WORK								
02-150	Earthwork	136,158.00	129,351.00			129,351.00	95.00	6,807.00	6,467.55
02-250	U.G. Storm	103,470.00	103,470.00			103,470.00	100.00		5,173.50
02-300	Erosion Control	3,420.00	3,420.00			3,420.00	100.00		171.00
02-350	Curbs & Gutters	7,184.00	7,184.00			7,184.00	100.00		359.20
02-400	S/Ws & Ramps	44,488.00	40,039.00			40,039.00	90.00	4,449.00	2,001.95
02-550	HC /signs & Striping	2,975.00						2,975.00	
02-600	Landscape/Irrigation	27,502.00						27,502.00	
03-000	CONCRETE								
03-200	Foundation-M&L	189,970.00	189,970.00			189,970.00	100.00		9,498.50
03-250	Concrete Paving	275,394.00	275,394.00			275,394.00	100.00		13,769.70
03-275	Light Pole Bases	6,000.00						6,000.00	
03-300	2nd Floor Conc. Deck	24,500.00	24,500.00			24,500.00	100.00		1,225.00

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AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 07-00200008
APPLICATION DATE: 5/29/2008
PERIOD TO: 5/31/2008
ARCHITECT'S PROJECT NO: 07-002

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
03-325	Elevator Pit	3,500.00	3,500.00			3,500.00	100.00		175.00
03-350	Stairs/Grout/Infills	2,500.00	2,500.00			2,500.00	100.00		125.00
03-375	Mechanical Pads	1,500.00	1,500.00			1,500.00	100.00		75.00
04-000	MASONRY								
04-050	Masonry-M&L	56,530.00	14,133.00		16,959.00	31,092.00	55.00	25,438.00	1,554.60
05-000	METALS								
05-050	Structural Framing/Trusses-M	199,394.00	199,394.00			199,394.00	100.00		9,969.70
05-100	Structural Labor	37,832.00	37,832.00			37,832.00	100.00		1,891.60
06-000	WOODS & PLASTICS								
06-050	Rgh Frmn M&L/Deck/Truss/Hd	85,130.00	72,360.00	8,513.00		80,873.00	95.00	4,257.00	4,043.65
06-150	Cabinets & Shelves	16,925.00						16,925.00	
07-000	THERMAL & MOISTURE PRO								
07-050	Moisture Proofing	11,775.00						11,775.00	
07-075	Wall Insulation	30,546.00	6,109.00	21,382.00		27,491.00	90.00	3,055.00	1,374.55
07-100	Roofing M&L	158,252.00	47,476.00	63,300.00		110,776.00	70.00	47,476.00	5,538.80
08-000	DOORS & WINDOWS								
08-050	Doors/Frames/Hardware	45,728.00	4,573.00	2,286.00		6,859.00	15.00	38,869.00	342.95
08-200	Glass & Glazing	97,900.00	19,580.00	35,244.00		54,824.00	56.00	43,076.00	2,741.20
09-000	FINISHES								
09-050	Drywall	220,625.00	121,343.00	55,154.00		176,497.00	80.00	44,128.00	8,824.85
09-100	Acoustical Ceilings	25,100.00						25,100.00	
09-150	Plaster/Stucco	28,660.00						28,660.00	
09-200	Ceramic Tile	51,723.00						51,723.00	
09-225	Carpet/Base/Sealer	33,064.00						33,064.00	
09-250	Painting	25,768.00						25,768.00	

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 07-00200008
APPLICATION DATE: 5/29/2008
PERIOD TO: 5/31/2008
ARCHITECT'S PROJECT NO: 07-002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
10-000	SPECIALTIES								
10-100	Signage & Plaques	2,801.00						2,801.00	
10-150	Fire Extinguishers	625.00						625.00	
10-200	Toilet Partitns & Accessr	6,675.00						6,675.00	
14-000	CONVEYING SYSTEMS								
14-050	Elevators	44,200.00	11,373.00			11,373.00	25.73	32,827.00	568.65
15-000	MECHANICAL								
15-050	Plumbing	83,512.00	57,890.00	5,011.00		62,901.00	75.32	20,611.00	3,145.05
15-100	HVAC	305,425.00	137,441.00	74,439.00		211,880.00	69.37	93,545.00	10,594.00
15-125	Testing & Balancing	5,295.00						5,295.00	
15-150	Sprinkler System	68,600.00	62,462.00	2,744.00		65,206.00	95.05	3,394.00	3,260.30
16-000	ELECTRICAL								
16-050	Electrical M&L	309,150.00	77,238.00	77,287.00		154,525.00	49.98	154,625.00	7,726.25
16-100	Fire Alarm System	15,400.00						15,400.00	
	Totals	3,377,289.00	2,044,849.60	386,203.00	16,959.00	2,448,011.60	72.48	929,277.40	117,206.68

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12D

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

Date Submitted: June 2, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: June 10, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Brown & Gay Invoice No. 05-8056 in the amount of $3,175.00 for Professional Services Rendered on the Fort Bend County U of H Library Sugar Land

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-06SLLIBRY
-
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): Please Approve

M1394

PO # 14697
R # 22305

AS PER ORIGINAL

OK to pay 5.30.08

INVOICE

BROWN & GAY
ENGINEERS, INC.

Fort Bend County
Director, Facilities & Planning Dept.
1402 Band Road, Suite 100
Rosenberg, TX 77471
Attn: Mr. Don Brady

Date: May 19, 2008
Invoice No: 05-8056
Project No: FBC20-50

Re: UH Library Sugarland - Design

Services current through May 10, 2008

Phase	Contract Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Design	31,750.00	10.00%	3,175.00	0.00	3,175.00
Const Admn	3,500.00	0.00%	0.00	0.00	0.00
Topo Survey	7,500.00	0.00%	0.00	0.00	0.00
	42,750.00		3,175.00	0.00	3,175.00

Total Fixed Fee **$3,175.00**

Total Amount Due This Invoice RDH **$3,175.00**

RECEIVED
MAY 28 2008
BY:

10777 Westheimer • Suite 400 • Houston, Texas 77042 • TEL: 281-558-8700 • FAX: 281-558-9701

INVOICE PAYABLE UPON RECEIPT

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

Work Completion Verification Form

Vendor:	**Brown & Gay**
Purchase Order #:	
Invoice #:	**05-8056 $ 3,175.00**
Contact Person:	**Ronnie Harris**
Phone Number:	
Location of Work Performed:	**FBC Library - University Branch**
Date Work Completed:	**10 May, 2008**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

29 MAY, '08

12E

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

Date Submitted: June 3, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: June 10, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Turner Pay Application No. 9 in the amount of $3,632,074.88 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: Pay Application

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

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☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

EXHIBIT K
APPLICATION FOR PAYMENT

PERIODICAL ESTIMATE NO. 9 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. 9 are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between County of Fort Bend, TX and Turner Construction (Construction Manager) dated 05/21/08

(a)	Total amount earned for work in place (original contract)	$22,563,056.01
(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))	$22,563,056.01
(e)	Amount retained (10%)	$2,253,414.60
(f)	Total earned less retained percentage ((d) minus (e))	$20,309,641.41
(g)	Total previously approved	$16,677,566.53
(h)	Amount due THIS ESTIMATE ((f) minus (g))	$3,632,074.88
(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))	$3,632,074.88 ✓

OK
Burgess
6/4/08

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

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

Construction Manager [signature] By
Date 5/30/08 Title

CERTIFICATE OF THE RESIDENT ENGINEER INSPECTOR

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

Name [signature] Resident Engineer Inspector. Date: 6-2-08

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: 5.30.08

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: Jun 2, 2008

Contractor: Turner Construction

Contract Name: Construction Management

Project Name: Fort Bend County Jail Expansion

Payment No: 012 (EOM May, 2008)

Services Provided: Requested payment through May 31, 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	$16,677,566.53
3.	Construction Services - Retainage Held to Date	$1,849,850.73
4.	Construction Services - Amount Requested this Invoice	$3,632,074.88
5.	Construction Services – Retainage to be held this period	$403,563.87
6.	Construction Services - Total Retainage Held (including above)	$2,253,414.60
7.	Construction Services - Amount Owed this Invoice	$3,632,074.88

Percentage complete based on cost (Cost based on dollars in GMP allocated to construction)..... 34%

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471
Attn: Don Brady

PROJECT: Fort Bend County Jail
1400 Ransom Road
Richmond, TX 77469

APPLICATION NO: 9
PERIOD FROM: 04/22/08
PERIOD TO: 05/21/08

DISTRIBUTION TO:
[X] OWNER
[X] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

FROM: TURNER CONSTRUCTION COMPANY
4263 Dacoma St.
Houston, TX 77092

ARCHITECT: Rosser International
524 West Peachtree Street
Atlanta, GA 30308

CONTRACT FOR:

TURNER PROJECT NO: 1367800

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
CHANGE ORDERS FROM PREVIOUS MONTHS TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date		
TOTALS		0.00	0.00
NET CHANGE		0.00	

1. ORIGINAL CONTRACT SUM	$	66,372,860.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (LINE 1+2)	$	66,372,860.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	22,563,056.01
5. RETAINAGE:		
a. 10 % of Completed Work (Column D+E on G703) — 2,253,414.60		
b. 0% of Stored Material —		
Total Retainage (Line 5a +5b or Total in Column I of G703)	$	2,253,414.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	20,309,641.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Certificate)	$	16,677,566.53
8. CURRENT PAYMENT DUE	$	3,632,074.88
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	46,063,218.59

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

CONTRACTOR: TURNER CONSTRUCTION COMPANY
By: [signature] Date: 5/30/08

STATE OF: TEXAS
Subscribed and sworn before me on this 2nd day of June 2008
Notary: [signature]

DAVID K. CRAMER
Notary Public, State of Texas
My Commission Expires
December 12, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 3632074.88
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:
By: [signature] Date: 5.30.08

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

Exhibit K: schedule 1

AS PER ORIGINAL

Trade Contractor Payment Report of Work Subcontracted

Report Period From: 04/22/08 To: 05/21/08

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
01	General Requirements	1,249,000.00	68,921.46	62,029.31	33%	370,827.59	
02	Selective Demolition						
	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	
03	Earthwork						
	Precision Site Works:						
	CCIP Insurance	18,916.00	0.00	0.00	100%	17,024.40	
	CCIP Insurance CO #2	1,402.00	0.00	0.00	100%	1,261.80	
	CCIP Insurance CO #3	4,350.00	0.00	0.00	100%	3,915.00	
	CCIP Insurance CO #4	1,356.00	0.00	0.00	100%	1,220.40	
	CCIP Insurance CO #5	1,061.00	0.00	0.00	100%	954.90	
	CCIP Insurance CO #6	1,570.00	0.00	0.00	100%	1,413.00	
	CCIP Insurance CO #7	1,077.00	0.00	0.00	100%	969.30	
	CCIP Insurance CO #8	626.00	0.00	0.00	100%	563.40	
	CCIP Insurance CO #9	41.00	0.00	0.00	100%	36.90	
	CCIP Insurance CO #10	262.00	0.00	0.00	100%	235.80	
	CCIP Insurance CO #11	572.00	0.00	0.00	100%	514.80	
	CCIP Insurance CO #12	425.00	0.00	0.00	100%	382.50	
	CCIP Insurance CO #13	417.00	0.00	0.00	100%	375.30	
	CCIP Insurance CO #14	1,707.00	0.00	0.00	100%	1,536.30	
	Sub-Total Precision Site Works	1,521,325.00	0.00	0.00	54%	745,472.25	
	Erosion & Sedimentation Control						
	Sub-Total Subcontractor	20,130.00	450.00	405.00	33%	6,007.05	
04	Termite Control						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
05	Asphalt Paving						
	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	
06	Pavement Marking						
	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	
07	Utilities						
	Jarrar & Co.						
	CCIP Insurance	14,827.00	0.00	0.00	100%	13,344.30	
	CCIP Insurance - CO #1	145.00	0.00	0.00	100%	130.50	
	CCIP Insurance - CO #2	371.00	0.00	0.00	100%	333.90	
	Sub-Total Jarrar & Co.	361,912.00	0.00	0.00	84%	273,704.04	
08	Fences & Gates						
	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	
09	Landscaping						
	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	
10	Concrete						
	Berkel						

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	CCIP Insurance	30,480.00	0.00	0.00	100%	27,432.00	
	Sub-Total Berkel	884,731.00	0.00	0.00	100%	796,257.90	
	Baker						
	CCIP Insurance	56,094.00	0.00	0.00	100%	50,484.60	
	CCIP Insurance - CO #1	5,811.00	5,811.00	5,229.90	100%	5,229.90	
	CCIP Insurance - CO #2	2,126.00	2,126.00	1,913.40	100%	1,913.40	
	Sub-Total Baker	7,164,498.00	689,660.56	620,694.50	92%	5,950,736.38	904,619.16
	Concrete - Site Paving						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	#DIV/0!	0.00	
11	Precast Concrete						
	Lowe Precast						
	CCIP Insurance	57,717.00	0.00	0.00	100%	51,945.30	
	Sub-Total Lowe Precast	3,056,221.00	272,959.00	245,663.10	29%	803,054.70	180,825.30
12	Masonry & Cast Stone						
	Winco Masonry						
	CCIP Insurance	199,045.00	0.00	0.00	0%	179,140.50	
	CCIP Insurance - CO #3	4,184.00	4,184.00	3,765.60	0%	3,765.60	
	Sub-Total Winco Masonry	2,572,564.00	319,754.00	287,778.60	23%	522,609.30	214,926.20
13	Metals						
	Berger Iron Works						
	CCIP Insurance	33,087.00	0.00	0.00	0%	29,778.30	
	CCIP Insurance - CO #1	7,388.00	7,388.00	6,649.20	0%	6,649.20	
	Sub-Total Berger Iron Works	1,255,916.00	448,232.00	403,408.80	48%	538,362.90	131,645.40
14	Expansion Joint Covers						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	#DIV/0!	0.00	
15	Carpentry & Cabinets						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	197,020.00	0.00	0.00	0%	0.00	
16	Waterproofing & Sealants						
	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	Metal Wall Panels						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	#DIV/0!	0.00	
18	Roofing						
	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	Spray-on Fireproofing						
	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	Standard Doors, Frames and Hdwr						
	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	Overhead Coiling Doors						
	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	Standard Glass						

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	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	Drywall & Acoustical						
	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	
24	Tile						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	307,482.00	0.00	0.00	0%	0.00	
25	Carpet & Resilient Flr						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	202,834.00	0.00	0.00	0%	0.00	
26	Epoxy Quartz Flooring						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	#DIV/0!	0.00	
27	Paint & Wall Coverings						
	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	
28	Toilet Pts & Accys						
	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	
29	Misc. Specialties						
	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	
30	Access Flooring						
	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	
31	Signage						
	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	
32	Loading Dock Equip						
	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	
33	Steel Cells						
	CCC Group						
	CCIP Insurance	277,000.00	277,000.00	249,300.00	0%	249,300.00	
	Sub-Total CCC Group	9,370,630.00	295,021.43	265,519.29	5%	395,446.28	63,180.76
34	Security Equip, TV, DWR Glazing						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
35	Food Service Equipment						
	Subcontractor						
	CCIP Insurance	10,184.00	10,184.00	9,165.60	0%	9,165.60	
	Sub-Total Subcontractor	585,000.00	49,858.15	44,872.34	9%	44,872.34	
36	Laundry Equipment						
	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	

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37	Elevators						
	KONE						
	CCIP Insurance	24,971.00	24,971.00	22,473.90	0%	22,473.90	
	Sub-Total KONE	625,108.00	128,580.00	115,722.00	21%	115,722.00	
38	Fire Sprinklers						
	Elite						
	CCIP Insurance	58,537.00	0.00	0.00	0%	52,683.30	
	Sub-Total Elite	864,780.00	384,162.00	345,745.80	61%	475,380.90	74,912.40
39	Plumbing						
	Humphrey Company:						
	CCIP Insurance	173,587.00	0.00	0.00	100%	156,228.30	
	CCIP Insurance - CO #1	4,505.00	0.00	0.00	100%	4,054.50	
	Sub-Total Humphrey Company	3,904,218.00	167,640.00	150,876.00	48%	1,703,434.50	521,415.00
40	HVAC						
	Fort Bend Mechanical						
	CCIP Insurance	161,292.00	0.00	0.00	100%	145,162.80	
	Sub-Total Fort Bend Mechanical	4,161,323.00	184,786.62	166,307.96	18%	678,207.56	155,741.19
	Turner Logistics						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Turner Logistics	494,668.00	0.00	0.00	16%	69,887.61	69,887.61
41	Electrical						
	Kenmor Electrical						
	CCIP Insurance	204,610.00	0.00	0.00	100%	184,149.00	
	CCIP Insurance - CO #1	9,483.00	9,483.00	8,534.70	100%	8,534.70	
	Sub-Total Kenmor Electrical	4,922,770.00	311,289.00	280,160.10	33%	1,454,604.30	277,968.60
	Turner Logistics						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Turner Logistics	527,101.00	34,021.48	30,619.33	20%	94,904.71	64,285.38
42	Div. 13 Security Systems						
	Metroplex Control Systems						
	CCIP Insurance	80,740.00	0.00	0.00	0%	72,666.00	
	Sub-Total Metroplex Control Systems	4,212,002.00	80,500.00	72,450.00	0%	92,700.00	12,176.00
43	Data Cabling						
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
44	Sallyport Expansion						
	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 Exterior Rec Yards						
	Admiral Glass						
	CCIP Insurance	6,730.00	0.00	0.00	0%	6,057.00	
	Sub-Total Admiral Glass	183,699.00	0.00	0.00	95%	156,355.07	4,420.80
50	New 12' Wide Lane at Eight Drive						
	Subcontractor						

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	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 T

Title Project Manager

Phone 832-367-9000

Date 5/30/01

13

June 3, 2008

AGENDA ITEM

Dear Judge and Commissioners:

The Board of Directors of the Authority reviewed the following items at their regular meeting held on May 21, 2008, and makes the following recommendations to Commissioners Court:

1. Approval of construction invoices in the amount of $3,844,313.43 ($3,839,648.40 for Parkway, Section A, $1,072.70 for Parkway, Section B, $2,329.58 for Westpark, Project B, and $1,262.75 for Grand Parkway).

2. Approval of operations invoices in the amount of **$98,524.63** for the Fort Bend Parkway, Project A and Westpark Corridor.

#13 Consent

3. Approval of contract in the amount of $34,737.00 with TransCore LP for purchase and installation of violation enforcement for main lane toll plaza equipment for the Fort Bend Parkway.

4. Approval of **Road Construction and Access Agreement** with Parkway Plaza LLC (The Ainbinder Company) for Fort Bend Parkway, Project B.

Copies of the related documents are attached. Please place these items for consideration by Commissioners Court on the agenda for the meeting scheduled on June 10, 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,

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

AS PER ORIGINAL

TRANSCORE

2705 W. Sam Houston Pkwy. N.
Houston, Texas 77043
713 355-3628 713 355-3349 fax
www.transcore.com

April 14, 2008

Mr. Michael E. Stone, PMP/PSP
Professional Project Management Services
P.O. Box 546
Richmond, TX 77479

Re: Spare Violation Enforcement Equipment Quote – Fort Bend Parkway

Dear Mr. Stone:

TransCore is pleased to provide this quote as requested to install (1) one lane of Violation Enforcement Equipment at the Fort Bend County Toll Road Parkway Mainline location:

Item	Description	Total Qty	Unit Price	Extended Price
1	VES Camera	1	$1,779.00	$1,779.00
2	VES Camera Housing	1	$2,226.00	$2,226.00
3	Camera Junction Box (1 camera/lane)	1	$3,190.00	$3,190.00
5	a. LED Illuminator	1	$2,919.00	$2,919.00
6	a. LED Illuminator Bracket	1	$ 130.00	$ 130.00
7	LED Illuminator Junction Box	1	$1,744.00	$1,744.00
	Subtotal - Materials			**$11,988.00**
8	Lane Installation (Labor + Materials)	1	$22,749.00	$22,749.00
	Subtotal - Labor			**$22,749.00**
	TOTAL PRICE			**$34,737.00**

The VES camera equipment delivery lead time is (90) ninety days ARO.

If FBCTRA agrees to the price above and the attached Terms and Conditions, please sign both copies of this document and return to Ron Barr for TransCore signature.

We appreciate the opportunity to provide these products and services to the Fort Bend County Toll Road Authority. Please contact me should you have any questions or need additional information at (713) 939-5415.

Sincerely,
TRANSCORE

Ron Barr

Ron Barr
Operations Manager

TRANSCORE.

Accepted by:

Fort Bend County Toll Road Authority

Signature: _____

Print Name: James D. Condrey

Title: Chairman

Date: May 21, 2008

TransCore, LP

Signature: _____

Print Name: _____

Title: _____

Date: _____

1. *Payment*

All invoices, prepared in accordance with the Milestone Billing Schedule, shall be paid Net 60 days from invoice date. Late payments are subject to a 1.5% per month interest charge.
Payment shall be made as follows:

For *Domestic Wires:*	*Regular Mail Address for checks*	*Overnight Mail for checks:*
Wachovia Bank 1525 W. W.T. Harris Blvd Charlotte NC 28262-8522 Acct # 2000028340177 Routing # 061000227	TransCore PO Box 933493 Atlanta GA 31193-3493 (Please use 9 digit zip code)	Wachovia TransCore Attn: 933483 3585 Atlanta Ave. Hapeville, GA 30354

2. *Standard of Care*

TransCore, in performing any Services under this agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

3. *Entire Agreement*

In any resultant Agreement, the following will be the Order of Precedence: (a) The Contract Agreement, including this document, Exhibits and Attachments; (b) The Detailed Design Document; (c) TransCore's Proposal; (d) Addendum(s) to the RFP; (e) The RFP.

4. *Critical Design Phase*

If during the critical design phase of the Contract, TransCore and Customer fail to reach mutual agreement on the Functional Detail Design and Acceptance Criteria, either party may terminate the Contract for Convenience without obligation or liability to the other party.

5. *Limitation of Liability*

Any claim by Customer against TransCore relating to this contract, other than in warranty, must be made in writing and presented to TransCore within one year after the earlier of: (1) the date on which the Customer accepts the deliverable at issue; or (2) the date on which TransCore completes performance of the services specified in this contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

6. *Software Licensing*

All TransCore-owned and developed software will be provided in accordance with TransCore's Standard License Agreement, available upon request.

7. *Delays*

In the event TransCore is delayed in performing services under this Agreement by the Customer, Governmental bodies, Customer or other contractors, agents, public utilities, patrons, or other third parties, and such delays result in an increase in costs to TransCore or time for performance, Customer shall negotiate an equitable adjustment to the Agreement price, schedule, or both. TransCore shall provide timely written notice within five (5) days of becoming aware of a delay or the happening of an event, to provide Customer with an opportunity to resolve the delay or potential delay.

8. *Termination of Agreement for Convenience*

Customer or TransCore may at any time terminate this Agreement for convenience by giving fifteen (15) days written notice of termination. Upon termination, TransCore will be paid the reasonable value for services actually performed, based upon proration of the payment schedule set forth in this Agreement. Under no circumstances shall TransCore be paid an amount in excess of the maximum amount of the Agreement or for profit on unperformed portions of service.

9. *Termination of Agreement for Cause*

Prior to a termination for default, TransCore shall be given the opportunity to commence cure within fifteen (15) days after receipt of written notice to cure a default. In the event the TransCore fails to complete such cure within such period with the exercise of diligent efforts to complete the cure, up to a maximum of sixty (60) days, the city shall have the right to terminate this for default.

10. *Indemnification*

Each party shall defend, save the other harmless from and against and shall indemnify the other from any liability, loss, costs, expenses, or

damages caused by reason of its sole negligent acts or omissions to the extent allowed by law. The indemnifying party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying party fails or neglects to so defend, the party sued may defend the same and any expenses, including reasonable attorney's fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand.

11. Document Review and Approval

11.1 Any drawing, report, manual or other data submitted for the Customer's review shall be approved or disapproved within fourteen (14) calendar days of receipt. If the item is disapproved then the Customer will provide detailed comments that define the nature and extent of the deficiency and the type of remedial action expected. If the Customer does not approve or disapprove within fourteen (14) calendar days or if the Customer's comments are not received within the fourteen (14) day period, then TransCore's schedule will be extended commensurately.

11.2 This agreement provides for submission of one (1) draft, for comments, and one (1) final submittal of the documents and manuals. If the Customer requires additional submittals, equitable adjustments to the schedule and/or price will be handled through change orders to this Agreement.

12. Force Majeure

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but no limited to, acts of God or the public enemy, fires, earthquakes, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), or war, terrorist acts, or inclement weather, where the party whose performance was delayed did not otherwise cause or contribute to the cause of the delay or not prevent, when able to prevent, such delay. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, Subcontractors, or the like shall not excuse the TransCore's performance except to the extent that such failures are due to any cause without the fault and outside the reasonable control of such Suppliers, Subcontractors, or the like including, but not to, acts of God or the public enemy, fires, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), or war, terrorist acts, or inclement weather.

13. Disclaimer of Implied Warranties

THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY TRANSCORE. TRANSCORE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

14. Governing Law

This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, without regard to its conflicts of law principles.

15. System Warranty

15.1 TRANSCORE WARRANTS, IF THE WARRANTY OPTIONS IS EXERCISED, FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION, [THAT BEING THE FIRST DATE UPON WHICH TOLLS ARE COLLECTED], THAT THE SYSTEM PROVIDED UNDER THE CONTRACT WILL BE OF GOOD QUALITY AND MATERIALS IN ACCORDANCE WITH THE (SYSTEM DESIGN DOCUMENT TECHNICAL SPECIFICATIONS). IN THE EVENT OF AN INCIDENT REQUIRING MAINTENANCE OUTSIDE OF THE NORMAL PREVENTIVE, PREDICTIVE, AND CORRECTIVE REQUIREMENTS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO FORCE MAJEURE, VANDALISM, THEFT, OR ACCIDENTS, TRANSCORE WILL PERFORM SUCH WORK ON A TIME AND MATERIALS BASIS.

15.2 WARRANTY EXCLUSIONS: THE WARRANTIES PROVIDED FOR HEREIN DO NOT APPLY TO PROVISION OF THIRD PARTY COTS UPGRADES, CONSUMABLE ITEMS AND MATERIALS, AND TO THE SYSTEM DUE TO NORMAL WEAR AND TEAR; FAILURES OR DAMAGE RESULTING FROM CAUSES OUTSIDE OF THE BASIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO: (I) MISUSE DUE TO FAULT OR NEGLIGENCE OF CUSTOMER OR ITS OTHER CONTRACTORS OR AGENTS; (II) TO DAMAGE FROM POWER SOURCES OR PERIPHERAL EQUIPMENT NOT DELIVERED WITH TRANSCORE'S SYSTEM; (III) OPERATION OF THE EQUIPMENT OUTSIDE OF THE MANUFACTURERS' SPECIFIED ENVIRONMENTAL CONDITIONS; (IV) VANDALISM; (V) MAINTENANCE, MODIFICATIONS OR REPAIRS BY PARTIES OTHER THAN TRANSCORE OR ITS DESIGNATED AGENTS; (VI) TO THE EXTENT SERVICES ARE PROVIDED WITH RESPECT TO THE SYSTEM BY OTHERS WITHOUT TRANSCORE'S APPROVAL AND SUCH SERVICES CAUSE TRANSCORE TO BE UNABLE TO PERFORM THE SERVICES HEREUNDER OR TO BE ABLE TO PERFORM THE SERVICES ONLY AT ADDITIONAL COSTS WHICH ARE NOT REIMBURSED BY CUSTOMER; OR (VII) TO LOSS OR DAMAGE TO ANY THIRD PARTIES NOR ANY CONSEQUENTIAL DAMAGES.

16. Changes

16.1 Customer may, at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this Agreement in any one or more of the following:

i. Drawings, designs or specifications;
ii. Method of shipping or packing;
iii. Place of inspection, acceptance or point of delivery; and
iv. Delivery Schedule

16.2 Should any such change increase or decrease the cost and/or the time required for performance of this Agreement, an equitable adjustment may be requested by TransCore or Customer in the price, delivery schedule or both. No request by TransCore for such adjustment will be valid unless submitted to Customer within thirty (30) days from date of such change. The request for adjustment should include charges for redundant material, work in process and any other costs involved.

16.3 Any claim for cost associated with a change in the scope of the work shall be negotiated between TransCore and Customer. Adjustments to price shall be computed by agreement of a fixed price. Customer may request TransCore to submit a written proposal indicating the price at which TransCore would be willing to perform certain changes in the Work as described by Customer. Upon receipt of such a request, TransCore shall prepare and submit such proposal promptly, but no later than thirty (30) business days. If TransCore and Customer agree in writing as to the price to be paid to TransCore for the Work changes, this Agreement shall be deemed amended in accordance therewith.

17. Insurance

TransCore will provide the follow insurance coverage:

A. Workers' Compensation - Insurance for statutory obligations imposed by law.

B. Employers Liability - Insurance with limits of $1,000,000 for bodily injury by accident and $1,000,000 for bodily injury by disease, including, if applicable, maritime coverage endorsement.

C. Commercial General Liability - including products and completed operations coverage, full fire legal liability and contractual liability, with a per occurrence limit of $1,000,000.

D. Business Auto Liability - Coverage for bodily injury and property damage liability for all owned, hired or non-owned vehicles, with an each accident limit of $1,000,000.

E. Professional Liability - $1,000,000 per occurrence and aggregate providing coverage for claims arising out of the performance of professional services, resulting from any error, omission or negligent act of the Seller.

F. Umbrella Policy - $5,000,000.

18. Hazardous Conditions and Differing Site Conditions

18.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, TransCore is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, TransCore will stop Work immediately in the affected area and duly notify Owner/Customer and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site. Upon receiving notice of the presence of suspected Hazardous Conditions, Owner/Customer shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner/Customer retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner/Customer must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

18.2 TransCore shall be obligated to resume Work at the affected area of the Project only after Owner's/Customer's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. TransCore may be entitled, to an adjustment in its Contract Price and/or Schedule to the extent TransCore's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

18.3 To the fullest extent permitted by law, Owner/Customer shall indemnify, defend and hold harmless TransCore, TransCore's Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

19. Duty to Cooperate

Customer shall, throughout the performance of the Work, cooperate with TransCore and perform its responsibilities, obligations and services in a timely manner to facilitate TransCore's timely and efficient performance of the Work and so as not to delay or interfere with TransCore's performance of its obligations under the Contract Documents.

20. Risk of Loss

The Customer shall bear all risk of loss for materials and equipment upon delivery to job site(s) of the Customer.

21. Factory Acceptance Test

TransCore's technical proposal and corresponding price include our standard practice for designing and conducting a Factory Acceptance Tests. The Factory Acceptance Test is a schedule milestone and checkpoint preceding field deployment. Its purpose is to demonstrate the primary system functionality. To do so, a variety of representative tests are performed to exercise a broad subset of the system functionality. The tests are not designed to ensure 100% validation of all possible permutations and combinations of system functionality. The scope of a standard Factory Acceptance Test is such that it can be conducted in four or five business days. The written test script that is followed is typically 75 to 100--8.5" x 11" 12 point type pages. This is what has been assumed and this is what TransCore has provided for in its technical approach, schedule and price. Should the [Customer] wish to conduct more extensive verification or validation testing, modifications to the contract will be needed in the area of price and schedule.

22. Obsolescence

TransCore's performance under this contact is based on utilization of equipment, materials, and software available at the time this contract was executed. If technological improvements, product discontinuations, or other vendor caused modifications occur to the equipment, materials, or software during or after the contract term, TransCore will provide the Customer with notification of the impact of such changes on this project in the form of an engineering change proposal addressing the impact. Any additional services required due to technological/obsolescence changes may require an equitable adjustment to the contract schedule, price, and/or contract provisions depending on the facts of the situation. All changes will be performed upon a mutually agreeable basis.

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: 06/04/08	**Submitted By: Jean N. Galloway, MD**
	Department: Health & Human Services
Court Agenda Date: 06/10/08	**Phone Number: 281-238-3589**

SUMMARY OF ITEM: Approve and sign Contract Revision Request to Department of State Health Services for Budget /Program Adjustment regarding the Tobacco Prevention and Control Coalition Program, Contract No. 2008-025615.

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:
DSHS
REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

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

DISTRIBUTION:

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

☒	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):

6-12-08 copy received

AS PER ORIGINAL

[redacted]

DEPARTMENT OF STATE HEALTH SERVICES
Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and **Ft. Bend Co Health and Human Services** (Contractor) agree to certain terms of Contract No. **2008-025615** (Contract), Program Attachment No. **001/TCC** (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

****

1. Revision Request - Section of Program Attachment to be revised: DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract:

REVISING BUDGET

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): _____

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES

_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit
1100 West 49th Street
Austin, Texas 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

FORT BEND COUNTY HEALTH AND HUMAN SERVICES
Contractor

_____
Signature

June 10, 2008
Date

Robert E. Hebert, County Judge
Printed Name and Title

309 S. 4th Street, Suite 719
Address

Richmond, TX 77469
City, State, Zip

281-341-8608
Telephone Number

reynokay@co.fort-bend.tx.us
E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Contract Manager in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

REQUEST FOR BUDGET / PROGRAM ADJUSTMENT

Contractor Name:	FORT BEND COUNTY HEALTH AND HUMAN SERVICES		
Attachment I.D.:	2008-025615-001	Contact Person:	Kaye Reynolds
Program Type:	TCC	Telephone Number:	281-238-3519

COST REIMBURSEMENT PROGRAM

CATEGORY	CURRENT APPROVED BUDGET	CHANGE REQUESTED	NEW OR REVISED BUDGET
Personnel	$15,000	($5,000)	$10,000
Fringe Benefits	$1,283	($428)	$855
Travel	$756	$0	$756
Equipment	$1,834	$147	$1,981
Supplies	$5,000	($1,147)	$3,853
Contractual	$67,418	($870)	$66,548
Other	$2,480	$7,298	$9,778
Indirect Cost	$0	$0	$0
Match	$4,935	$0	$4,935
Total	$98,706	$0	$98,706

UNIT RATE PROGRAM

SERVICE TYPE	CURRENT APPROVED SERVICE AMOUNT	SERVICE CHANGE REQUEST	REVISED SERVICE AMOUNT	ORIGINAL GOAL OF NUMBER SERVED	REVISED GOAL OF NUMBER SERVED

Justification for move: 1) to move funds to travel 14 students and 5 adults to the Teen Tobacco Summit in July as per grant requirements.

2) To cover increased cost of laptop since grant application was submitted.

Signature: Robert Hebert

Robert Hebert, County Judge

Date: June 10, 2008

AS PER ORIGINAL

INSTRUCTIONS

Request for Budget/Service Type Adjustment

Moving funds greater than 10% of the total contract amount is a **revision** to the contract and will require a Contract Revision Request (CRR) to be signed when submitting the BPA. Moving any amount of funds from the Equipment category is an **amendment** to the contract and will require an amendment to be signed after changes are completed by DSHS. No amendment or revision is valid unless it has been approved in writing by DSHS. In accordance with the Contract General Provisions, Section 13.15, if a revision or amendment is requested in the last quarter of the contract term, Contractor's written justification must include a reason for the delay in making the request. Revision and amendment requests are granted at the discretion of DSHS.

One form shall be completed per program.

I. Information

Complete top section of form by entering:

Contractor Name - the name of your organization
Attachment ID - this is the 13 digit number (year – contract # - attachment id)
Program Type – (TRY, PPI, YPU, etc...)
Contact person – name of person submitting request
Phone Number – telephone number of person submitting request
Contractor's Authorized Signature – DSHS authorized signatory
NOTE: **Contractor's Authorized Signature must be the same person that signs the CRR form if CRR form is required.**

II. Budget Revision/Amendment.

Complete Cost Reimbursement Program by entering:

Current Approved Budget- Enter the current DSHS budget in the column provided
Change Requested - Enter the change requested in each budget category (Enter negatives with ( ) or -)
New or Revised Budget – This will total automatically.

III. Unit Rate Program

Complete the Service Type by entering:

Service Type - Enter the service type that will be affected. (Ex.: Intensive Residential, Supportive Residential)
Current Approved Service Amount - Enter the current service dollar amount for that service.
Service Change Requested - Enter the amount of the increase or decrease in dollar amount for the service.
Revised Service Amount - Enter the amount of the new requested pay limit amount for that service.
Original Number Served. Enter the original goal for number of clients served for that service.
Revised Number Served. Enter the adjusted goal for number of clients to be served for that service.

14B

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **SOCIAL SERVICES** Dept. #: **6451**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
CAPITAL ACQUISITIONS	64500	$ 6,500
	TOTAL TRANSFERRED TO:	**$ 6,500**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
PROPERTY & EQUIPMENT	64000	$ 6,500
	TOTAL TRANSFERRED FROM:	**$ 6,500**

EXPLANATION: Funds for copier were put in Property and Equipment and need to be in Capital Acquisitions to pay for copier that was purchased to replace previous copier that could not be repaired.

Department Head: Hopie Solomon Date: 3-Jun-08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

ESP
Office Solutions, LLC
HP Authorized Dealer

1116 DAMON STREET
ROSENBERG, TX 77471

PHONE: 713-977-9999
FAX: 281-232-8885

FBC Purchasing
Attention: Debbie Kaminski
April 4, 2008

Re: **Copiers recommended for FBC**

23 copies per minute – Sharp AR-M237	$ 3,500.00
35 copies per minute – Sharp AR-M355	$ 5,500.00
45 copies per minute – Sharp AR-M455	$ 6,500.00

All equipment listed above qualifies for the FBC Copier maintenance contract and will be supported by ESP Office Solutions. The copiers listed below will also qualify for the contract, but due to the multifunction of these units toner will be excluded and the department will be required to purchase the supplies. Parts and labor will still be included.

Hp LaserJet 4345mfp - $ 6,400.00 (**revised price**)
(45 copies per minute)
Hp LaserJet 9050mfp - $ 12,000.00 (**new**)
(50 copies per minute)
Hp LaserJet 9050mfp - $ 7500.00 (**refurb and new add on**)
(50 copies per minute)
DSS software for the HP copiers only. (Scanning and e mail) $399.00

Sincerely,

Johnny Escobedo Jr.

ESP OFFICE SOLUTIONS Fax:281-232-8885 Apr 10 2008 14:17 P.02

15

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Law Library** Dept. #: **195585100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Operating Supplies	195585100 - 63600	$ 1,545
Mail Center - Office Supplies	100417100 - 63500	$ 1,600
	TOTAL TRANSFERRED TO:	**$ 3,145**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency	195585100 - 66500	$ 1,545
Transfers Out	195585100 - 70000	$ 1,600
	TOTAL TRANSFERRED FROM:	**$ 3,145** ✓

EXPLANATION: Funds needed in Operating Supplies to cover carpet purchase and installation. Funds needed in Mail Center for the Law Library to use facility for 2008 budget year. Law Library funds are separate from the cour County funds.

Department Head: Carol Brown Date: 5/28/08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

16

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Library** Dept. #: **100650100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property and Equipment	100650100 - 64000	$ 4,200
	TOTAL TRANSFERRED TO:	**$ 4,200**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Information Technology	100650100 - 65000	$ 4,200
	TOTAL TRANSFERRED FROM:	**$ 4,200** ✓

EXPLANATION: To purchase appliance rack out of proper line item.

Department Head: Carol Burns Date: 5/28/05

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert Hebert
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

AGENDA ITEM

17

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

Date Submitted: 6-4-2008

Court Agenda Date: 6-10-2008

Submitted By: Yvette R. Maldonado
Department: Public Transportation
Phone Number: 281-633-7433

SUMMARY OF ITEM:
Take all appropriate action to approve and authorize County Judge to sign and Transportation Director to submit Revised FY09 Grant Application Part I to the State of Texas for Rural Transportation Program Funds to be received from the Texas Department of Transportation in FY09.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐
List Supporting Documents Attached: Revised Application Part I Section I D. Subcontractors, Section C. Project Budget, and F. Capital Assistance Requested

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 below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

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

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

RECOMMENDATION / ACTION REQUESTED:

6-12-08 copy received

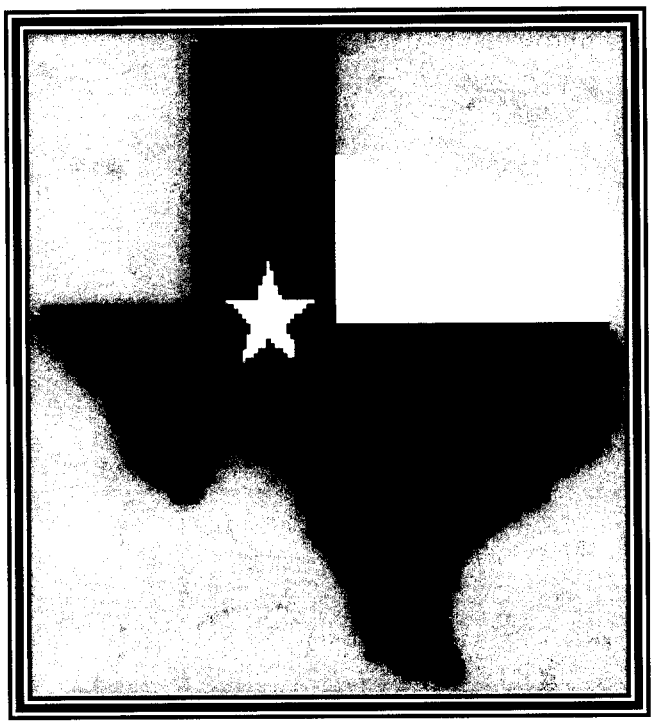
AS PER ORIGINAL

Texas Department of Transportation

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: **Fort Bend County**	Legal Name on Grant Agreement (if different):
Street Address: **301 Jackson, Ste 719**	Mailing Address (if different): **12550 Emily Court, Ste 400 Sugar Land, TX 77478**
City: Richmond Zip:**77469**	County: **Fort Bend**
Agency Telephone: **281-633-7433**	Email: **sheltonp@co.fort-bend.tx.us**
Agency Fax: **281-243-6715**	Website: **www.FortBendCountyGov.com**
Payee Identification (PIN) Number (14 digits [redacted]	
Primary Agency Contact Person	**Secondary (Backup) Contact**
Name: **Paulette Shelton**	Name: **Tennille Jones**
Title: **Transit Director**	Title: **Assistant Director**
Telephone # : **281-633-RIDE**	Telephone # : **281-633-RIDE**
Email: **sheltonp@co.fort-bend.tx.us**	Email: **jonesten@co.fort-bend.tx.us**
Other (pager, etc.): **281-303-1734**	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.

Primary Contact	**Secondary Contact**
Name: **Paulette Shelton**	Name: **Tennille Jones**
Office Telephone # **281-633-RIDE**	Office Telephone # **281-633-RIDE**
Home or Cell Telephone # **281-303-1737**	Home or Cell Telephone #
Email: **sheltonp@co.fort-bend.tx.us**	Email: **jonesten@co.fort-bend.tx.us**
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: **Robert E. Hebert**	Name:
Title: **County Judge**	Title:
Address: **301 Jackson, Ste 719 Richmond, TX 77469**	Address:
Telephone: **281-341-8608**	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: **TREK**	Name of Parent Agency (if different):
Physical Address: **4 Greenway Plaza, STE C950 Houston, TX 77046**	Mailing Address (if different):
Agency Contact Person: **Janet Redeker**	Telephone: **713-965-1711**
Title: **Executive Director**	Fax: **713-961-1547**
Email: **jr@trekhouston.org**	Website: **www.trekhouston.org**
What type of service is provided? **Commuter Service & Management**	

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: **TREK**	Name of Agency:
Name: **Janet Redeker**	Name:
Office Telephone # **713-965-1711**	Office Telephone #
Home or Cell Telephone # **713-664-8330**	Home or Cell Telephone #
Email: **jr@trekhouston.org**	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: **AFC Corporate Transportation**	Name of Parent Agency (if different):
Physical Address: **15734 Aldine Westfield Rd. Houston, TX 77032**	Mailing Address (if different):
Agency Contact Person: **John Ferrari**	Telephone: **713-988-5466**
Title: **Vice President**	Fax: **832-601-0955**
Email: **John@afchouston.com**	Website: **www.firstclasslimo.com**
What type of service is provided? **Demand Response**	

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: **AFC Corporate Transportation**	Name of Agency:
Name: **Steve George**	Name:
Office Telephone # **713-988-5466**	Office Telephone #
Home or Cell Telephone #	Home or Cell Telephone #
Email: **steve@afchouston.com**	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
☒ Rural Transit District	☐ Rural Transit District
☐ Urban Transit District	☐ Urban Transit District
☐ Metropolitan Planning Organization	☐ Metropolitan Planning Organization
☐ Metropolitan Transit Authority	☐ Metropolitan Transit Authority
☒ Governmental Entity	☐ Governmental Entity
☐ Native American Tribes or Indian Tribal Organization	☐ Native American Tribe or Indian Tribal Organization
☐ Non-Profit Agency	☐ Non-Profit Agency
☐ Private For-Profit Agency	☐ 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: 5307 - 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.

AS PER ORIGINAL

A. Capital Costs

Program	Description	9.01 Code	Total	Federal	Local	TDC %	Fed. Type
5311/5307	Acquisitioned Hardware	11.42.07	[illegible]	$1,164	$336		
5311/5307	Purchase of Service - COC	11.71.13	[illegible]	$1,001,306	$289,038		
5307	Replacement < 30 Ft Bus	11.12.04	[illegible]	$261,080	$65,270		
			0				
		Capital Subtotal:	**$1,618,194**	**$1,263,550**	**$354,644**		

B. Administrative Costs

	Description	Total	Federal	Local
1	Personnel	[illegible]	$121,082	$37,592
2	Fringe Benefits	[illegible]	$43,204	$13,445
3	Employment Agency	[illegible]	$3,880	$1,120
4	Travel	[illegible]	$5,018	$1,568
5	Office equipment	[illegible]	$5,820	$1,680
6	Maintenance Fees	[illegible]	$12,726	$3674
7	Newspaper Ads	[illegible]	$194	$56
8	Periodicals / Books	[illegible]	$194	$56
9	Membership Dues	[illegible]	$3,127	$903
10	Consultant	[illegible]	$19,400	$5,600
11	Consultant – Marketing	[illegible]	$31,040	$8,960
12		0	0	0
13		0	0	0
	Administrative Subtotal:	**$320,339**	**$245,685**	**$74,654**

C. Operating Costs

	Description	Total	Federal	Local
1	Purchase of Service	[illegible]	$802,359	$821,658
2	Personnel	[illegible]	$99,874	$101,248
3	Fringe	[illegible]	$39,074	$39,636
4	Consultant – Freight Rail Planning	[illegible]	$17,292	$17,708
5	Employment Agency	[illegible]	$2,470	$2,530
6	Travel	[illegible]	$3,883	$3,930
7	Consumables	[illegible]	$3,705	$3,795
8	Telephone	[illegible]	$3,477	$3,561
9	Misc. Operating Expenses	[illegible]	$494	$506
10	OEM Transtar Monthly Fee	[illegible]	$5,929	$6,071
11	P & R Lot Maintenance	[illegible]	$7,114	$7,286
20		0		
	Gross Operating Subtotal:	**$1,993,600**	**$985,671**	**$1,007,929**
	[illegible]	$186,421	$186,421	
	Net Operating Subtotal:	**$1,807,179**	**$799,250**	

Budget Totals:	Total	Federal	Local
	$3,745,712	**$2,308,485**	**$1,437,227**

Summary of Local Funds

Summary of Matching Funds
Note: Include all state and local funds that will be used to match the federal funds.

Source of Funds	Amounts
Fort Bend County General Revenue	$1,437,227
Total of Local Funds	**$168,412**

Percentage of Budget-Federal Funds Only	
Capital Cost	130%
Operating Cost	92.573%
Administration Cost	130%
Total	142.573%

Project Budget Comments: _____

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End of Section II

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 medicaid))
				Mon.	Tues.	We d	Thurs.	Fri.	Sat..	Sun.	Holidays	
Example 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*	*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 P**	**8 A to 9:30 A 12:30 to 2 P**	**8 A to 9:30 A 12:30 to 2 P**	**8 A to 9:30 A 12:30 to 2 P**	**8 A to 9:30 A 12:30 to 2 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

Note any changes in Service Area: _____

List Holiday(s) when service is not provided: New Years, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas

Comments / Exceptions: 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.

Attach the schedule(s) / map(s) / brochure(s) given out to customers.

AS PER ORIGINAL

B. Fare Structure

1. Enter the Fare for each of the following services.

Fare Type	Amount	Comments:
Regular Fare:	Demand Response $1.00/Trip/Person Commuter Service $2.25/Trip/Person	
Senior Fare:	Demand Response $1.00/Trip/Person Commuter Service $2.25/Trip/Person	
Persons with Disabilities (non-Paratransit):	Demand Response $1.00/Trip/Person Commuter Service $2.25/Trip/Person	
Personal Care Attendant	No Charge	
Paratransit:	N/A	
Student Fare:	Demand Response $1.00/Trip/Person Commuter Service $2.25/Trip/Person	
Monthly Pass:	N/A	
Tickets or Tokens:	Demand Response $1.00/Trip/Person Commuter Service $2.00/Trip/Person	
No Fare Charged:	N/A	
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	473
Asian	17137
Black or African American	24465
Native Hawaiian or Other Pacific Islander	118
White (including Hispanic)	74459
Other	1536
Total Persons:	118189

2. What is the approximate percentage of agency trips for the following purposes?

Trip Purpose	Percent (must equal 100%)
Employment	74 %
Social & Recreational	____ %
Nutrition	13 %
Adult Day Care	____ %
Education & Training	____ %
Non-Medicaid Medical	____ %
Medicaid Medical	____ %
Other (Specify) – **General Public**	13 %
Total:	100 %

Service Type	Percent (must equal 100%)
Fixed Route	74 %
Demand Response	26 %
Paratransit	____ %
Other (Specify)	____ %
Total:	100 %

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	12 %
Disabled Riders that don't need an Accessible Vehicle	13 %
Non-Disabled Riders	75 %
Total:	100 %

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	$ 103,228	$ 51,164	County & State Funds
5307	Purchase of Service - COC 11.71.13	1	$ 1,187,116	$ 237,423	County Funds
5310	Puchase of Service - COC 11.71.13	1	$ 262,500	$ 52,500	County Funds
5307	Replacement < 30 Ft Bus 11.12.04	5	$ 326,350	$ 65,270	County 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 alos 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 traininer 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 cogintive disabilities, enabling these individuals to access public transportaiton 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 transportaiton 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 utlized to expand the transportaiton 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 utlized 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	☐	☒
Inviting other drivers to attend training	☐	☒
Sharing back-up vehicles with other agencies	☐	☒
Providing information to riders/patrons on other available services.	☒	☐
Working with other agencies to identify when there is space available on their vehicles.	☒	☐
Purchasing rides from other agencies	☐	☒
Selling rides to other agencies	☒	☐
Other: _____		

3. Describe the agency's role in the regional public transportation coordination planning efforts? ***Fort Bend County's Public Transportaiton 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 transportaion 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 resoloutions 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 _____

Return to Table of Contents

End of Section III

AS PER ORIGINAL

Section IV:

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

June 10, 2008
Date

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)
x	____	II.	C.	Project Budget Worksheet
x	____	III.	A.	Schedule(s) / map(s) / brochure(s)
____	____	III.	E. 1.	Complementary Paratransit Plan
x	____	III.	I. 1	Current agency inventory list or a copy of most recent PTMS
x	____	III.	N. 1.	Balance Sheet, Income Statement and Statement of Cash Flows
____	____	IV.	N. 2.	Cost Allocation Plan Certification

Return to Table of Contents

End of Section IV

AGENDA ITEM

18 A, B, C

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 June 10, 2008

Consent Agenda:

Authorize advertising for Bids or RFPs for the following:

a. ~~Printing and mailing of tax statements;~~
b. Printing and mailing of public awareness information card; 18A
c. Designing and screening of public awareness advertisement in movie theaters; 18B
d. Opening day collections for Sienna Branch Library. 18C

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

On this the 10 day of June 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Road & Bridge** Dept. #: **6111**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	64500	$ 12,000
	TOTAL TRANSFERRED TO:	**$ 12,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	63000	$ 12,000
	TOTAL TRANSFERRED FROM:	**$ 12,000** ✓

EXPLANATION: The money is needed to cover shortage in purchasing two water trucks and replace an ice machine at the Beechnut Service Center.

Department Head: Mark A. Sloan Date: 5-Jun-08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

AGENDA ITEM

20 A, B

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

Date Submitted: 6/4/2008	**Submitted By:**
	Department: County Judge
Court Agenda Date: 6/10/2008	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:
Approve Cost Sharing Agreements For Regional Floodplain Analysis with Fort Bend County Levee Improvement District Nos. 6, 15, 17, 19, and 20.
Approve Professional Services Agreement with Michael Baker, Jr. Inc. for engineering services in an amount not to exceed $75,000 for regional floodplain analysis. (Fund: (Non-Departmental Fees)

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

List Supporting Documents Attached: *Copies of Agreements*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

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

☑	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:
Approve agreements.

Special Handling Requested (specify):

6-17-08 orig. ret. to Donna at Co. Judge (20A)
6-20-08 orig. ret. to Mary Reveles at Co Attorney (20B)

FORT BEND COUNTYLEVEE IMPROVEMENT DISTRICT NO. 6
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 6, 2008

The Honorable Robert Hebert
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Re: Cost-Sharing for Regional Floodplain Analysis

Dear Judge Hebert:

This letter sets forth the understanding between the Fort Bend County Levee Improvement District No. 6 ("the District") and Fort Bend County (the "County") with regard to the certain costs for a regional floodplain analysis to be conducted by the County pursuant to that certain agreement between the County and Michael Baker, Jr. Inc. (the "Project").

The District acknowledges that the Project will benefit the District by providing necessary floodplain analysis for the evaluation of the District's levee improvements. The District hereby agrees to contribute $15,000 for the Project. Upon the County's acceptance of this letter agreement, the District will submit a deposit of $15,000 to the County for the Project. Upon completion of the Project, the County will refund to the District any unexpended amounts, if any, paid by the District and provide a written copy of any Project analysis pertaining directly or indirectly to the District.

This letter agreement shall be effective upon acceptance of the County.

FORT BEND LEVEE IMPROVEMENT
DISTRICT NO. 6

President, Board of Directors

(SEAL)

194263

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

FORT BEND COUNTY

Robert Hebert
County Judge June 10, 2008

ATTEST:

Dianne Wilson, County Clerk

cc: Roy Cordes, Fort Bend County Attorney
Mark Vogler, Fort Bend County Drainage District Manager/Chief Engineer

194263

FORT BEND COUNTYLEVEE IMPROVEMENT DISTRICT NO. 15
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 2, 2008

The Honorable Robert Hebert
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Re: Cost-Sharing for Regional Floodplain Analysis

Dear Judge Hebert:

This letter sets forth the understanding between the Fort Bend County Levee Improvement District No. 15 ("the District") and Fort Bend County (the "County") with regard to the certain costs for a regional floodplain analysis to be conducted by the County pursuant to that certain agreement between the County and Michael Baker, Jr. Inc. (the "Project").

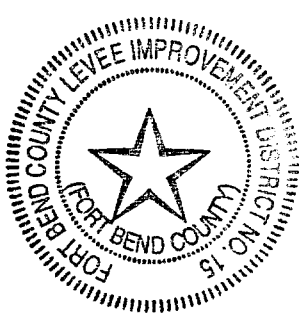
The District acknowledges that the Project will benefit the District by providing necessary floodplain analysis for the evaluation of the District's levee improvements. The District hereby agrees to contribute $15,000 for the Project. Upon the County's acceptance of this letter agreement, the District will submit a deposit of $15,000 to the County for the Project. Upon completion of the Project, the County will refund to the District any unexpended amounts, if any, paid by the District and provide a written copy of any Project analysis pertaining directly or indirectly to the District.

This letter agreement shall be effective upon acceptance of the County.

FORT BEND LEVEE IMPROVEMENT
DISTRICT NO. 15

Dana Leared Koy
President, Board of Directors

(SEAL)



RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

FORT BEND COUNTY

Robert Hebert
County Judge June 10, 2008

ATTEST:

Dianne Wilson, County Clerk

cc: Roy Cordes, Fort Bend County Attorney
Mark Vogler, Fort Bend County Drainage District Manager/Chief Engineer

FORT BEND COUNTYLEVEE IMPROVEMENT DISTRICT NO. 17
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 6, 2008

The Honorable Robert Hebert
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Re: Cost-Sharing for Regional Floodplain Analysis

Dear Judge Hebert:

This letter sets forth the understanding between the Fort Bend County Levee Improvement District No. 17 ("the District") and Fort Bend County (the "County") with regard to the certain costs for a regional floodplain analysis to be conducted by the County pursuant to that certain agreement between the County and Michael Baker, Jr. Inc. (the "Project").

The District acknowledges that the Project will benefit the District by providing necessary floodplain analysis for the evaluation of the District's levee improvements. The District hereby agrees to contribute $15,000 for the Project. Upon the County's acceptance of this letter agreement, the District will submit a deposit of $15,000 to the County for the Project. Upon completion of the Project, the County will refund to the District any unexpended amounts, if any, paid by the District and provide a written copy of any Project analysis pertaining directly or indirectly to the District.

This letter agreement shall be effective upon acceptance of the County.

FORT BEND LEVEE IMPROVEMENT
DISTRICT NO. 17

President, Board of Directors

(SEAL)

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

FORT BEND COUNTY

Robert Hebert
County Judge June 10, 2008

ATTEST:

Dianne Wilson, County Clerk

cc: Roy Cordes, Fort Bend County Attorney
Mark Vogler, Fort Bend County Drainage District Manager/Chief Engineer

FORT BEND COUNTYLEVEE IMPROVEMENT DISTRICT NO. 19
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 2, 2008

The Honorable Robert Hebert
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Re: Cost-Sharing for Regional Floodplain Analysis

Dear Judge Hebert:

This letter sets forth the understanding between the Fort Bend County Levee Improvement District No. 19 ("the District") and Fort Bend County (the "County") with regard to the certain costs for a regional floodplain analysis to be conducted by the County pursuant to that certain agreement between the County and Michael Baker, Jr. Inc. (the "Project").

The District acknowledges that the Project will benefit the District by providing necessary floodplain analysis for the evaluation of the District's levee improvements. The District hereby agrees to contribute $15,000 for the Project. Upon the County's acceptance of this letter agreement, the District will submit a deposit of $15,000 to the County for the Project. Upon completion of the Project, the County will refund to the District any unexpended amounts, if any, paid by the District and provide a written copy of any Project analysis pertaining directly or indirectly to the District.

This letter agreement shall be effective upon acceptance of the County.

FORT BEND LEVEE IMPROVEMENT
DISTRICT NO. 19

President, Board of Directors

(SEAL)

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

FORT BEND COUNTY

Robert Hebert
County Judge June 10, 2008

ATTEST:

Dianne Wilson, County Clerk

cc: Roy Cordes, Fort Bend County Attorney
Mark Vogler, Fort Bend County Drainage District Manager/Chief Engineer

FORT BEND COUNTYLEVEE IMPROVEMENT DISTRICT NO. 20
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 10, 2008

The Honorable Robert Hebert
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469

Re: Cost-Sharing for Regional Floodplain Analysis

Dear Judge Hebert:

This letter sets forth the understanding between the Fort Bend County Levee Improvement District No. 20 ("the District") and Fort Bend County (the "County") with regard to the certain costs for a regional floodplain analysis to be conducted by the County pursuant to that certain agreement between the County and Michael Baker, Jr. Inc. (the "Project").

The District acknowledges that the Project will benefit the District by providing necessary floodplain analysis for the evaluation of the District's levee improvements. The District hereby agrees to contribute $15,000 for the Project. Upon the County's acceptance of this letter agreement, the District will submit a deposit of $15,000 to the County for the Project. Upon completion of the Project, the County will refund to the District any unexpended amounts, if any, paid by the District and provide a written copy of any Project analysis pertaining directly or indirectly to the District.

This letter agreement shall be effective upon acceptance of the County.

FORT BEND LEVEE IMPROVEMENT DISTRICT NO. 20

Scott West
President, Board of Directors

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 20 FORT BEND COUNTY, TEXAS

194144

RECORDED ON 6-23-08
IN THE COMMISSIONER CO
MINUTES OF 6-10-08

FORT BEND COUNTY

Robert Hebert
County Judge June 10, 2008

ATTEST:

Dianne Wilson, County Clerk

cc: Roy Cordes, Fort Bend County Attorney
Mark Vogler, Fort Bend County Drainage District Manager/Chief Engineer

20B

Michael Baker Jr., Inc.
2929 North Central Avenue
Suite 800
Phoenix, AZ 85012

602-279-1234
FAX 602-279-1411

June 10, 2008

Mary E. Reveles
First Assistant County Attorney
Fort Bend County
301 Jackson, Suite 728
Richmond, Texas 77469

Re: Agreement for Professional Services for Hydrologic and Hydraulic Analysis for the Brazos River

Dear Ms. Reveles,

Attached, please find two signed originals for the above mentioned agreement. Please send one copy of fully executed agreement to the following address:

Andrew Cao, Ph.D., CFM,
Technical Manager, Water Resources Department
Michael Baker Jr., Inc.
785 Greens Parkway, Houston, TX 77067
Office 281-579-4579, Direct 281-539-7322, Cell 281-229-1252
acao@mbakercorp.com

Feel free to let us know if you had any questions.

Regards,

Michael Baker Jr., Inc.

RECEIVED
JUN 11 2008
COUNTY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL SERVICES FOR
HYDROLOGIC AND HYDRAULIC ANALYSIS FOR THE BRAZOS RIVER

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and MICHAEL BAKER, JR., INC. hereinafter referred to as "Engineer," authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, in accordance with the Cooperating Technical Partners Partnership Agreement dated January 4, 2005, the Federal Emergency Management Agency ("FEMA") and County approved a Mapping Activity Statement No. 2 ("MAS No. 2"); and

WHEREAS, MAS No. 2 was developed by County to provide funding to FEMA Region VI to supplement and complete the Hydrologic and Hydraulic Analysis for the Brazos River as described in MAS No. 2 ("Analysis"); and

WHEREAS, since the approval of MAS No. 2, County has requested that FEMA extend the scope of the Analysis to include the levees being constructed by Fort Bend County Levee Improvement District No. 6, Fort Bend County Levee Improvement District No. 15, Fort Bend County Levee Improvement District No. 17, Fort Bend County Levee Improvement District No. 19, and Fort Bend County Levee Improvement District No. 20 (collectively the "Districts"), as shown on Exhibit "A" attached hereto; and

WHEREAS, Engineer is performing the Analysis on behalf of FEMA; and

WHEREAS, County desires to have professional engineering services for the inclusion of the levees being constructed by the Districts as shown on Exhibit "A" attached hereto included in the Analysis; and

WHEREAS, Engineer is agreeable to including the Districts in the Analysis and has estimated the additional cost to include the Districts in the Analysis to be $15,000 per District; and

WHEREAS, County is willing to pay such additional cost for the inclusion of the Districts in the Analysis; and

WHEREAS, Engineer represents that it is capable and qualified to perform the services that will be required; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; and

NOW THEREFORE, County and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

AGREEMENT

SECTION I
CHARACTER AND EXTENT OF SERVICES

Engineer agrees to incorporate the existence and impact of the Fort Bend County Levee Improvement District No. 6, Fort Bend County Levee Improvement District No. 15, Fort Bend County Levee Improvement District No. 17, Fort Bend County Levee Improvement District No. 19, and Fort Bend County Levee Improvement District No. 20 (collectively the "Districts"), into the Analysis, and all analyses performed shall be included with the deliverables prepared under the original scope of work contemplated in MAS No. 2. The Analysis will be performed according to FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners (April 2003) and is subject to review and approval by FEMA.

SECTION II
TIME OF PERFORMANCE

Engineer agrees to provide County with a draft of the Analysis on or before June 30, 2008 which shall include the existence and impact of the Districts' respective levees based on data provided by County to Engineer by June 16, 2008. Engineer further agrees that the final Analysis and the preliminary flood insurance rate maps for Fort Bend County (the "New Preliminary FIRM") shall include the existence and impact of the Districts' respective levees based on data provided by County to Engineer by August 31, 2008 and shall include revisions to address comments on the draft Analysis that are received from County by July 31, 2008. The New Preliminary FIRM projected preliminary date is September 30, 2008, but is subject to change by FEMA. The draft and final Analysis, including the existence and impact of the Districts' respective levees, and the New Preliminary FIRM are subject to review and approval by FEMA.

SECTION III
THE ENGINEER'S COMPENSATION

3.01 For and in consideration of the services rendered by Engineer, County shall pay and Engineer agrees to accept as full and sufficient compensation for the performance of services under this Agreement $15,000 per District for a total cumulative fee not to exceed $75,000. The amount payable may be revised by supplemental agreement in the event of a change in scope, additional complexity from that originally anticipated or character of work authorized by County.

3.02 Upon completion of the work, Engineer shall submit to County a final invoice for the total project. Satisfactory progress of work shall be maintained as a condition of

payment. County shall pay the invoice within thirty (30) days after the County Project Manager's written approval provided however, the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Engineer to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Engineer.

4.02 Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination plus reasonable termination costs subject to approval of County Project Manager.

4.04 County shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made plus reasonable termination costs subject to approval of County Project Manager.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
ENGINEER'S INSURANCE REQUIREMENTS

Engineer shall, prior to performing billable services and for the duration of the term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. Engineer shall furnish the Fort Bend County Risk Management Department a copy of the certification of insurance prior to performing services. Failure to provide adequate proof of insurance by Engineer shall invalidate this Agreement.

SECTION VI
NOTICE

6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.

6.02 If mailed, any notice or communication shall be deemed to be received three days after

the date of deposit in the United States Mail.

6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Michael Baker, Jr. Inc.
785 Green Parkway
Houston, Texas 77067
Attn: Andrew Cao, PhD

B. If to County notice must be sent to both the Fort Bend County Judge and County Project Manager:

Fort Bend County Drainage District
Mark Vogler
1004 Blume Road
Rosenberg, Texas 77469

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

6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII
LIMIT OF APPROPRIATION

7.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer 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 $75,000 including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $75,000 for described scope of work identified in Section I of this Agreement.

SECTION VIII
SUCCESSORS AND ASSIGNS

8.01 County and 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 such other party, in respect to all covenants of this Agreement.

8.02 Neither County nor Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other which consent shall not be unreasonably withheld.

8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

9.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance. Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

SECTION XI
LICENSE REQUIREMENTS

Engineer shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

SECTION XII
OWNERSHIP OF PLANS, COPYRIGHT

12.01 County shall be the absolute and unqualified owner of any information, programs, mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, filmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if County prepared the same.

12.02 County shall have an exclusive and perpetual copyright in and to any and all materials produced for County pursuant to this Agreement and Engineer shall convey and assign, and does hereby convey and assign, to County all right, title, and interest, including but not limited to copyright, Engineer may have or may acquire in and to such materials.

12.03 Engineer agrees that work performed hereunder for County will be deemed to have been done, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent such works are determined not to constitute "works made for hire" as that term is understood in copyright law, Engineer hereby irrevocably assigns and transfers to

County all right, title, and interest in and to such works, including, but not limited to, copyrights.

12.04 Engineer agrees to promptly deliver to County copies, in a form acceptable to County, of any and all such information, programs, mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, filmware, designs, computer applications, documents, materials and/or data, including the source codes therefor, upon request from County. Copies of all complete or partially complete information, programs, mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, filmware, designs, computer applications, and other documents and materials, including source codes therefor, prepared pursuant to this Agreement, shall also be delivered to County when and if the Agreement is terminated, or upon completion of performance hereunder, whichever occurs first.

12.05 Engineer may retain one (1) set of reproducible copies of such documents and materials, but such copies shall be for Engineer's use in the preparation of studies or reports for County only. Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same in the preparation of work for any other client without the express written permission of County.

12.06 Engineer does not intend or represent that construction documents or materials will be suitable for reuse. If County reuses the same, such action shall be at the County's risk and without liability to Engineer. If Engineer furnishes partially complete plans, layouts, sketches, specifications, or other documents and materials by virtue of termination under Section IV above, Engineer shall not be held accountable or responsible for the completeness of any document or material so produced.

SECTION XIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIV
INDEMNIFICATION

14.01 ENGINEER SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ENGINEER, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT SUCH CLAIMS AND LIABILITY RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER OR OF ANY PERSON EMPLOYED BY THE ENGINEER.

14.02 ENGINEER SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESULTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON COUNTY TO THE EXTENT OCCURRING AS THE RESULT

OF SUCH NEGLIGENT ACT, ERROR, OR OMISSION BY ENGINEER, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XV
MISCELLANEOUS

15.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

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

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

15.04 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — June 10, 2008 Date

Attest:

Dianne Wilson, County Clerk

ENGINEER: MICHAEL BAKER, JR., INC.

Doug Plasencia, Vice-President — 6-10-08 Date

MER:Professional Services.Agr. Michael Baker.Drainage.3523(06102008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $75,000 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

AGENDA ITEM

20C

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

Date Submitted:	**06/03/2008**	**Submitted By: Mary Reveles** **Department: for County Judge's Office**
Court Agenda Date:	**06/10/2008**	**Phone Number: 4554**

SUMMARY OF ITEM: Take all appropriate action on the assignment of the tax abatement agreement between Fort Bend County and Jaffe of Pompano, Inc.; assignment of agreement to S.L.G.D. of Texas, LLC.

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

List Supporting Documents Attached: Assignment; original agreement; letter request

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

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

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

☒	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)
☒	Tax Assessor/Collector		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve assignment as presented.

JUN 03 2008

6-17-08 orig. ret. to Mary Reveles at Co. Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ASSIGNMENT OF TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND JAFFE OF POMPANO, INC. TO S.L.G.D. OF TEXAS, LLC

This Assignment of a Tax Abatement Agreement is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and JAFFE OF POMPANO, INC., each being parties to that certain Tax Abatement Agreement, assigned to Jaffe of Pompano, Inc. on June 22, 2004; and S.L. G.D. OF TEXAS, LLC.

WHEREAS, on March 13, 2001, Fort Bend County entered into a Tax Abatement Agreement, hereinafter referred to as "Agreement," with HPC Buildings, Ltd. and Hudson Products Corporation; and

WHEREAS, on June 22, 2004, HPC Buildings, Ltd. assigned their interest in the Agreement as Owner to Jaffe of Pompano, Inc.; and

WHEREAS, Jaffe of Pompano, Inc. desires to assign its interest as Owner of the real property subject to the Agreement and assign all of its rights, interest and obligations as Owner of the real property under the Agreement to S.L.G.D of Texas, LLC; and

WHEREAS, Fort Bend County and Jaffe of Pompano, Inc. desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, Fort Bend County, Jaffe of Pompano, Inc. and S.L.G.D. of Texas, LLC, agree as follows:

AGREEMENT

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

1. Any references in the Agreement to "Owner" shall mean and refer to S.L.G.D. of Texas, LLC as the owner of the real property and improvements subject to the

Agreement located in Reinvestment Zone No. 00-04 created by the City of Sugar Land.

2. HUDSON PRODUCTS CORPORATION shall remain the Lessee and owner of all personal property subject to the Agreement.

3. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner under the Agreement shall be imposed upon S.L.G.D. of Texas, LLC and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of S.L.G.D. of Texas, LLC.

4. The representatives of Jaffe of Pompano, Inc. and S.L.G.D. of Texas, LLC, whose signatures execute this assignment represent and warrant to Fort Bend County that they have the requisite authority to enter into the Agreement and Assignment thereof.

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

To Owner:
S.L.G.D. of Texas, LLC.
2417 University Drive
Coral Springs, Florida 33065
Attention: Sergio Selcer, Manager

To Lessee:
Hudson Products Corporation
Attn: ~~G.E. Kluppel, Director~~ Terry C. Brown
~~6464 Savoy Drive, Suite 800~~ 1307 Soldiers Field Drive
~~Houston, Texas 77036-3321~~ Sugar Land, TX 77479

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

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

Copy to:
Roy L. Cordes, Jr.
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

6. **S.L.G.D. OF TEXAS, LLC AND HUDSON PRODUCTS CORPORATION SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

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

8. The tax abatement granted in the Agreement shall apply for the tax years as stated in the Agreement. This assignment does not purport to extend the tax abatement to tax years beyond tax year 2012, as stated in the Agreement.

9. All future assignments and/or amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.

10. Attached hereto are Exhibit A – Tax Abatement Agreement between Fort Bend County, HPC Building, Ltd. and Hudson Products Corporation dated March 13, 2001, Exhibit B - Assignment of the Tax Abatement Agreement to Jaffe of Pompano, Inc. dated June 22, 2004, and Exhibit C – Letter request from Jaffe of Pompano, Inc., all of which are hereby adopted and incorporated by reference as if fully set forth verbatim herein.

11. This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral

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

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: June 10 2008

ATTEST: _____
Dianne Wilson, County Clerk

JAFFE OF POMPANO, INC.

By: Patricia Jaffe
Signature
Printed Name: Patricia JAFFE
Title: PRESIDENT
Date: April 30, 2008

ATTEST:

By: _____

S.L.G.D. OF TEXAS, LLC

By: _____
Signature
Printed Name: Sergio Gabriel Salcer
Title: President
Date: May 5th, 2008

ATTEST:

By: _____

HUDSON PRODUCTS CORPORATION

By: _____
Signature
Printed Name: Terry C. Brown
Title: CFO/COO
Date: 5/22/08

ATTEST:

By: _____

Attachments: Exhibit A – Tax Abatement Agreement between Fort Bend County and HPC Building, Inc. and Hudson Building Corporation
Exhibit B – Assignment of Texas Abatement Agreement to Jaffe of Pompano, Inc.
Exhibit C – Letter request from Patricia A. Jaffe, President, Jaffe of Pompano, Inc., dated April 18, 2008 requesting assignment.

MER:Jaffe of Pompano.Assignment:3195-76(04252008)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND HPC BUILDING, LTD. AND HUDSON PRODUCTS CORPORATION

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court, and **HPC BUILDING, LTD.**, hereinafter referred to as "Owner," of the land comprising Reinvestment Zone No. 00-04 created by the City of Sugar Land, Owner of the buildings to be constructed thereon, and **HUDSON PRODUCTS CORPORATION**, hereinafter referred to as "Lessee," Owner of the personal property within such building.

1. **Authorization:**

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

   b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on October 5, 1999. The County has determined that the request for Tax Abatement presented by Owner and/or Lessee conforms with the criteria established in the Guidelines for Tax Abatement.

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

2. **Definition:**

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

a. The "**Certified Appraised Value**" means the value certified as of

EXHIBIT
A

January 1 of each year of this Agreement regarding the property within Reinvestment Zone No. 00-04 by the Fort Bend County Central Appraisal District.

b. "**Improvements**" mean a building to be used as an office building, containing approximately 26,000 square feet of floor space and related improvements to serve the building, including sidewalks, parking lots outdoor lighting, and landscaping, all as shown in Exhibit D, attached hereto and incorporated by reference into this Agreement.

c. "**Abatement**" means the full or partial exemption from ad valorem taxes of certain property in Reinvestment Zone No. 00-04 designated for economic development purposes.

d. "**Eligible Property**" means the buildings, structures, fixed machinery, equipment, process units, personal property and site improvements necessary to the operation and administration of the facility.

e. "**New Eligible Property**" means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement.

f. "**Ineligible Property**" means land, inventories, supplies, raw material and other forms of movable personal property which are not integral to the operation of the facility.

g. "**Real Property**" means the 2.2475 acres of land described in Exhibit "B" attached hereto and incorporated by reference herein for all purposes.

h. "**Personal Property**" means any property classified as tangible personal property by the District, other than inventory and supplies, that is located within the building to be constructed as a part of the Improvements.

i. "**Owner**" means **HPC Building, Ltd.**, the Owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior written approval of the Fort Bend County Commissioners' Court.

j. "**Lessee**" means **Hudson Products Corporation**;

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

1. **"District"** means Fort Bend County Central Appraisal District.

3. **Subject Property**

Reinvestment Zone No. 00-04 is an area created by the City of Sugar Land in Fort Bend County, Texas, being legally described in Exhibit "A" and "B" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2001.

4. **Responsibility of Owner and Lessee**

In consideration of receiving the tax abatement granted herein, the Owner and/or Lessee represents and agrees:

(a) That construction of the Improvements shall be completed on or before January 1, 2003.

(b) That the construction costs of the Improvements shall be not less than **$2,300,000.00.** Owner and/or Lessee shall provide Tax Assessor/Collector a certified statement of the construction costs within thirty (30) days of completion of the Improvements.

(c) That beginning January 1, 2003, and thereafter during the term of this Agreement, the Lessee shall fully occupy and use the Improvements for the purposes set forth in Owner and/or Lessee's application for tax abatement, attached hereto as Exhibit C and incorporated by reference into this Agreement.

(d) That Lessee shall employ approximately eighty (80) employees in Fort Bend County on or before January 1, 2003, and shall maintain that number of employees or greater during the term of this Agreement.

(e) That the Owner and/or Lessee have, as of the effective date of this

Agreement, the financial resources to implement the above representations.

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

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

(h) **IN THE EVENT LESSEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY BY THE 1ST DAY OF JANUARY, 2003, THE TAX ABATEMENT SHALL NOT APPLY FOR TAX YEAR 2003. IN THE EVENT LESSEE FAILS TO PROVIDE THE COUNTY TAX ASSESSOR/COLLECTOR WITH A COPY OF THE CERTIFICATE OF OCCUPANCY BY THE 10th DAY OF JANUARY, 2003, THE TAX ABATEMENT SHALL NOT APPLY FOR TAX YEAR 2003.**

5. **Value and Term of Abatement**

This Agreement shall be effective on the date executed by the County, or the Owner and/or Lessee, whichever is later, for a period not to exceed ten (10) years. However, in no event shall this agreement extend beyond December 31, 2012. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein. Owner and/or Lessee's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon

the increase in market value of the premises resulting from construction of the improvements over the market value in the year in which this Agreement is executed.

Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts:

Tax Year	Percentage Abatement
2003	40%
2004	40%
2005	40%
2006	40%
2007	40%
2008	40%
2009	40%
2010	40%
2011	40%
2012	40%

TOTAL = 400%

(a) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, inventory and supplies.

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

(c) If the value of the Improvements is less than $1,000,000.00 on January 1 of any year for which the abatement is provided for the Improvements of this Agreement, the abatement granted for that year shall not apply.

(d) If the value of the personal property is less than $500,000.00 on January 1 of

any year of this Agreement, the abatement granted for Personal Property shall not apply for that year.

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

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

6. **Taxability**

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

a. The value of Ineligible Property shall be fully taxable;

b. The value of existing Eligible Property shall be determined annually by the Central Appraisal District; and

c. The full value of New Eligible Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT."

7. **Event of Default**

(a) The County may declare the Owner and/or Lessee in default of this Agreement if: (1) the Owner and/or Lessee fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and/or Lessee and the Owner and/or Lessee is thereafter adjudicated bankrupt, or a receiver for the Owner and/or Lessee's assets is appointed.

(b) The County shall notify the Owner and/or Lessee of any default in writing

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

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

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

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

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

(d) The County shall have a lien against the Owner and/or Lessee's Land and Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

8. **Administration and Inspection**

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

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report

possible defaults to the Owner and/or Lessee.

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

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

9. **Assignment**

This Agreement may not be assigned without prior written consent of the County. No assignment shall be approved if either the County has declared a default hereunder which has not been cured or the new Owner and/or Lessee is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall be in the form of a termination of the original abatement agreement, followed by a Tax Abatement agreement between the County and the Assignee/New Owner and/or Lessee. The new Abatement Agreement shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the

original tax abatement agreement only.

10. **Indemnity**

It is understood and agreed between the parties that HPC BUILDING, LTD., in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **HPC BUILDING, LTD. AND HUDSON PRODUCTS CORPORATION AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND TAXING UNITS FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF HPC BUILDING, LTD. AND HUDSON PRODUCTS CORPORATION'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. HPC BUILDING, LTD. AND HUDSON PRODUCTS CORPORATION'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED BY THE COUNTY AND TAXING UNITS IN CONNECTION WITH THESE CLAIMS, SUITS, AND CAUSES OF ACTION.**

11. **Force Majeure**

If by reason of force majeure, the Owner and/or Lessee is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) days of the occurrence relied upon. The obligation of the Owner and/or Lessee, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner and/or Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this

provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner and/or Lessee.

12. **Commissioners Court Approval**

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

13. **Compliance with State and Local Regulations**

This Agreement shall not be construed to alter or affect the obligations of Owner and/or Lessee to comply with any City ordinance or Federal or State law or regulation.

14. **Changes in Tax Laws**

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

15. **Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State

of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

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

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

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

16. Notices

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

To the **Tax Assessor/Collector**: Ms. Marsha Gaines
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To **Owner**:	HPC Building, Ltd. Mr. Fred B. Griffin, President 1776 Yorktown, Suite 850 Houston, Texas 77056-4144
To **Lessee:**	Hudson Products Corporation Attn: G.E. Kluppel, Director 6464 Savoy Drive, Suite 800 Houston, Texas 77036-3321
To **County**:	Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge
Copy to:	Mr. Ben W. "Bud" Childers Fort Bend County Attorney 301 Jackson, Suite 621 Richmond, Texas 77469

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

17. **Entire Agreement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

18. **Execution**

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Owner and Lessee as of the date provided in Section 5. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

FORT BEND COUNTY

By: _____
James C. Adolphus, County Judge

Date: March 13, 2001

ATTEST:

_____
Dianne Wilson, County Clerk

HPC BUILDING, LTD.

By: GriffinJuban Investments, L.P.
By: GriffinJuban Advisors, Inc.

By: _____
Fred B. Griffin, President

Date: 3/7/01

ATTEST:

_____

HUDSON PRODUCTS CORPORATION

By: _____

Title: President

Date: 3/7/01

ATTEST:

_____

Attachments: Exhibit A – Ordinance No. 1275 Designating Reinvestment Zone No. 00-04
Exhibit B – Metes and Bounds description of Land
Exhibit C – Economic Impact Statement/Application for Value Added Tax
Exhibit D – Drawing of Improvements

mer\GRIFFINJUBAN INVESTMENTS-3195-76 (022701)

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

RECEIVED
APR 25 2008
COUNTY ATTORNEY

LAW OFFICES OF
DELIMA GOLDMAN & GOLDMAN
Gables International Plaza
Suite 816
2655 Le Jeune Road
Coral Gables, Florida 33134
Tel.: (305) 446-6460
Fax: (305) 446-7502
E-mail: BruceJGoldmanLaw@aol.com

April 24, 2008

Via Federal Express
Mary Reveles, Esquire
First Assistant County Attorney
301 Jackson, Suite 728
Richmond, TX 77469

Re: Appraisal District Account No. 0097-00-000-1269-907
Property: Hudson Products, 1307 Soldier Field, Sugar Land, TX
Prior Owner: Jaffe of Pompano, Inc.
Current Owner: S.L.G.D. of Texas, LLC

Dear Ms. Reveles:

This firm represents Jaffe of Pompano, Inc., the former owner of the Hudson Products property, and S.L.G.D. of Texas, LLC, the current owner of the Hudson Products Property. In this regard, I am enclosing an original letter from Jaffe of Pompano, Inc. requesting that the tax abatement for Jaffe of Pompano, Inc. be assigned to S.L.G.D. of Texas, LLC. A copy of the tax abatement agreement is enclosed for your convenience.

I look forward to receiving confirmation from you that the tax abatement has been assigned to S.L.G.D. of Texas, LLC. If you have any questions or need any further documentation to process the request, please do not hesitate to contact me.

Sincerely,

Elaine Carlson

/Enc.
cc: Jaffe of Pompano, Inc.
S.L.G.D. of Texas, LLC
Mr. Barkley Peschel, Greater Fort Bend Economic Council

Elaine Carlson, Paralegal
Tel.: (561) 488-0264
Fax: (561) 488-1236
E-mail: elainecarlsondgg@comcast.net

EXHIBIT
B

AS PER ORIGINAL

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Comm Pct 3
6-10-08 #21

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DAT
AGE

no action on June 3

SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Co
PHONE NO.: 281-341-3735

[redacted]

SUM
2006,

alty & Interest & Attorney Fees; Acct# 00

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

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

COUNTY JUDGE
RECEIVED
MAY 13 2008

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: _____AGENCY_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do not recommend waiver of penalty and interest & Attorney Fees

COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

May 14, 2008

O S Carlton IV
6440 FM 723
Richmond, Texas 77469

Reference: Account Number 0003-00-000-0170-901
Tax Year 2006, Precinct 3

Dear Mr. Carlton:

The County has received your request to waive penalty and interest on Fort Bend County property taxes including attorney fees. Fort Bend County is also authorized by Lamar Consolidated Independent School District to act on their behalf, bringing the total amount requested to $412.36 for the referenced account for tax year 2006.

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may present that documentation to the Commissioners Court on June 3, 2008, at 1:00 p.m., when your request will be considered. The Commissioners Court is located at the William B. Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas.

Please contact your Commissioner, Andy Meyers at (281) 494-9076 if you wish to discuss your request in further detail.

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

Robert E. Hebert

Copy: Andy Meyers, Commissioner Precinct 3

Section 33.011(a)(1) of the Texas Property Code states, "The governing body of a taxing unit: shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency."

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

Date: May 8, 2008

TO: County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

From: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty, Interest & Attorney Fees—Carlton, O S IV; Acct# 0003-00-000-0170-901; 2006 Tax Year; Legal Description: 0003 Wm Andrews, Tract 17 (Pt), Acres 1.655; **Precinct 3**

Mr. Carlton is requesting waiver of penalty, interest and attorney fees on the above referenced account for the 2006 tax year because Fort Bend Central Appraisal District had an incorrect improvement value added to his account.

- 2006 Appraisal Notice sent by Fort Bend Central Appraisal District on May 1, 2006, mailed to: Carlton, OS IV 6440 FM 723 RD, Richmond, Texas 77469-8712, Appraisal Notice has proposed values as: Land Value: $39,050 Improvement Value: $129,800 Proposed Taxable Value: $168,850.
- 2006 Certified Tax Roll references: Carlton, O S IV, 6440 FM 723 Rd, Richmond, Texas 77469-8712. Land Value: $39,050 Improvement Value: $129,800 Total Taxable Value: $168,850; No exemptions
- 2006 Original Tax Statement did reference these values and Mr. Carlton was taxed on $168,850 dollars of value. The total base tax due was $3,485.72. Tax statement was mailed on 11/13/2006; No record of return mail.
- 03/11/2008—Our office received certified change orders (2006 Supplement #26) from Fort Bend Central Appraisal District instructing our office to add homestead exemption and lower improvement value from $129,800 to $13,860. This corrected Mr. Carlton's previous taxable value from $168,850 (without exemptions) to $42,328 (with a homestead exemption). Since there was no attempt to pay, a corrected tax statement was generated including current penalty, interest and attorney fees total amount due for March 2008 is $1,217.79.
- 03/13/2008—2006 taxes were paid with penalty, interest and attorney fees.
- April 23, 2008—per letter received from Fort Bend Central Appraisal District, Aleida Mc Daniel, Fort Bend CAD was not notified of this error until January 17, 2008. Once Fort Bend CAD was notified the improvement values were corrected per supplement #26 for 2006.
- Lamar CISD has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allows the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

Breakdown of Taxes Paid:

2006 Tax Year:	**FBC**	**LCISD**	**TOTAL**
Base Tax	$218.72	$586.71	$ 805.43
Penalty & Interest	**$ 56.86**	**$152.54**	**$ 209.40**
Attorney Fees	**$ 55.11**	**$147.85**	**$ 202.96**
Total	$330.69	$887.10	$1,217.79

Total Penalty, Interest & Attorney Fees: $412.36

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

I **do not** recommend waiver of penalty, interest and attorney fees. There is no evidence that the incorrect value assessed by Fort Bend Central Appraisal District resulted in the taxpayer's failure to receive a tax statement or to pay the taxes before the delinquency date. Property Tax Code Section 33.011 (a) (1) "The governing body of a tax unit: shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency..."

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710, (281) 341-3741

Certified Owner:

CARLTON O S IV
6440 FM 723 RD
RICHMOND , TX 77469-8712

Legal Description:

0003 WM ANDREWS, TRACT 17 (PT), ACRES 1.655

Parcel Address: 6440 FM 723
Legal Acres: 1.6550

Remit Seq No: 11541190 , 11541189
Receipt Date: 03/13/2008
Deposit Date: 03/13/2008
Print Date: 04/10/2008

>- -
Deposit No: O80313P1
Validation No: 900000014229856
Account No: 0003-00-000-0170-901
Operator Code: JESSICAB
- -<

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2006	Lamar C I S D- Operating Fund	37,910	1.547650	586.71	152.54	147.85	887.10
2006	Fort Bend Co Drainage	42,328	0.023400	9.90	2.57	2.49	14.96
2006	Fort Bend Co Gen Fnd	42,328	0.493340	208.82	54.29	52.62	315.73
				$805.43	$209.40	$202.96	$1,217.79

>- -
Check Number(s):
2808
- -<

PAYMENT TYPE:

Checks:	$991.01
Cash:	$226.78

Exemptions on this property:

HOMESTEAD

Total Applied:	$1,217.79
Total Tendered: (for accounts paid on 03/13/2008)	$1,241.01
Change Paid:	$23.22

ACCOUNT PAID IN FULL

PAYER:
OS CARLTON III OR
NORINE P CARLTON
6510 FM 723
RICHMOND , TX 77469

I O.S. Carlton III acct.# 0003-00-000-0110-901

for the tax year 2006.

Legal description 0003 WM ANDREWS, Tract 17 (PT),

ACRES 1.655.

Adress - 6440 Fm 723 Richmond, Tx 77469

Phone # 832-865-3646

Request a hearing for a waiver of penalties and interest for 2006 Tax year as the appraisal office had an incorrect appraisal due to placing improvement values that were not located on this parcell of property 1.655 ACRES. This ~~was~~ was corrected on 2-14-08 suppl. 13 and suppl. 26 3-11-08.

COUNTY JUDGE
RECEIVED
MAR 14 2008

Summary

R30330 Legal 0003 Wm Andrews, TRACT 17 (Pt), ACRES 1.655 Owner Carlton, O S, IV(O0401384) Situs 6440 FM 723, Richmond, TX 77469 Tax Year 2006 As Of 02/19/2008

General Information

Prev Next

NBHD	5953
Total Acres	1.6550
Exemptions	HS
Map ID	Z-051

Mailing Address

Owner	Carlton, O S, IV
Address	6440 FM 723 RD Richmond, TX 77469-8712

Taxing Units D01,F01,G01,S01...

S01	Lamar CISD
G01	Ft Bend Co Gen
D01	Fort Bend Drng
F01	Fort Bend Co LFRC
CAD	Fort Bend Central Appraisal District

Property Value

Value Method	COST
Land Value	$39,050
Building Value	$13,860
Final Value	$52,910

Assessment Values

Improvement HS	$13,860
Improvement NHS	$0
Land HS	$39,050
Land NHS	$0
HS Cap Adjust	$0
Ag Market	$0
Ag Use	$0
Timber Market	$0
Timber Use	$0
Late Ag Loss	$0
Total Market	$52,910
Total Assessed	$52,910

Images

Images Map

Prev Image 1 of 5 Next



Recent Sales

Seller	Carlton, O S, III		
Date	10/19/2005	Validity	VALID
Sale Ref	2005144039	Price	

This is the corrected Value as of 2/19/08. This took 2yrs. to finally get correct. Value changes: supplement 13 was done 2-14-08 for 2006-2007 and Homestead was supplement 26 for the homestead Exemption effective 1-1-06 was ~~done~~ done 3-11-08.

Summary

R30330 Legal 0003 Wm Andrews, TRACT 17 (Pt), ACRES 1.655 Owner Carlton, O S, IV(O0401384) Situs 6510 FM 723, Richmond, TX 77469 Tax Year 2006 As Of 04/02/2006

General Information

Prev Next

NBHD	5953
Total Acres	1.6550
Exemptions	
Map ID	Z-051

Print Appraisal Card

Mailing Address

Owner Carlton, O S, IV
Address 6440 FM 723 RD
Richmond, TX 77469-8712

Taxing Units D01,F01,G01,S01...

S01	Lamar CISD
G01	Ft Bend Co Gen
D01	Fort Bend Drng
F01	Fort Bend Co LFRC
CAD	Fort Bend Central Appraisal District

Property Value

Value Method	COST
Land Value	$39,050
Building Value	$119,900
Final Value	$158,950

Assessment Values

Improvement HS	$119,900
Improvement NHS	$0
Land HS	$39,050
Land NHS	$0
HS Cap Adjust	$0
Ag Market	$0
Ag Use	$0
Timber Market	$0
Timber Use	$0
Late Ag Loss	$0
Total Market	$158,950
Total Assessed	$158,950

Images

Images Map

Prev Image 1 of 5 Next



Recent Sales

Seller	Carlton, O S, III		
Date	10/19/2005	Validity	VALID
Sale Ref	2005144039	Price	

This was incorrect appraisal, as it ~~which~~ included My mothers brick home, which she had already paid on, as it sits on the 3.0461 acres, Taxes were $353.36 and she was credited.

22

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

On this the **10th** day of **June** 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-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Constable Pct. 3.** Dept. #: **5503A**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property & Equipment	100550300-64000	3,102
	TOTAL TRANSFERRED TO:	**$ 3,102**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Non-Departmental Contingency	100409100-66500	$ 3,102
	TOTAL TRANSFERRED FROM:	**$ 3,102** ✓

EXPLANATION: To allocate funds for 2007 purchase order where goods were received in FY2008.
This purchase order was not included on the rollover purchase order transfer submitted to court on February 20, 2008.

for Department Head: Amy Hunt Date: 6/4/08

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

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

FORM A ITEM

23A

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

Date Submitted: 06/03/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Take all appropriate action to approve Change Order No. 5 in the amount of $92,790.11 (increase) to Triple B Services, L.L.C. for additional services regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #15, Precinct 2. (Fund:Mobility, Construction in Progress) PC04300003537

17

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):

6-16-08 orig. ret. to Paulette at Engineering

CHANGE ORDER

Distribution:
- ☐ FBC Engineering
- ☐ FBC Judge
- ☐ FBC Purchasing
- ☐ Contractor
- ☐ Consultant

FORT BEND COUNTY ENGINEERING

P. O. Box 1449
1124 Blume Rd.
Rosenberg, Texas 77471
Phone: 281-633-7510
Fax: 281-342-7366
Web site: www.FortBendCountyGov.com

PROJECT: **Fifth Street Mobility Bond Project**
(name, address): FBC Mobility #17
Limits: From FM1092 to FM 2234

CONTRACTOR: Mr. John Betancourt
(name, address): Triple B Services, L.L.C.
820 Old Atascocita Road
Huffman, Texas 77336

CHANGE ORDER NUMBER: 5
DATE: 5/27/2008
PROJECT NUMBER: 17
CONTRACT FOR: Paving & Drainage Improvements
CONTRACT DATE: 1/8/2007
FBC PURCHASE ORDER NO. **PC 04300003537**

The contract is changed as follows:

Net Change to Contract

Note: See attached Exhibit "A" for details of changes

TOTAL: $ 92,790.11

Not valid until signed by Fort Bend County and Contractor.

The Original (**Contract Sum**)	$ 10,224,806.53
Net change by previously authorized Change orders	$ 558,238.20
The (**Contract Sum**) Prior to this Change Order was	$ 10,783,044.73
The (**Contract Sum**) will be (increased) ~~(decreased) (unchanged)~~ by this Change Order in the amount of	$ 92,790.11
The new (Contract Sum) including this Change Order will be	$ 10,875,834.84

Authorized:

Fort Bend County Engineering
Louis E. Hood, P.E.
P. O. Box 1449
Rosenberg, Texas 77471

By: Louis E. Hood
(signature)

DATE: 5/28/08

CONTRACTOR
Triple B Services, L.L.C.
John Betancourt
820 Old Atascocita Road
Huffman, Texas 77336

By: John E. Betancourt
(signature)

DATE: 5/28/08

Fort Bend County Judge
Honorable Robert E. Hebert
309 S. 4th Suite 355
Richmond, Texas 77469

By: Robert Hebert
(signature)

DATE: June 10 2008

FORT BEND COUNTY MOBILITY PROJECT #17
CHANGE ORDER #5 -EXHIBIT "A"
27-May-08

Item No.	Description	UOM	Bid Quantity	Unit Price	Contract Amount	Revised Quantity	Total Contract Quantity	Unit Price	Adjusted Contract Amount	Revised Contract Amt.
287	SAW CUT, REMOVE/REPLACE EXIST. CONC.	SY	1,114.00	$45.00	$ 50,130.00	734.98	1848.98	$45.00	$33,074.10	$83,204.10
CO5-1	INSTALL 4' CHAIN LINK FENCE AT CANAL	LF	0.00	$42.50	$ 0.00	54.00	54.00	$42.50	$2,295.00	$2,295.00
CO5-2	LOWERING STORM DRAIN BOX AT INT OF STAFFORDSHIRE & 5TH	LS	0.00	$0.00	$ 0.00	1.00	1.00	$35,030.00	$35,030.00	$35,030.00
CO5-3	RFI 126-18" Force Main Offset	LS	0.00	$0.00	$ 0.00	1.00	1.00	$19,241.01	$19,241.01	$19,241.01
CO5-4	#62-Manhole on Existing 6" line	EA	6.00	$2,650.00	$ 15,900.00	1.00	7.00	$2,650.00	$2,650.00	$18,550.00
CO5-5	#64-Coating Manhole Interior	VF	586.00	$100.00	$ 58,600.00	5.00	591.00	$100.00	$500.00	$59,100.00
							TOTAL CHANGE ORDER #5		$92,790.11	

AS PER ORIGINAL

AGENDA ITEM

23C

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

Date Submitted: 06/03/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Consider accepting donation deed for Katy-Gaston Road Right of Way, being 0.1323 acres of land from Christ Church,Precinct 3.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

RECOMMENDATION / ACTION REQUESTED:

JUN 03 2008

Special Handling Requested (specify):

6-16-08 orig. deed recorded in property records at County Clerk & ret. to Paulette at Engineering

CHRIST
CHURCH
PCA

May 28, 2008

Mr. Nathan Hatcher
1124 Blume Rd
Rosenberg, TX 77471

Re: Donation Deed, 3025 Katy Gaston Road, Katy TX

Dear Nathan:

I have enclosed a fully executed original of the Donation Deed with respect to the right of way. If you would please have it recorded and a copy of the recorded document sent to me, I would appreciate it.

As I understand it, delivery of this document will permit the County to issue the appropriate building permits for our construction that will soon commence on the property. You may send the permits either to my attention at this address, or if you have already arranged with Mr. Steve Campbell of our church to deliver the permits to an address of his designation, you may deliver them there.

Thank you for all your assistance in this matter.

Sincerely,

Fred Greco

Fredrick T. Greco,
Senior Pastor

DONATION DEED

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: That, Christ Church, a Texas non profit corporation, hereinafter referred to as Grantors, for and in consideration of the sum of One Dollar ($1.00) to Grantors in hand paid by the County of Fort Bend, a body corporate and politic, receipt of which is implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Fort Bend all that certain tract or parcel of land in Fort Bend County, Texas, more particularly described on Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the county to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Fort Bend and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property unto The County of Fort Bend, its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 19th day of May, 2008.

CHRIST CHURCH

By: Neal T. Hare

Name: Neal T. Hare

Its: _____

****

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of Neal T. Hare, a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of May, 2008.

JUDY A. CASTILLE
Notary Public, State of Texas
My Commission Expires
08-30-2011

Judy A. Castille
Notary Public, State of Texas

My commission expires on the 30th day of August, 2011.

County: Fort Bend
Project: Karon Road
M.S.G. No.: 081209
Job Number: 961-EXH

FIELD NOTES FOR 0.1323 ACRE

Being a tract of land containing 0.1323 acre (5,765 square feet), located within the George W. Cartwright Survey, Abstract 149, in Fort Bend County, Texas; Said 0.1323 acre being out of a call 5.274 acre tract of land recorded in the name of Christ Church in File Number 2006018833 of the Official Records Fort Bend County, Texas (O.R.F.B.C.T.); Said 0.1323 acre being more particularly described by metes and bounds as follows (Bearings are based on the description of said 5.274 acre tract):

BEGINNING at a 1/2 inch iron pipe found at the most southerly corner of said 5.274 acre tract at the intersection of the northeast right-of-way line of Gaston-Katy Road (width varies) and the northwest right-of-way line of Karon Road (sixty feet wide, per Volume 494, Page 585 of the O.R.F.B.C.T.);

Thence, with the southwest line of said 5.274 acre tract and said northeast right-of-way line, North 45 degrees 15 minutes 09 seconds West, a distance of 332.17 feet to a 1/2 inch iron pipe found at the most westerly corner of said 5.274 acre tract;

Thence, with the northwest line of said 5.274 acre tract and said Country Lakes at Grayson Lakes Sec. 9, North 44 degrees 45 minutes 23 seconds East, a distance of 17.52 feet to an angle point at the most southerly corner of Restricted Reserve "A" of Country Lakes at Grayson Lakes Sec. 9, a subdivision recorded under Plat Number 20050125 in the Plat Records of Fort Bend County, Texas;

Thence, through and across said 5.274 acre tract, South 45 degrees 11 minutes 35 seconds East, a distance of 332.24 feet to an angle point on the southeast line of said 5.274 acre tract on the northwest right-of-way line of said Karon Road;

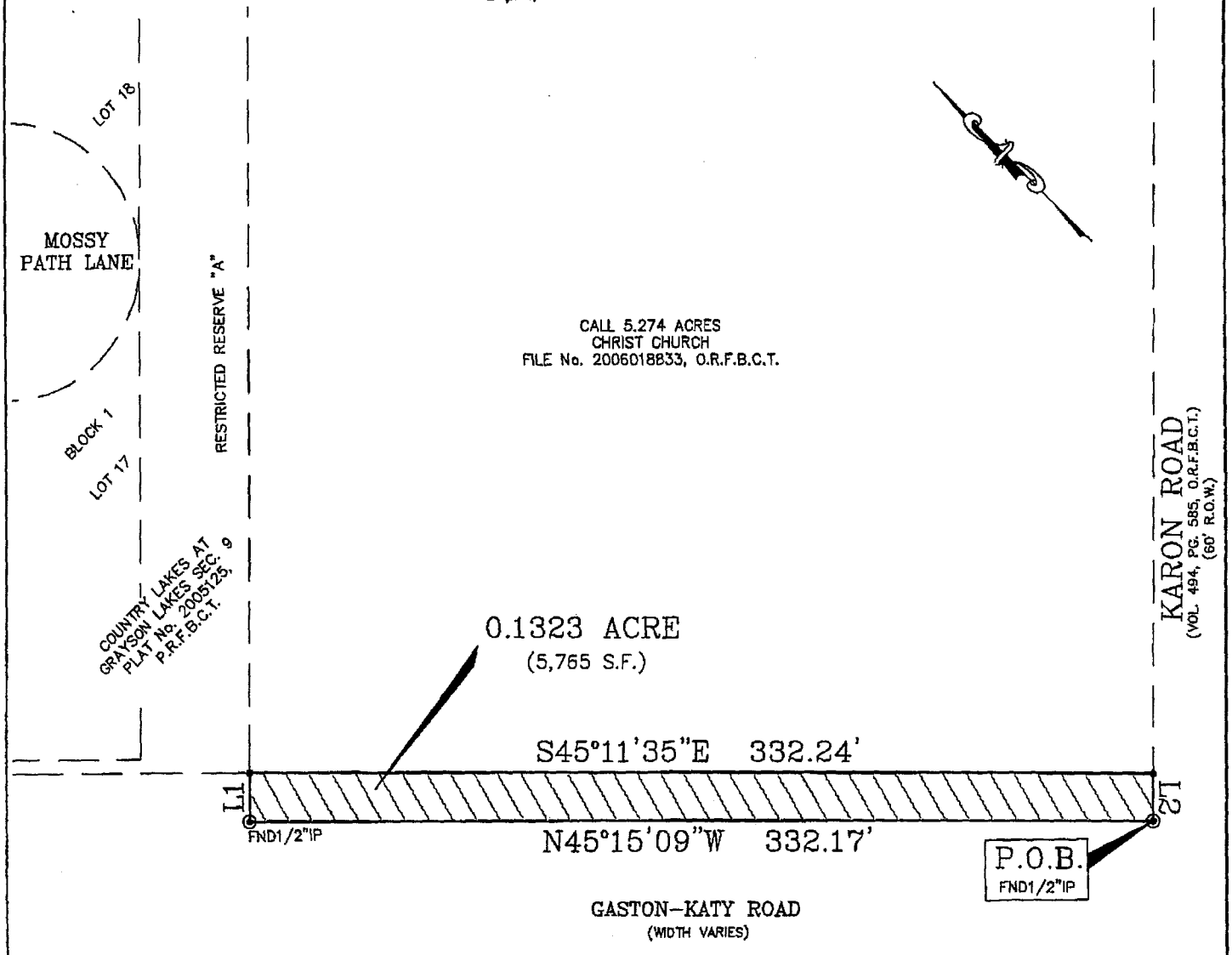
Thence, with said northwest right-of-way line and the southeast line of said 5.274 acre tract, South 44 degrees 58 minutes 50 seconds West, a distance of 17.18 feet to the **POINT OF BEGINNING** and containing 0.1323 acre (5,765 square feet) of land.

An Exhibit Map was prepared in conjunction with and accompanies this metes and bounds description.

Michael Hall, R.P.L.S.
Texas Registration No. 5765



Miller Survey Group
Ph: (713) 413-1900
May 02, 2008
081209



LINE TABLE		
LINE	LENGTH	BEARING
L1	17.52'	N44°45'23"E
L2	17.18'	S44°58'50"W

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE DESCRIPTION OF A CALL 5.274 ACRE TRACT OF LAND RECORDED IN THE NAME OF CHRIST CHURCH IN FILE No. 2006018833 OF THE O.R.F.B.C.T.

2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT EASEMENT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

LEGEND

O.R.F.B.C.T.	= OFFICIAL RECORDS FORT BEND CONTY TEXAS
P.R.F.B.C.T.	= PUBLIC RECORDS FORT BEND COUNTY TEXAS
S.F.	= SQUARE FEET
R.O.W.	= RIGHT-OF-WAY
VOL.	= VOLUME
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
FND	= FOUND
I.P.	= IRON PIPE
No.	= NUMBER
SEC.	= SECTION
◉	= FND 5/8" IR (UNLESS OTHERWISE NOTED)

EXHIBIT

BEING 0.1323 ACRE LOCATED IN THE GEORGE W. CARTWRIGHT SURVEY, ABSTRACT 149, IN FORT BEND COUNTY, TEXAS

MILLER
SURVEY*GROUP
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944

JOB NO.: 961	SCALE: 1"=60'	DATE: 05-02-2008	FIELD BOOK: N/A
DWG. NO.: 961-R.O.W.-EXH	DRAWN BY: PBC	CHK. BY: MWH	M&B NO.: 081209

23D

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

Date Submitted: 06/04/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Take all appropriate action to approve the Interlocal Agreement between the City of Stafford and Fort Bend County regarding road improvements including Brand Lane between Ludwig Lane and U.S. 90A, Precinct 2. (Fund amount and funding source to be determined)

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):

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 251.012 of the Texas Transportation Code, by and between the **CITY OF STAFFORD**, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and **FORT BEND COUNTY**, a body corporate and politic under laws of the State of Texas, acting by and through its Commissioners Court, ("County").

RECITALS

WHEREAS, on May 12, 2007, the citizens of Fort Bend County voted to approve the issuance of general obligation bonds to provide for the County to participate with other local governmental entities in the funding of certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or Federal governments;

WHEREAS, the City owns and operates a system of streets and roadways within Fort Bend County for public use and benefit, including Brand Lane between Ludwig Lane and U.S. 90A;

WHEREAS, the project contemplated in this Agreement is the street or road improvements and associated drainage therefore for Brand Lane and identified as Project No. 6 on the attached Exhibit "A" (Fort Bend County Mobility Planning Committee Candidate Mobility Projects), ("Project");

WHEREAS, the construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County;

WHEREAS, the City and the County agree that the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52(b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code;

WHEREAS, the City and County agree that the Project contemplated in this Agreement is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code;

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose;

WHEREAS, the City and County are agreeable to undertake the Project, provided the parties agree to assume certain responsibilities associated with the development of the Project; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

The parties agree that the representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein word for word.

II.

The parties agree that the City's sole obligation to the County under the terms of this Agreement is to provide funding as specified herein.

III.

The parties agree that the County shall be solely responsible, at County's sole cost and expense, for taking all actions necessary to complete the Project. The County further warrants that it will timely complete the Project.

IV.

A. Upon approval by the Stafford City Engineer of the drawings and specifications of the Project, the County shall advertise for and receive bids for the construction of the Project pursuant to the usual and customary procedures of the County, in accordance with the drawings and specifications approved by the Stafford City Engineer, and in compliance with all applicable competitive bidding statutes.

B. The County reserves the right to reject all bids. In such event, the County may either re-advertise for bids in accordance with the approved drawings and specifications or terminate this Agreement as provided herein.

C. The County's determination of the lowest responsible bid for the Project shall be final and conclusive.

D. The County shall be responsible for the cost of administration of the construction contract.

E. During the work on the Project, the City shall have the right to review all documents, maps, plats, records, photographs, reports, and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the City shall not interfere with the work in progress.

F. The City shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the City shall be promptly corrected by the County.

V.

A. Upon lawful letting of the Construction Contract for the Project by the County to a qualified Contractor, the County shall submit a fully executed Construction Contract together with the drawings and specifications for the Project to the Stafford City Engineer for review and approval.

B. The Stafford City Engineer shall review the Construction Contract to determine whether the Construction Contract complies with the terms of this Agreement as well as to determine if the Project meets Stafford Design Standards.

C. The County shall not begin construction of the Project without written authorization from the Stafford City Engineer. The Stafford City Engineer shall not unreasonably withhold his/her approval.

D. The County agrees to make or cause to be made all changes to the drawings and specifications reasonably requested by the Stafford City Engineer.

VI.

A. The County has selected a consulting engineer to design pavement and drainage improvements to Brand Lane between Avenue E and U.S. 90A ("Design Project"), which is a combination of Project Nos. 5 and 6 on the attached Exhibit "A" (Fort Bend County Mobility Planning Committee Candidate Mobility Projects). The City shall pay the County an amount equal to 25% of the fee paid to this consulting engineer for services related to the Design Project.

B. If the City determines that the Construction Contract complies with the terms of this Agreement, and that the Construction Contract has been approved by the Stafford City Engineer, the City shall pay the County the greater of either (1) an amount equal to 50% of the bid price of the facilities within the Stafford City limits in the Construction Contract as determined by the County and agreed to by the City immediately after bids are received, or (2) an amount equal to the bid price of the facilities within the Stafford City limits in the Construction Contract as determined by the County and agreed to by the City immediately after bids are received minus $936,675.00 ("Payment").

C. In the event that 100% of the bid price of the facilities within the Stafford City limits in the Construction Contract exceeds $1,873,350.00, the additional funds shall be the sole responsibility of the City, and the County shall not be obligated to expend any further funds on the Project.

D. At all times during construction of the Project, the City shall have full access to all of the County's records and documentation pertaining to the Project.

E. Upon completion of the Project, the County shall furnish the City with complete documentation and a full accounting of the funds expended on the Project.

VII.

A. The County agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.

B. The City agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.

VIII.

The County agrees that it will require that Contractor's insurance policies name the City as well as the County as additional insured on all policies, including, but without limitation, Worker's Compensation and Employer's Liability. Any such insurance policies shall include at least the following minimum coverage:

1. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

2. Compensation General Liability Insurance including contractual liability insurance, $1,000,000 per occurrence, $2,000,000 aggregate (defense costs excluded from face amount of policy).

3. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less that $1,000,000 each occurrence.

The County may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases the City shall remain an additional insured. The County will provide the City with proof of insurance.

IX.

Upon completion of the Project the County shall provide a set of record drawings of the Project to the City showing the Project as constructed.

X.

The City hereby grants to the County the right to use its right-of-way, if any, upon which the project is to be constructed and its right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

XI.

Upon completion of the Project, the City shall assume full ownership of and responsibility for the maintenance and repair of the Project facilities within its city limits, to the same extent and in the same manner as for other like facilities of the City.

XII.

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

XIII.

The City or the County may terminate this Agreement, without cause, at any time prior to the letting of the contract for construction of the Project upon receipt by written notice to the other party. The parties shall thereafter have no obligation hereunder.

XIV.

No party hereto shall make in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the party.

XV.

The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

XVI.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Stafford
2610 S. Main Street
Stafford, TX 77477
Phone: (281) 261-3900
Facsimile:(281) 261-3994
Attention: City Manager

Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
Phone: (281) 342-3039
Facsimile: (281) 342-7366
Attention: Engineering

XVII.

This Agreement has been executed by the City and the County upon and by the authority of an Order or Resolution passed at a properly constituted meeting of their respective governing bodies.

FORT BEND COUNTY, TEXAS

_____ _____

ROBERT E. HEBERT Date
Fort Bend County Judge

ATTEST:

_____

DIANNE WILSON, Ph.D.,
Fort Bend County Clerk

CITY OF STAFFORD

By:_____ _____
LEONARD SCARCELLA, Mayor Date

ATTEST:

_____

BONNIE BAIAMONTE, City Secretary

AGENDA ITEM

23E

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, [redacted]

Date Submitted: 06/04/08	Submitted By:Paulette Batts
	Department: [redacted]
Court Agenda Date: [redacted]	Phone Number: (281) 633-7507

SUMMARY OF ITEM: Take all appropriate action to approve the Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc. regarding Project # 718 and 769 (Brand Lane) in an amount not to exceed $650,000.00, Precinct 2. (Fund: Mobility, Construction in Progress)

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.
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- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to cspindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 718 & 769 – BRAND LANE

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and SES HORIZON CONSULTING ENGINEERS, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to expand Brand Lane, Project No. 718 & 769, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

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

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment B.

1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform

County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

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

1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project in accordance with the procedures set forth in Section XIV below, and further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," 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.

SECTION II
THE ENGINEER'S COMPENSATION

2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed $650,000.00, including all reimbursable expenses.

2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.

2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.

2.04 Engineer shall submit invoices to County as detailed in Section 2.05 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

2.05 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III
TIME OF PERFORMANCE

3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2009.

3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.

4.02 Upon receipt of such termination notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

6.01 All documents, including original drawings, electronic files, correspondence, 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 County.

6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.

6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written

consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

7.02 County 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 County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined in Attachment C, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.

7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

SECTION IX
ENGINEER'S INSURANCE REQUIREMENTS

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

9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County 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. Engineer shall obtain such insurance from such companies having Bests rating of A- 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 or 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:

$1,000,000	general aggregate limit
$325,000	each occurrence, combined single limit
$325,000	aggregate Products, combined single limit
$325,000	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. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X
INDEMNIFICATION

10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING,

LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.

10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.

10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.

10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.

10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.

10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.

10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.

10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.

10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.

10.11 Engineer shall cause all of Engineer's contractors and consultants who have a contract to perform services under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said

contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI
DISPUTE RESOLUTION

11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.

11.02 In the event County or Engineer desire 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.

11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.

11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XII
NOTICE

12.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.

12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

SES Horizon Consulting Engineers, Inc.
Epifanio E. Salazar, Jr., P.E., Principal
10101 Southwest Freeway, Suite 400
Houston, Texas 77074

B. If to County notice must be sent to the County Project Manager:

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XIII
REPORTS OF ACCIDENTS

13.01 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 Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.

13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon 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 Engineer's performance of work under this Agreement.

SECTION XIV
WORK AUTHORIZATIONS

14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.

14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.

14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.

14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.

14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.

14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.

14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.

14.08 County will not pay any items of cost that are not included in an executed Work Authorization.

14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.

14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.

14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, using the form attached hereto at Attachment B.

14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.

14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.

14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XV
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County 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 County shall have any personal obligation hereunder.

SECTION XVI
LIMIT OF APPROPRIATION

16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of $650,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $650,000.00 for described scope of services in all executed Work Authorizations.

SECTION XVII
SUCCESSORS AND ASSIGNS

17.01 County and 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 such other party, in respect to all covenants of this Agreement.

17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVIII
PUBLIC CONTACT

18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

18.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XIX
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XX
MISCELLANEOUS

20.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

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

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

20.04 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.

20.05 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.

20.06 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 if this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXI
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Basis of Fee Calculation
Attachment B	Sample Work Authorization
Attachment C	Key Personnel

SECTION XXII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date

Attest:

Dianne Wilson, County Clerk — D.JESSE HEGEMIER, FORT BEND COUNTY ENGINEER

ENGINEER: SES HORIZON CONSULTING ENGINEERS, INC.

E. E. Salazar, Jr., P.E. — 03-06-2008

Epifanio E. Salazar, Jr., P.E., Principal — Date

Attest:

Alexander, P.E.

MER:Engineering Services Agreement.SES.3791-718&769

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $650,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A
BASIS OF FEE CALCULATION

Prime Consultant: SES Horizon Consulting Engineers, Inc.

LABOR RATE

Classification	Rate
Principal	$67.33
Project Coordinator	$48.00
Structural Engineer	$48.00
Senior Engineer	$42.33
Engineer	$40.00
Engineering Technician	$25.33
Technician	$19.67
Administration	$16.67

OVERHEAD RATE	172.00%
OPERATING MARGIN	10%

ATTACHMENT B
B-1
WORK AUTHORIZATION NO. __
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and _ _____ (the Engineer), on the ____ day of _____, ____.

PART I. The Engineer will perform engineering services generally described as _____ _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ _____. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**FORT BEND COUNTY, TEXAS**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXIBITS

Exhibit A	Scope of Work
Exhibit B	Labor Estimate
Exhibit C	Schedule

ATTACHMENT B

B-2

SUPPLEMENTAL WORK AUTHORIZATION NO. __
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and _____ (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No.____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

FORT BEND COUNTY, TEXAS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

ATTACHMENT C
KEY PERSONNEL

Epifanio E. Salazar, Jr., P.E. - Principal

Omar Corredor, P.E. - Project Manager / Senior Civil Engineer

Francisco Arevalo, P.E. - Civil Engineer

Guillermo Benavides, E.I.T. - Engineering Designer

A EM

23F

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

Date Submitted: 06/04/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 06/10/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Ratify action taken June 3rd in Commissioner's Court, item# 26(d) on application by Fort Bend County to Houston-Galveston Area Council for Solid Waste Grants for FY2009 Solid Waste Implementation Grant which includes Education & Training:$ Source Reduction and Recycling:$ & Household Hazardous Waste Management: $ recincts 1,2,3 &4.

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 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):

6-12-08 copy received

AS PER ORIGINAL

The Houston-Galveston Area Council (H-GAC)
In Cooperation with the Texas Commission on Environmental Quality (TCEQ)
FY09 SOLID WASTE GRANT APPLICATION FORM

Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant/Receiving Party: **Fort Bend County**	Department/Division: **Engineering**
Primary Project Contact - Authorized Representative: **Ronald Drachenberg**	Project Contact Title: **Assistant County Engineer**
Street Address (No PO Boxes) **1124 Blume Road**	Primary Project Contact's Direct Telephone/Fax: **281-633-7509 / 281-342-7366**
City State Zip Code **Rosenberg Texas 77471**	Email Address rdd@co.fort-bend.tx.us
Primary Financial Contact - Authorized Representative: **Robert Ed Sturdivant**	Financial Contact Title: **County Auditor**
Street Address (No PO Boxes) **309 4th Street, Suite 533**	Primary Financial Contact's Direct Telephone/Fax: **281-341-3706 / 281-341-3774**
City State Zip Code **Richmond Texas 77469**	Email Address sturdrob@co.fort-bend.tx.us

FY09 REGIONAL PRIORITIES

For FY 09, the Solid Waste Management Committee (SWMC) has identified some specific needs in solid waste infrastructure and programs throughout the region. A higher priority will placed on the projects supporting the priorities. See Grants Annoucement, Section IV for detailed information. This is worth up to 5 points in the scoring. For regional projects, the maximum score is 100 points. For other projects, the maximum score is 95 points. H-GAC staff will determine if an application qualifies as a regional prioritiy projects.

☐ Yes (up to 5 points in scoring) ☐ No (0 points)

Regional priority projects are:

Permanent household hazardous waste collection centers	Permanent e-waste collection centers
Permanent drop-off recycling centers	Youth education (school-based programs)
Reinvestment in existing recycling drop-off centers	Storm debris studies
Tire recycling	Construction and demolition projects

Grant Project Information: Pick ONE Category Only

_____ Local Enforcement	_____ Citizens' Collection Stations and "Small" Registered Transfer Stations
_____ Litter and Illegal Dumping Cleanup and Community Collection Events	_____ Technical Studies
_____ Source Reduction and Recycling	__X__ Education and Training
_____ Local Solid Waste Management Plans	_____ Other
_____ Household Hazardous Waste Management	

Proposed Funding: Grant Request: $16,165 Applicant's Match: 4,000 Total Project Amount: $20,165	**Estimated Project Timeframe:** To Be Completed by June 30, 2009

BRIEF Project Description: *(Describe your project in 10 words or less.)*
Beat the Baron Waste program for students in elementary schools.

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

Signature:	Title: County Judge
Typed/Printed Name: Robert E. Hebert	Date Signed: 6/6/08

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help H-GAC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that H-GAC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   In accordance with §361.014(b) of the Texas Health and Safety Code and 30 TAC §330.641, TCEQ Rules, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations H-GAC's adopted regional solid waste management plan.

8. **Technical Feasibility**
   Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability

all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. **Costs Reasonable and Necessary**

   Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. **Certification by Law Enforcement Programs**

    As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and H-GAC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standards Pertaining to Real Property and Equipment**

   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in H-GAC/TCEQ Surveys and Reporting**

   Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from H-GAC or the TCEQ for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to H-GAC on a schedule established by H-GAC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide H-GAC with a follow-up results report approximately one to two years after the end of the grant term.

4. **Financial Management**

   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by H-GAC.

5. **Compliance with Americans with Disabilities Act**

   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**

   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. **Compliance with Program and Fiscal Monitoring**

   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	0.00
5. Equipment (unit cost of $5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	16,165.00
8. Other	0.00
9. Indirect charges	0.00
TOTAL	16,165.00

					0.00
					0.00
					0.00
					0.00
					0.00

No Narrative is needed.

		0.00	0.00

No Narrative is needed.

			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

		0.00

No Narrative is needed.

5. Equipment (Unit price of $5,000 or more)

Description	Purpose	Equipment
		0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

6. Construction

Description	Purpose	Sub-Contracted (Y/N)	Construction
			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

7. Contractual

Contractor	Purpose	Contractual
To Be Determined	Beat the Baron Waste (HHW Elementary School Training)	16,165.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

The Beat the Baron Waste program is for elementary school students to learn about HHW in their homes. Many school districts have been using the education materials for many years and now new teachers in existing schools and new teachers in new schools also need the training. Fort Bend ISD and Katy ISD have participated in the program in the past. Lamar Consolidated ISD elementary school principals indicated interest in the training if we have a training available.

8. Other			
Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins				
Recycling Bins				
Personal Protective Equip.				
Personal Protective Equip.				
Personal Protective Equip.				
Computer Hardware				
Computer Software				
Audio/Visual Equipment				
Audio/Visual Equipment				
Promotional Item				
Promotional Item				
Promotional Item				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Additional Other				
Additional Other				
Additional Other				

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

9. Indirect Charges		
Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.	Indirect Cost Rate (%)	Indirect Request

No Narrative is needed.

Refer to Grant Announcement for Guidance on How to Complete these Sections.

Project Title: HHW training in Beat the Baron Waste program.

Program Objective and Summary (use all four boxes if necessary). See Grant Announcement for Guidance. **The purpose of this application is to train teachers and equip them with the materials they need to educate the students on HHW issues.**

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)* **The minimum area to be served will be the entire Fort Bend County area and the region for teachers interested in the program. This includes all schools (there are seven public school districts and other private schools) in the County. H-GAC will be notified of all schedules to notify other schools of the training.**

Public Information. *See Grant Announcement for Guidance.* **The County will continue to coordinate activities through H-GAC, the Fort Bend County Solid Waste Advisory Committee (FBCSWAC), the Engineering Department and the Recycle Center. Coordinating the education events and shipping of recycled materials is handled through the Recycle Center staff contacting the entities and vendors. The entities continue to help support a marketing program to insure the success and continued operation of the facility. The public is or has been informed through the media, entity newsletters, billboards, the web site, telephone voice information and word of mouth. Also, the grant application goes through H-GAC, the FBCSWAC and Commissioner's Court (where the public attends as well as County staff and local officials.**

Project Status/Feasibility. *See Grant Announcement for Guidance.*
H-GAC in coodination with the Lower Colorado River Authority (LCRA) held training sessions to train the teachers in several school districts in the region in the 2003 time frame. Since that time new teachers have come to the existing schools and new schools have been built requiring training for these teachers. Details are being worked on now to set up a person or persons to do the training. If grant funding is awarded for FY 2009, the process will start upon authorization of purchases. Teachers that have been through the training are being contacted to consider being trained to teach the class.

Local Resources and Commitment *(Up to 25 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Exceeding page limitation may result in a lower score on this section. Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary). *See Grant Announcement for Guidance.*
Fort Bend County Commissioner's Court and the City of Sugar Land has supported the various solid waste programs for the citizens of Fort Bend County. Fort Bend County will continue to coordinate with the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) and Keep Sugar Land Beautiful (KSLB) on the coordination to provide ongoing recycling and HHW education programs. The recycling and HHW programs are considered long-term investments by Fort Bend County to process more materials through recycling versus disposal at landfills, and to eliminate possible illegal dumping eliminate possible illegal dumping in the county. Fort Bend County charges a $1/gallon equivalent of HHW materials brought to the facility so the public understands that there is a cost to handle these items.

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.) See Grant Announcement for Guidance.* **Fort Bend County personnel will be handling the coordination in relation to the purchase of the educational training and materials that will be used in the teacher training along with the teachers time in the program.**

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)*
Minutes of Fort Bend County Solid Waste Advisory Committee meeting
Minutes of Fort Bend County Commissioners Court meeting

Project Cost Evaluation *(Up to 25 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Exceeding page limitation may result in a lower score on this section. Some of the requested information may not be applicable to all proposed projects, contact H-GAC staff for clarification if necessary.

Target Population to be Served by Project: 500,000

Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Fort Bend County and all the cities, schools, MUD's and rural residents.

Describe how the proposed project will result in a measurable cost savings ore how the proposed project costs are otherwise reasonably justified.

Beat the Baron Waste is a program to help students learn the right thing to do with HHW materials so hazardous materials don't end up in the environment where it is costly to clean up. HHW is waste material which could put human health or the environment at risk. An average household has 3-10 gallons of hazardous materials, yet few of the public are aware of the dangers. Teaching students at an early age to recognize dangerous products is an important health and safety concern. Students can study important science concepts and develop responsibility for the environment.

Cost Per Impacted Capita: 0.03

Please explain calculations. Divide grant request by population served.

$ 16,165/500,000 = $ 0.03

Amount to be processed and volume displaced from the landfill, if applicable: NA

Please explain calculations.

Cost Per Ton Processed, if applicable: NA

Please explain calculations. Divide grant request by tons processed.

Landfill Costs Saved, if applicable: NA

Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

Clean-up Costs Saved, if applicable: NA

Please explain calculations.

Evaluation of Consistency with Regional Solid Waste Management Plant: *THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with H-GAC's regional plan? *(Briefly describe how the proposed project will support the regional plan.) Please review regional plan at http://www.h-gac.com/community/waste/management/documents/Regional_SWMPlan_2007.pdf* **Yes, the purchase of the educational and outreach materials and training are consistent with Goal 3 of the H-GAC plan amendments. This project will focus on meeting local training needs of the region to provide and support education for HHW waste reduction, use and reuse programs.**

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service. *FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING*

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact (Letter, meeting, phone call, etc.)

Summaries of Discussions with Private Industry

Provide summaries of any input and concerns raised by the private service providers; summaries of any meetings or discussions held between the Applicant and the private service providers; an explanation of any changes made to the proposed project to address private service provider concerns; and an explanation of any remaining concerns that were not addressed and why the Applicant determined that the concerns are not valid under the statutory requirements. Attach any written comments or input

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

AS PER ORIGINAL

The Houston-Galveston Area Council (H-GAC)
In Cooperation with the Texas Commission on Environmental Quality (TCEQ)
FY09 SOLID WASTE GRANT APPLICATION FORM

Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party: **Fort Bend County**	Department/Division: **Engineering**
Primary Project Contact - Authorized Representative: **Ronald Drachenberg**	Project Contact Title: **Assistant County Engineer**
Street Address (No PO Boxes) **1124 Blume Road**	Primary Project Contact's Direct Telephone/Fax: **281-633-7509 / 281-342-7366**
City State Zip Code **Rosenberg Texas 77471**	Email Address rdd@co.fort-bend.tx.us
Primary Financial Contact - Authorized Representative: **Robert Ed Sturdivant**	Financial Contact Title: **County Auditor**
Street Address (No PO Boxes) **309 4th Street, Suite 533**	Primary Financial Contact's Direct Telephone/Fax: **281-341-3706 / 281-341-3774**
City State Zip Code **Richmond Texas 77469**	Email Address sturdrob@co.fort-bend.tx.us

FY09 REGIONAL PRIORITIES

For FY 09, the Solid Waste Management Committee (SWMC) has identified some specific needs in solid waste infrastructure and programs throughout the region. A higher priority will placed on the projects supporting the priorities. See Grants Annoucement, Section IV for detailed information. This is worth up to 5 points in the scoring. For regional projects, the maximum score is 100 points. For other projects, the maximum score is 95 points. H-GAC staff will determine if an application qualifies as a regional prioritiy projects.

☐ Yes (up to 5 points in scoring) ☐ No (0 points)

Regional priority projects are:

Permanent household hazardous waste collection centers	Permanent e-waste collection centers
Permanent drop-off recycling centers	Youth education (school-based programs)
Reinvestment in existing recycling drop-off centers	Storm debris studies
Tire recycling	Construction and demolition projects

Grant/Project Information (Pick ONE Category Only)

_____ Local Enforcement	_____ Citizens' Collection Stations and "Small" Registered Transfer Stations
_____ Litter and Illegal Dumping Cleanup and Community Collection Events	_____ Technical Studies
__X__ Source Reduction and Recycling	_____ Education and Training
_____ Local Solid Waste Management Plans	_____ Other
_____ Household Hazardous Waste Management	

Proposed Funding: Grant Request: $126,700 Applicant's Match: 9,000 Total Project Amount: $135,700	**Estimated Project Timeframe:**

BRIEF Project Description: *(Describe your project in 10 words or less.)*

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature:	Title: **County Judge**
Typed/Printed Name: **Robert E. Hebert**	Date Signed: **6/6/08**

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help H-GAC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that H-GAC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   In accordance with §361.014(b) of the Texas Health and Safety Code and 30 TAC §330.641, TCEQ Rules, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations H-GAC's adopted regional solid waste management plan.

8. **Technical Feasibility**
   Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability

all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. **Costs Reasonable and Necessary**

   Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. **Certification by Law Enforcement Programs**

    As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and H-GAC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standards Pertaining to Real Property and Equipment**

   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in H-GAC/TCEQ Surveys and Reporting**

   Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from H-GAC or the TCEQ for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to H-GAC on a schedule established by H-GAC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide H-GAC with a follow-up results report approximately one to two years after the end of the grant term.

4. **Financial Management**

   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by H-GAC.

5. **Compliance with Americans with Disabilities Act**

   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**

   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. **Compliance with Program and Fiscal Monitoring**

   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

AS PER ORIGINAL

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	6,200.00
5. Equipment (unit cost of $5,000 or more)	94,000.00
6. Construction	0.00
7. Contractual (other than for Construction)	17,500.00
8. Other	9,000.00
9. Indirect charges	0.00
TOTAL	126,700.00

1. Personnel (Salary)

Position	Function	Salary FT/PT,	Annual Salary	Time (FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

No Narrative is needed.

2. Fringe Benefits

Salary Request Fringe Benefit Categories Please list what is included in your Fringe Benefit Rate.	Fringe Salary Rate (%) Request	Fringe Request
	0.00	0.00

No Narrative is needed.

3. Travel

Position	Destination	Purpose	Travel Request
			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

4. Supplies (unit cost less than $1,000)

Description	Purpose	Supply Request
Dump Hoppers	Hold and Dump materials (3)	1,200.00
Pallets and Boxes	Contain Materials and for shipping	5,000.00

No Narrative is needed.

5. Equipment (Unit price of $5,000 or more)

Description	Purpose	Equipment
Styrofoam Densifying Equipment	Reduce the volume of styrofoam material	10,000.00
Baler	Bale cardboard material	19,000.00
Roll-off Containers	Contain and haul recycled materials	15,000.00
Trashmaster Shredder	Reduce the volume of various materials	50,000.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

The styrofoam densifying equipment works well to reduce the volume 80:1 and can be sold to a vendor in Houston. The baler will be dedicated to being used to bale cardboard so that the material is moved only once to be baled. The roll-off containers will be used to hold and then transport material to vendors for sale. The Trashmaster shredder will be used to reduce the volume of recycled material and then be baled or shipped depending on the material.

6. Construction

Description	Purpose	Sub-Contracted (Y/N)	Construction
			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

7. Contractual

Contractor	Purpose	Contractual
Arrowhead Services	Paint 18 wheeler trailers (2) at $2,250	4,500.00
Caldwell Signs	Paint signs on 18 wheeler trailers with recycle message (2) at $4,000	8,000.00
Urbish Electric	Electrical connections at facility	5,000.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

This item to paint the 18 wheeler trailers then place a recycle message on the trailers. The electrical connections are for the baler and the shredder.

8. Other

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins	Collection containers	13 gallon containers for recycling	300.00	5,000.00
Recycling Bins	Collection container	95 gallon carts - county dept. collection	10.00	2,000.00
Personal Protective Equip.	Work Wear	gloves and masks		200.00
Personal Protective Equip.	Work Wear	protective clothing		300.00
Personal Protective Equip.	Work Wear	disposables		500.00
Computer Hardware				
Computer Software				
Audio/Visual Equipment				
Audio/Visual Equipment				
Promotional Item				
Promotional Item				
Promotional Item				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Additional Other	Movable Cover 10'X30'		1.00	1,000.00
Additional Other				
Additional Other				

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)* **The 13 gallon containers will be used at County facilities to collect recyclables and to replace old containers as they wear out. The 95 gallon carts will be used to collect recyclables from the Courthouse or other facilities to bring them back to the Recycle Center. The gloves and masks, protective clothing and disposables will be used by staff while handling the recyclable materials. The movable cover will protect the paper material in the open roll-off container.**

9. Indirect Charges

Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.	Indirect Cost Rate (%)	Indirect Request

No Narrative is needed.

Refer to Grant Announcement for Guidance on How to Complete these Sections.

[redacted]

Project Title: Recycle Center Enhancements

Program Objective and Summary (use all four boxes if necessary). See Grant Announcement for Guidance. **Fort Bend County is growing at a fast pace and has grown by about 40% in the last year in volume processed through the facility. We need the requested materials and equipment to help keep up with the volume and requests of the citizens. The City of Rosenberg has discontinued their curb side recycling which has increased our volumes.**

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)* **The area to be served is the entire Fort Bend County area. This includes cities, schools, rural residents, and municipal utility districts. The styrofoam densifying equipment can be used throughout the region.**

Public Information. *See Grant Announcement for Guidance.* **The County will continue to coordinate activities through the Recycle Center. Coordinating the shipping of materials will be handled through the Recycle Center staff contacting the vendors and other entities. The contacted vendors and other entities will help support a marketing program to insure the success and continued operation of the facility. The public is or has been informed through the media, entity newsletters, billboards, the web site, telephone voice information and word of mouth. Also, the grant application goes through the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) and Commissioner's Court, where the public, as well as other staff, will learn more about the recycling programs.**

Project Status/Feasibility. *See Grant Announcement for Guidance.*
Through these efforts it is certain that more materials will be brought to the Recycle Center. If the grant is awarded during the FY 2009, the process will start upon authorization of the purchases. These materials and types of equipment will help reduce the volumes of material to be shipped to vendors. The styrofoam densifying equipment will be available for use by other entities in the region as needed since it will run on a regular electrical outlet.

Local Resources and Commitment *(Up to 25 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Exceeding page limitation may result in a lower score on this section. Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary). *See Grant Announcement for Guidance.* **Fort Bend County Commissioner's Court has supported the various solid waste programs for the citizens of Fort Bend County. Fort Bend County will continue to coordinate with the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) on the operations to provide ongoing recycling and HHW operations. The recycling and HHW programs are considered long-term investments by Fort Bend County to process more waste materials through recycling versus disposal at landfills, and to eliminate possible illegal dumping in the county. In addition, Fort Bend County charges a $1/gallon equivalent of**

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.) See Grant Announcement for Guidance.* **Fort Bend County personnel will be handling the program purchasing the items that will be used at the HHW Center, and FBCSWAC members will be coordinating the information with the other entities.**

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)* **Minutes of Fort Bend County Solid Waste Advisory Committee meeting**
Minutes of Fort Bend County Commissioners Court meeting

Project Cost Evaluation *(Up to 25 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* **Exceeding page limitation may result in a lower score on this section. Some of the requested information may not be applicable to all proposed projects, contact H-GAC staff for clarification if necessary.**

Target Population to be Served by Project: 500,000

Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Fort Bend County and all cities, schools, MUD's and rural residents.

Describe how the proposed project will result in a measurable cost savings ore how the proposed project costs are otherwise reasonably justified.

This project will help to lower the cost of the recycling process by being able to purchase the items for containing, storing and shipping recycled materials.

Cost Per Impacted Capita: 0.25

Please explain calculations. Divide grant request by population served.

$ 126,700.00/500,000 = $ 0.25 per person

Amount to be processed and volume displaced from the landfill, if applicable: 60 tons

Please explain calculations.

60 tons

Cost Per Ton Processed, if applicable: 2111.67

Please explain calculations. Divide grant request by tons processed.

$ 126,700 / 60 tons = $ 2,111.67

Landfill Costs Saved, if applicable: 1500.00

Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

60 tons x $25 = $ 1,500

Clean-up Costs Saved, if applicable: NA

Please explain calculations.

Evaluation of Consistency with Regional Solid Waste Management Plant: *THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with H-GAC's regional plan? *(Briefly describe how the proposed project will support the regional plan.) Please review regional plan at http://www.h-gac.com/community/waste/management/documents/Regional_SWMPlan_2007.pdf* **Yes, the purchase of the items and staff needed items are consistent with Goal 3 of the H-GAC plan amendments. This project will focus on meeting the needs to provide and support incentives for waste reduction and reuse programs.**

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service. *FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING*

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact (Letter, meeting, phone call, etc.)

Summaries of Discussions with Private Industry

Provide summaries of any input and concerns raised by the private service providers; summaries of any meetings or discussions held between the Applicant and the private service providers; an explanation of any changes made to the proposed project to address private service provider concerns; and an explanation of any remaining concerns that were not addressed and why the Applicant determined that the concerns are not valid under the statutory requirements. Attach any written comments or input

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

AS PER ORIGINAL

The Houston-Galveston Area Council (H-GAC)
In Cooperation with the Texas Commission on Environmental Quality (TCEQ)
FY09 SOLID WASTE GRANT APPLICATION FORM

Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party: **Fort Bend County**	Department/Division: **Engineering**
Primary Project Contact - Authorized Representative: **Ronald Drachenberg**	Project Contact Title: **Assistant County Engineer**
Street Address (No PO Boxes) **1124 Blume Road**	Primary Project Contact's Direct Telephone/Fax: **281-633-7509 / 281-341-7366**
City State Zip Code **Rosenberg Texas 77471**	Email Address rdd@co.fort-bend.tx.us
Primary Financial Contact - Authorized Representative: **Robert Ed Sturdivant**	Financial Contact Title: **County Auditor**
Street Address (No PO Boxes) **309 4th Street, Suite 533**	Primary Financial Contact's Direct Telephone/Fax: **281-341-3706 / 281-341-3774**
City State Zip Code **Richmond Texas 77469**	Email Address sturdrob@co.fort-bend.tx.us

FY09 REGIONAL PRIORITIES

For FY 09, the Solid Waste Management Committee (SWMC) has identified some specific needs in solid waste infrastructure and programs throughout the region. A higher priority will placed on the projects supporting the priorities. See Grants Annoucement, Section IV for detailed information. This is worth up to 5 points in the scoring. For regional projects, the maximum score is 100 points. For other projects, the maximum score is 95 points. H-GAC staff will determine if an application qualifies as a regional prioritiy projects.

☐ Yes (up to 5 points in scoring) ☐ No (0 points)

Regional priority projects are:

Permanent household hazardous waste collection centers
Permanent drop-off recycling centers
Reinvestment in existing recycling drop-off centers
Tire recycling
Permanent e-waste collection centers
Youth education (school-based programs)
Storm debris studies
Construction and demolition projects

Grant Project Information (Pick ONE Category Only)

_____ Local Enforcement	_____ Citizens' Collection Stations and "Small" Registered Transfer Stations
_____ Litter and Illegal Dumping Cleanup and Community Collection Events	_____ Technical Studies
_____ Source Reduction and Recycling	_____ Education and Training
_____ Local Solid Waste Management Plans	_____ Other
X Household Hazardous Waste Management	

Proposed Funding:

Grant Request:	$27,500
Applicant's Match:	3,000
Total Project Amount:	$30,500

Estimated Project Timeframe:

BRIEF Project Description: *(Describe your project in 10 words or less.)*
Enhancement of the HHW program at Fort Bend County.

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature:	Title: **County Judge**
Typed/Printed Name: **Robert E. Hebert**	Date Signed: 6/6/08

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help H-GAC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that H-GAC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   In accordance with §361.014(b) of the Texas Health and Safety Code and 30 TAC §330.641, TCEQ Rules, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations H-GAC's adopted regional solid waste management plan.

8. **Technical Feasibility**
   Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability

all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and H-GAC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in H-GAC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from H-GAC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to H-GAC on a schedule established by H-GAC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide H-GAC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by H-GAC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

AS PER ORIGINAL

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Project Budget
1. Personnel (Salary)	10,800.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	15,000.00
5. Equipment (unit cost of $5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other (Physicals and fitting face mask for HHW Staff)	2,500.00
9. Indirect charges	0.00
TOTAL	28,300.00

1. Personnel Costs

Position	Function	Status FT/PT	Hours	Rate/Hr	Salary Requested
Part-time staff	process materials	PT	1,000	90%	10,800.00
					0.00
					0.00
					0.00
					0.00

No Narrative is needed.

2. Fringe Benefits

Position Subject to Fringe Benefit Rate	Salary Requested	Fringe Benefit Rate	Fringe Benefits Requested
	10,800.00		0.00

No Narrative is needed.

3. Travel

Purpose	Destination	Function	Travel Requested
			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

4. Supplies

Supplies	Purpose	Supplies Requested
Drums, Pallets and Boxes	Contain materials for shipping	15,000.00

No Narrative is needed.

5. Equipment (Unit price of $5,000 or more)

Description	Purpose	Equipment
		0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

6. Construction

Description	Purpose	Sub-Contracted (Y/N)	Construction
			0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

7. Contractual

Contractor	Purpose	Contractual
		0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

8. Other

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins				
Recycling Bins				
Personal Protective Equip.	HAZWOPER	Fitting of PPE	3.00	400.00
Personal Protective Equip.				
Personal Protective Equip.				
Computer Hardware				
Computer Software				
Audio/Visual Equipment				
Audio/Visual Equipment				
Promotional Item				
Promotional Item				
Promotional Item				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)				
Additional Other				
Additional Other				
Additional Other				

Narrative: *(In any category where funding is requested, the Narrative must be completed unless noted.)*
Employees should be fitted for a face mask and have an annual checkup when working with HHW materials.

9. Indirect Charges

Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.	Indirect Cost Rate (%)	Indirect Request
		0.00

No Narrative is needed.

Refer to Grant Announcement for Guidance on How to Complete these Sections.

Project Title: HHW Processing and Supplies

Program Objective and Summary (use all four boxes if necessary). See Grant Announcement for Guidance. **The purpose of this application is to purchase items (drums, pallets and boxes) to collect, store and ship HHW materials through the vendor under the H-GAC contract and to hire part time staff to help process the latex paint and help with the additional volumes of materials at the facility. The HHW employees will be fitted annually with a face mask when handling certain hazardous materials.**

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)* **The minimum area to be served will be the citizens in the entire Fort Bend County area. This includes cities, schools, rural residents, and municipal utility districts.**

Public Information. *See Grant Announcement for Guidance.* **The County will continue to coordinate activities through the Recycle/HHW Center. Coordinating the shipping of materials will be handled through the Recycle/HHW Center staff contacting the vendors. The contacted vendors will help support a marketing program to insure the success and continued operation of the facility. The public is or has been informed through the media, entity newsletters, billboards, the web site, telephone voice information and word of mouth. Also, the grant application goes through the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) and Commissioner's Court (where the public, as well as other staff, will more learn about the HHW program).**

Project Status/Feasibility. *See Grant Announcement for Guidance.*
Through these efforts it is certain that more materials will be brought to the HHW Center. If the FY 2009 grant is awarded, the process will start upon authorization of the purchases.

Local Resources and Commitment *(Up to 25 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Exceeding page limitation may result in a lower score on this section. Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary). *See Grant Announcement for Guidance.*
Fort Bend County Commissioner's Court has supported the various solid waste programs for the citizens of Fort Bend County. Fort Bend County will continue to coordinate with the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) on the operations to provide ongoing recycling and HHW operations. The recycling and HHW programs are considered long-term investments by Fort Bend County to process more waste materials through recycling versus disposal at landfills, and to eliminate possible illegal dumping in the county. In addition, Fort Bend County charges a charges a $1/gallon equivalent of materials so the citizens know that there is a cost to process the materials.

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.) See Grant Announcement for Guidance.* **Fort Bend County personnel will be handling the program purchasing the items that will be used at the HHW Center and hiring the staff for the program, and the FBCSWAC members will be coordinating the information with the other entities. entities.**

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)* **Minutes of Fort Bend County Solid Waste Advisory Committee meeting**
Minutes of Fort Bend County Commissioners Court meeting

Project Cost Evaluation *(Up to 25 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Exceeding page limitation may result in a lower score on this section. Some of the requested information may not be applicable to all proposed projects, contact H-GAC staff for clarification if necessary.

Target Population to be Served by Project: 500,000

Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Fort Bend County and all cities, schools, MUD's and rural residents.

Describe how the proposed project will result in a measurable cost savings ore how the proposed project costs are otherwise reasonably justified.

This project will help to lower the cost of the HHW process by being able to purchase the items for containing, storing and shipping HHW materials.

Cost Per Impacted Capita: 0.05

Please explain calculations. Divide grant request by population served.

$ 27,500/500,000 = $ 0.05 per person.

Amount to be processed and volume displaced from the landfill, if applicable: 6.94 tons

Please explain calculations.

The total HHW and hazardous paint collected is 13,885 pounds. 13,885/2000 = 6.94 tons

Cost Per Ton Processed, if applicable: NA

Please explain calculations. Divide grant request by tons processed.

Landfill Costs Saved, if applicable: 173.00

Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

6.94 tons X $ 25 = $ 173 if this was regular trash but this is HHW material.

Clean-up Costs Saved, if applicable: NA

Please explain calculations.

Evaluation of Consistency with Regional Solid Waste Management Plant: ***THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.***

Is proposed project consistent with H-GAC's regional plan? *(Briefly describe how the proposed project will support the regional plan.) Please review regional plan at http://www.h-gac.com/community/waste/management/documents/Regional_SWMPlan_2007.pdf* **Yes, the purchase of the items and staff needed items are consistent with Goal 3 of the H-GAC plan amendments. This project will focus on meeting the needs to provide and support incentives for waste reduction and reuse programs.**

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service. ***FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING***

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact (Letter, meeting, phone call, etc.)

Summaries of Discussions with Private Industry
Provide summaries of any input and concerns raised by the private service providers; summaries of any meetings or discussions held between the Applicant and the private service providers; an explanation of any changes made to the proposed project to address private service provider concerns; and an explanation of any remaining concerns that were not addressed and why the Applicant determined that the concerns are not valid under the statutory requirements. Attach any written comments or input

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

AGENDA ITEM

236

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, [redacted]

Date Submitted: 06/02/08	**Submitted By:Paulette Batts**
	Department: [redacted]
Court Agenda Date: [redacted]	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Take all appropriate action on request for variance to the building set back line requirement, (Section 5.12 C of the Fort Bend County Regulations of Subdivisions), for Sienna Village of Anderson Springs, Section 23, on behalf of Sienna/Johnson North, L.P., Precinct 2.

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:

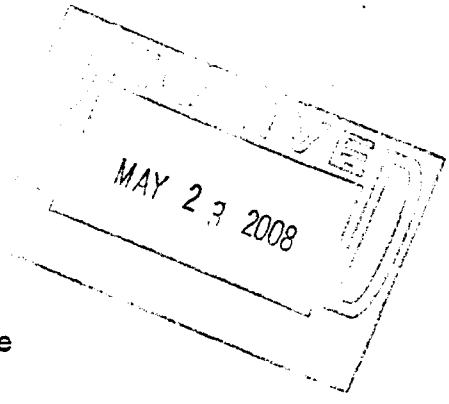
Special Handling Requested (specify):

LJA Engineering & Surveying, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

May 23, 2008



Commissioner Grady Prestage
Fort Bend County Precinct Two
301 Jackson Street
Richmond, Texas 77469

Re: Sienna Village of Anderson Springs Section Twenty Three
Building Line Variance Request
LJA Job No.1194-1123

Dear Mr. Prestage:

On behalf of Sienna/ Johnson North, L.P., we hereby request a variance to the variable building setback along a local street requirement, as stated in Section 5.12 of the Regulations of Subdivisions for Fort Bend County, for Sienna Village of Anderson Springs Section Twenty Three. We respectfully ask for a building setback of 10 feet when the garage or carport entrance is perpendicular to the public street and a building setback of 20 feet when the garage or carport faces the public street.

The subdivision is part of Sienna Plantation, a master planned community with a variety of housing types. Sienna Village of Anderson Springs Section Twenty Three is bounded on the west by Flat Bank Creek, to the north, east and west by adjacent sections. Section Twenty Three is an enclave of 9 lots within the Village of Anderson Springs of Sienna Plantation. The final plat for Village of Anderson Springs Section Twenty Three was approved by the City of Missouri City with the reduced building line.

Allowing a variable setback within Section Twenty Three would be maintaining continuity with the adjacent sections within the Village of Anderson Springs. The reduced setbacks will not hinder the construction of sidewalks, nor impede pedestrian traffic within the section. The occurrence of a large amount of traffic along the streets which lots front would be unlikely as lots within Section Twenty Three do not front on any through streets, or major streets.

We respectfully request that the provision of a variable building setback of 10 feet when the garage or carport entrance is perpendicular to the public street and a building setback of 20 feet when the garage or carport faces the public street within Sienna Village of Anderson Springs Section Twenty Three be granted to maintain continuity within Sienna Plantation sections.

Sincerely,

Rene Rodriguez
Platting Coordinator

RR/lb

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AGENDA ITEM
24

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

Date Submitted: June 4, 2008
Court Agenda Date: June ~~11~~ 10, 2008
Submitted By: Troy Scalco, Director
Department: *Environmental Health #6381*
Phone Number: 281-238-3532

SUMMARY OF ITEM:
Take all appropriate action to adopt the Fort Bend County Junked Vehicle Abatement Procedures effective September 01, 2008.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ✓
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ✓ NO ☐
List Supporting Documents Attached. Departmental Memorandum, Proposed Fort Bend County Junked Vehicle Abatement Procedures and Texas Transportation Code, Sections §683.071, §683.072, § 683.074, §683.075, §683.076, §683.077& § 683.078

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ✓

FUNDING 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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- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

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

✓	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: Approve and /or adopt the Fort Bend County Junked Vehicle Abatement Procedures as proposed. Funds received from the awarded contractor to be directed to a funding source line within EHD.

Special Handling Requested (specify): Return the signed original to the Environmental Health Department.

6-17-08 orig. ret. to Troy Scalco at Env. Health

HEALTH & HUMAN SERVICES
Environmental Health Department
Fort Bend County, Texas

281-342-7469 Office 281-342-5572 Fax

Memorandum

TO: DISTRIBUTION

FROM: TROY SCALCO, DIRECTOR

CC: PAUL STEWART, ASSISTANT COUNTY ATTORNEY

RE: *PROPOSED JUNKED VEHICLE PROCEDUERES*

DATE: JUNE 4, 2008

Attachments: 2; (Proposed Fort Bend County Junked Vehicle Abatement Procedures, Texas Transportation Code, Sections §683.071, §683.072, § 683.074,§683.075, §683.076, §683.077& § 683.078)

As authorized by § 683.074 of the Texas Transportation Code (AUTHORITY TO ABATE NUISANCE; PROCEDURES), a municipality or county may adopt procedures for the abatement and removal of a junked vehicle or part of a junked vehicle as a public nuisance from private and public property.

The Fort Bend County Environmental Health Department (EHD) is requesting the Commissioner Court to review and approve the proposed Junked Vehicle Abatement Procedures.

Copies of the proposed procedures have been reviewed by the County Attorney's Office and are attached for your review.

Additionally, the EHD would request:

- The removal of a junked vehicle to be performed by one awarded contracted wrecker service at no cost accrued to the county. The awarded contractor would pay the county (amount to be determined by bid) per vehicle towed.
- Funds received to be directed to an EHD funding source line. This source line would assist with funding future abatements of abandoned properties.
- The procedures to be effective September 1, 2008.

DISTRIBUTION:

The Honorable Robert E. Hebert, County Judge
Tom Stavinoha, Commissioner Pct. 1
Andy Meyers, Commissioner Pct. 3
Jim Edwards, Budget Officer
Gilbert Jalomo, Purchasing Agent
Dr. Jean Galloway, HHS Director
Dianne Wilson, PhD. County Clerk
Grady Prestage, Commissioner Pct. 2
James Patterson, Commissioner Pct. 4
Ed Sturdivant, County Auditor
Roy Cordes, County Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FORT BEND COUNTY JUNKED VEHICLE
ABATEMENT PROCEDURES

WHEREAS, the purpose of this order is to protect and promote the health, safety, and welfare of the citizens of Fort Bend County by identifying and removing Junked Vehicles from the unincorporated area of Fort Bend County;

WHEREAS, the authority to promulgate and enforce this order is granted to the Fort Bend County Commissioners Court by Chapter 683 of the Texas Transportation Code;

WHEREAS, the Fort Bend County Junked Vehicle Abatement Procedures (hereinafter "Procedures") may be enforced independently or concurrently with actions for injunction, actions for damages, criminal proceedings, or any other claim, suit, or proceeding provided for by law;

NOW, THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court does hereby adopt these Procedures as set forth below:

Article 1. Definitions

In these Procedures:

1) "Abate" means to eliminate by removal and disposal.
2) "Administrator" means the Director of the Environmental Health Department of Fort Bend County, a regularly salaried, full-time employee of Fort Bend County. The Director may assign any duties imposed by these Procedures to regularly salaried, full-time employees under his/her direction.
3) "Antique Vehicle" means a passenger car or truck that is at least 25 years old.
4) "Junked Vehicle" means a vehicle that is self-propelled and:
    a. Does not have lawfully attached to it:
        i. An unexpired license plate; and
        ii. A valid motor vehicle inspection certificate; and
    b. Is:
        i. Wrecked, dismantled, or partially dismantled, or discarded; or
        ii. Inoperable and has remained inoperable for more than:
            1. 72 consecutive hours, if the vehicle is on public property; or
            2. 30 consecutive days, if the vehicle is on private property.
5) "Motor Vehicle Collector" means a person who:
    a. Owns one or more antique or special interest vehicles; and
    b. Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.
6) "Person" has the meaning assigned to that term by Section 311.05(2) of the Texas Government Code as it presently exists or may hereafter be amended.

7) "Special Interest Vehicle" means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Article 2. Junked Vehicle Abatement Permitted

1) A Junked Vehicle, including a part of a Junked Vehicle, that is visible at any time of the year from a public place or public right-of-way:
    a. Is detrimental to the safety and welfare of the public;
    b. Tends to reduce the value of private property;
    c. Invites vandalism;
    d. Creates a fire hazard;
    e. Is an attractive nuisance creating a hazard to the health and safety of minors;
    f. Produces urban blight adverse to the maintenance and continuing development of municipalities; and
    g. Is a public nuisance.
2) A person maintains a public nuisance if that person causes or permits a Junked Vehicle on private property, public property, or a public right-of-way.
3) The Administrator may abate and remove from private or public property or a public right-of-way a Junked Vehicle or part of a Junked Vehicle as a public nuisance.

Article 3. Exceptions to the Procedures

1) The Procedures do not apply to a vehicle or vehicle part:
    a. That is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
    b. That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an Antique or Special Interest Vehicle stored by a Motor Vehicle Collector on the Collector's property, if the vehicle or part and the outdoor storage area, are:
        i. Maintained in an orderly manner;
        ii. Not a health hazard; and
        iii. Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

Article 4. Abatement Procedures

1) The Administrator shall investigate a complaint regarding the existence of a Junked Vehicle or part of a Junked Vehicle and make a determination whether the Procedures apply. The Administrator may enter private property to examine a public nuisance or obtain information to identify the nuisance.
2) Notice
    a. If the Procedures apply, the Administrator shall provide not less than 10 days notice of the existence of the Junked Vehicle or part of Junked Vehicle via personal delivery or certified mail with a 5 day return requested to:
        i. The last known registered owner of the Junked Vehicle;
        ii. Each lienholder of record of the Junked Vehicle; and
        iii. The owner or occupant of:

1. The property on which the Junked Vehicle is located; or
2. If the Junked Vehicle is located on a public right-of-way, the property adjacent to the right-of-way.

b. The notice shall state that:
   i. The Junked Vehicle must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and
   ii. Any request for a hearing must be made to the Administrator before that 10 day period expires.

c. If the post office address of the last known registered owner of the Junked Vehicle or part of a Junked Vehicle is unknown, notice may be placed on the Junked Vehicle or part of a Junked Vehicle or, if the owner is located, personally delivered.

d. If the notice is returned undelivered, action to abate the Junked Vehicle or part of a Junked Vehicle shall be continued to a date not earlier than the 11th day after the date of the return.

3) After the expiration of 10 days from the date on which the notice was personally delivered or sent via certified mail, the Administrator shall determine if the Junked Vehicle or part of a Junked Vehicle has been abated and removed.
   a. If the Administrator determines that the Junked Vehicle or part of a Junked Vehicle has been abated and removed, the Administrator shall make a record of this finding and take no further action.
   b. If the Administrator determines that the Junked Vehicle or part of a Junked Vehicle has not been abated and removed, the Administrator shall:
      i. Have the vehicle removed to a scrapyard, a motor vehicle demolisher, or a suitable site operated by Fort Bend County for final disposal; and
      ii. Provide notice identifying the Junked Vehicle or part of a Junked Vehicle to the Texas Department of Transportation not later than the fifth day after the date of removal.
   c. If the Administrator determines that the Junked Vehicle or part of a Junked Vehicle has not been abated and removed, and a hearing has been requested, the Administrator shall schedule a hearing in accordance with Article 5.
   d. A Junked Vehicle may not be reconstructed or made operable after removal.

Article 5. Hearing

1) Request for Hearing
   a. A party identified in Article 4 Section 2.a. of the Procedures may request a hearing not later than the 10th day after the date on which notice was personally delivered or mailed as required by Article 4 Section 2 of the Procedures.
   b. If a hearing is requested, the hearing shall be held not earlier than the 11th day after the date of service of notice.
2) Hearing Board
   a. If a hearing is requested, the hearing shall be heard by a Hearing Board
   b. The Hearing Board shall consist of 3 Fort Bend County representatives, one from each of the following Fort Bend County departments:
      i. Health and Human Services;
      ii. Human Resources; and

iii. Risk Management.

3) Conduct of Hearing
   a. The party requesting the hearing may attend the hearing, present testimony and other evidence, examine witnesses, and argue on his/her behalf.
   b. The Administrator may attend the hearing, present testimony and other evidence, examine witnesses, and argue on Fort Bend County's behalf.
   c. The Hearing Officer may question any person testifying.
   d. All testimony at the hearing shall be provided under oath.
   e. At the hearing, the vehicle in question is presumed to be inoperable, unless demonstrated otherwise by the owner.

4) Determination
   a. The Hearing Board shall make a written determination whether the vehicle in questions is a Junked Vehicle as defined in Article 1 Section 4 of these Procedures.
   b. The Hearing Board shall make a written determination whether the vehicle in question is excepted from these Procedures as provided in Article 3.
   c. If the Hearing Board determines that the vehicle in question is a Junked Vehicle, and the Junked Vehicle is not excepted from these Procedures, the Hearing Board shall issue an order for the abatement and removal of the Junked Vehicle as provided in Article 4 Section 3.
   d. If the information is available at the location of the nuisance, the order for the abatement and removal of the Junked Vehicle shall include the Vehicle's:
      i. Description;
      ii. Vehicle identification number; and
      iii. License plate number.
   e. Copies of the written determinations and order, if applicable, shall be provided to the party requesting the hearing and the Administrator.

Article 6. Effective Date

The effective date of these Procedures shall be September 1, 2008.

PASSED AND APPROVED this the 10 day of June, 2008.

FORT BEND COUNTY

Honorable Robert E. Hebert
County Judge

ATTEST:

Honorable Dianne Wilson
County Clerk

TEXAS TRANSPORTATION CODE

SUBCHAPTER E. JUNKED VEHICLES: PUBLIC NUISANCE; ABATEMENT

§ 683.071. DEFINITION. In this subchapter, "junked vehicle" means a vehicle that is self-propelled and:

(1) does not have lawfully attached to it:

(A) an unexpired license plate; or

(B) a valid motor vehicle inspection certificate; and

(2) is:

(A) wrecked, dismantled or partially dismantled, or discarded; or

(B) inoperable and has remained inoperable for more than:

(i) 72 consecutive hours, if the vehicle is on public property; or

(ii) 30 consecutive days, if the vehicle is on private property.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 746, § 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 798, § 1, eff. Sept. 1, 2001.

§ 683.0711. MUNICIPAL REQUIREMENTS. An ordinance adopted by a governing body of a municipality may provide for a more inclusive definition of a junked vehicle subject to regulation under this subchapter.

Added by Acts 2003, 78th Leg., ch. 1073, § 1, eff. Sept. 1, 2003.

§ 683.072. JUNKED VEHICLE DECLARED TO BE PUBLIC NUISANCE. A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way:

(1) is detrimental to the safety and welfare of the public;

(2) tends to reduce the value of private property;

(3) invites vandalism;

(4) creates a fire hazard;

(5) is an attractive nuisance creating a hazard to the health and safety of minors;

(6) produces urban blight adverse to the maintenance and continuing development of municipalities; and

(7) is a public nuisance.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 1073, § 2.

§ 683.073. OFFENSE. (a) A person commits an offense if the person maintains a public nuisance described by Section 683.072.

(b) An offense under this section is a misdemeanor punishable by a fine not to exceed $200.

(c) The court shall order abatement and removal of the nuisance on conviction.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995.

§ 683.074. AUTHORITY TO ABATE NUISANCE; PROCEDURES. (a) A municipality or county may adopt procedures that conform to this subchapter for the abatement and removal from private or public property or a public right-of-way of a junked vehicle or part of a junked vehicle as a public nuisance.

(b) The procedures must:

(1) prohibit a vehicle from being reconstructed or made operable after removal;

(2) require a public hearing before removal of the public nuisance; and

(3) require that notice identifying the vehicle or part of the vehicle be given to the department not later than the fifth day after the date of removal.

(c) An appropriate court of the municipality or county may issue necessary orders to enforce the procedures.

(d) Procedures for abatement and removal of a public nuisance must be administered by regularly salaried, full-time employees of the municipality or county, except that any authorized person may remove the nuisance.

(e) A person authorized to administer the procedures may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

(f) On receipt of notice of removal under Subsection (b)(3), the department shall immediately cancel the certificate of title issued for the vehicle.

(g) The procedures may provide that the relocation of a junked vehicle that is a public nuisance to another location in the same municipality or county after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1226, § 1, eff. June 18, 1999.

§ 683.075. NOTICE. (a) The procedures for the abatement and removal of a public nuisance under this subchapter must provide not less than 10 days' notice of the nature of the nuisance. The notice must be personally delivered or sent by certified mail with a five-day return requested to:

(1) the last known registered owner of the nuisance;

(2) each lienholder of record of the nuisance; and

(3) the owner or occupant of:

(A) the property on which the nuisance is located; or

(B) if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.

(b) The notice must state that:

(1) the nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and

(2) any request for a hearing must be made before that 10-day period expires.

(c) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.

(d) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 413, § 13, eff. Sept. 1, 2001.

§ 683.076. HEARING. (a) The governing body of the municipality or county or a board, commission, or official designated by the governing body shall conduct hearings under the procedures adopted under this subchapter.

(b) If a hearing is requested by a person for whom notice is required under Section 683.075(a)(3), the hearing shall be held not earlier than the 11th day after the date of the service of notice.

(c) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(d) If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance must include the vehicle's:

(1) description;

(2) vehicle identification number; and

(3) license plate number.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995.

§ 683.0765. ALTERNATIVE PROCEDURE FOR ADMINISTRATIVE HEARING. A municipality by ordinance may provide for an administrative adjudication process under which an administrative penalty may be imposed for the enforcement of an ordinance adopted under this subchapter. If a municipality provides for an administrative adjudication process under this section, the municipality shall use the procedure described by Section 54.044, Local Government Code.

Added by Acts 2001, 77th Leg., ch. 413, § 14, eff. Sept. 1, 2001.

§ 683.077. INAPPLICABILITY OF SUBCHAPTER. (a) Procedures adopted under Section 683.074 or 683.0765 may not apply to a vehicle or vehicle part:

(1) that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or

(2) that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:

(A) maintained in an orderly manner;

(B) not a health hazard; and

(C) screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

(b) In this section:

(1) "Antique vehicle" means a passenger car or truck that is at least 25 years old.

(2) "Motor vehicle collector" means a person who:

(A) owns one or more antique or special interest vehicles; and

(B) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

(3) "Special interest vehicle" means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended

by Acts 2001, 77th Leg., ch. 413, § 15, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1431, § 1, eff. Sept. 1, 2001.

§ 683.078. JUNKED VEHICLE DISPOSAL. (a) A junked vehicle, including a part of a junked vehicle, may be removed to a scrapyard, a motor vehicle demolisher, or a suitable site operated by a municipality or county.

(b) A municipality or county may operate a disposal site if its governing body determines that commercial disposition of junked vehicles is not available or is inadequate. A municipality or county may:

(1) finally dispose of a junked vehicle or vehicle part; or

(2) transfer it to another disposal site if the disposal is scrap or salvage only.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995.

AGENDA ITEM

25

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

Date Submitted: June 4, 2008	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: June 10, 2008	**Phone Number: 281/341-8631**

SUMMARY OF ITEM:

Take all appropriate action to accept the appointment of John Oldham as the Elections Administrator per Order of Appointment of the Elections Commission and approve setting the salary at grade 15, step 2 effective July 2, 2008 and further authorize $5,000 moving expense in accordance with the direction of the Elections Commission.

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:

Take all appropriate action to accept the appointment of John Oldham as the Elections Administrator per Order of Appointment of the Elections Commission and approve setting the salary at grade 15, step 2 effective July 2, 2008 and further authorize $5,000 moving expense in accordance with the direction of the Elections Commission.

Special Handling Requested (specify):

ORDER OF APPOINTMENT

Pursuant to Texas Election Laws, Section 31.032, the Fort Bend County Election Commissioner, by vote of the members present, hereby appoints John W. Oldham as the County Election Administrator effective July 2, 2008.

Members present: County Judge Robert E. Hebert, Chairman
County Clerk Dianne Wilson
Tax Assessor/Collector Patsy Schultz
Republican Party Chair Rick Miller
Democrat Party Chair Elaine Bishop

Signed this 9th day of May, 2008 in Richmond, Texas.

ROBERT E. HEBERT
COUNTY JUDGE

DIANNE WILSON
COUNTY CLERK

AGENDA ITEM

26

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

Date Submitted: June 3, 2008	**Submitted By: Mike Davis**
	Department: Parks Department
Court Agenda Date: June 10, 2008	**Phone Number:**

SUMMARY OF ITEM: Approve Interlocal Agreement with Wharton County Junior College for truck driving instruction program on Fairgrounds Property.

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

List Supporting Documents Attached: Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE:
-

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

6-20-08 orig. ret. to Mike Davis at Parks

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR USE OF FORT BEND COUNTY FAIRGROUNDS

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), a body corporate and politic, acting by and through its Commissioners Court, and WHARTON COUNTY JUNIOR COLLEGE, a public comprehensive community college (hereinafter referred to as "College"), existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, College offers a wide range of postsecondary educational programs and services including associate degrees, certificates, continuing-education courses, cultural affairs, and leisure-time activities for the benefit of the community and a population of students and serves the needs of the citizens of Fort Bend County; and,

WHEREAS, College has developed an educational program for truck driving instruction; and,

WHEREAS, College has requested usage of an area of the Fort Bend County Fairgrounds for truck driving instruction program; and

WHEREAS, County and College find that it will be in the public interest and serve the general welfare of the community to enter into this Agreement;

NOW THEREFORE, County and College for the mutual consideration hereinafter stated, agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to provide College a designated area at the Fort Bend County Fairgrounds, hereinafter referred to as "Fairgrounds," for truck driving instruction.

ARTICLE II
TERM

2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on December 31, 2008.

2.02 This agreement shall not automatically renew.

2.03 College acknowledges that College must request renewal of this Agreement each year for a continuation of this service and that this Agreement may terminated at any time by County, without cause.

2.04 Either party may terminate this Agreement by providing ten (10) calendar days prior written notice of termination on the other party.

ARTICLE III
SCOPE OF SERVICES

3.01 County will provide College a designated area located at the Fort Bend County Fairgrounds 5 days per week from the hours of 9am to 4pm am/pm.

3.02 College shall not have usage of any area of Fairgrounds one (1) week prior through one (1) week after the closing of the Fort Bend County Fair.

3.03 College shall coordinate all usage with the Fort Bend County Parks Director prior to the commencement of the program instruction.

ARTICLE IV
INSURANCE

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

4.02 College shall furnish Certificates of Coverage to County evidencing compliance with the insurance requirements hereof prior to the commencement of any activity on County's property. Certificates shall indicate name of College, name of insurance company, policy number, term of coverage and limits of coverage. Self-funded programs or plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, TEXAS GOVERNMENT CODE) shall be accepted, provided the programs or plans offers coverages that are equivalent to a fully insured program. The programs or plans shall provide for the following types and minimum limits:

A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or 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 Blanket Contractual, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability

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.

4.03 All policies written on behalf of College shall contain a waiver of subrogation in favor of County and County Commissioners. Coverage is required to be written on an occurrence-made policy form.

ARTICLE V
DAMAGE TO COUNTY PROPERTY AND CLEAN-UP

5.01 Prior to the commencement of any program instruction, College shall be solely responsible for ensuring that Fairgrounds is in safe condition.

5.02 College shall be solely responsible for all damage to Fairgrounds caused by College, its agents, servants, employees, students, licensees, business guests, invitees or by program instruction.

5.03 College shall be solely responsible for the removal of all debris, rubbish and unsafe conditions prior to College's usage and as a result of College's operations.

5.04 College agrees to properly and diligently make any repairs and replacements to Fairgrounds as are made necessary by the negligence or willful acts of College, its agents, servants, employees, students, licensees, business guests or invitees and at the termination or expiration of this Agreement. College agrees to surrender and deliver Fairgrounds to County in good order and condition, natural deterioration from ordinary wear and tear and damage occasioned the elements excepted. College agrees to make all necessary, incidental repairs to the Fairgrounds and to maintain Fairgrounds in good condition. All maintenance and repairs shall be done with materials and equipment of the highest quality equal and shall be in accordance with the then existing federal, state and local regulations regarding health and safety. Upon termination of this Agreement, College shall promptly return Fairgrounds to County, ready for use by County, and shall remove from County's premises all of College's equipment, material and like items, leaving County's premises and the vicinity clean, safe and ready for use.

5.05 In the event College shall fail to maintain Fairgrounds as described above and in a manner satisfactory to County, or to effect such clean-up, repair or removal immediately after receipt of written notice to do so, County shall have the right without further notice to College to perform such cleanup, repair and remove such items on behalf of and at the risk of and at the expense of College. County may store items removed at a place of its choosing on behalf of College and at College's risk and expense.

5.06 College's negligence and/or failure to observe, keep or perform any of its obligations to maintain and repair Fairgrounds in the time and manner provided in this Article shall constitute a default hereunder and if such default shall continue for fifteen (15) days after notice thereof, County shall have the right to terminate this agreement.

ARTICLE VI
INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, COLLEGE HEREBY ASSUMES LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, COUNTY AND COUNTY'S OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST, ALL LIABILITIES, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS,

EXPENSES AND DISBURSEMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY OCCURRING DURING THE TERM OF THIS AGREEMENT.

ARTICLE VI
COLLEGE'S REQUIREMENT TO OBTAIN RELEASES

6.01 Prior to any lawful usage of any County property, College shall obtain a properly executed "Release of Liability" from all faculty members and students. Each release shall fully release County from any and all future claims with respect to illness or injuries sustained while engaged in activities pursuant to this Agreement on County property.

6.02 College shall provide County with a suitable copy of each signed "Release of Liability" prior to usage of County property by all faculty members and/or students.

6.03 County Parks Director shall verify compliance with this Article at any time and at his discretion. College's failure to comply with this Article shall call for the immediate termination of this Agreement.

ARTICLE VII
MISCELLANEOUS

7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7.02 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.03 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

7.04 This Agreement may not be assigned by either party.

7.05 It is understood between the parties that under no circumstances whatsoever is any member of College's student body, faculty, and/or staff to be considered an agent, servant, and/or employee of County and as such, they are not and shall not be entitled to any of the privileges or benefits of County employment.

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EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date June 10 2008

Attest:

Dianne Wilson, County Clerk

Approved:

By: Michel Davis, Director
County Parks Department — Date 6/2/2008

COLLEGE: WHARTON COUNTY JUNIOR COLLEGE

P.D. Gotto II board chair — Date 6-2-2008

MER:Interlocal Agreement.WCJC(04222008)

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RELEASE OF LIABILITY

I, _____ ("Participant"), have this day released and do hereby release, acquit and forever discharge Fort Bend County ("County"), and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of the County Fairgrounds ("Facilities") as part of the Wharton County Junior College ("College") truck driving instruction program ("Program").

I, _____, intend this release of liability to cover all situations that may occur while I participate in the College Program at the Facilities.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the College Program at the Facilities. I know of no condition that would limit or preclude my participation in this program. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

By: _____
Signature

Printed Name: _____

Date: _____

Information on Participant

Home Phone: _____ Business Phone: _____
Occupation: _____
Date of Birth: _____
In the event of an emergency, please contact: _____
_____.

27

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 June 10, 2008

Consent Agenda:

Authorize advertising for Bids or RFPs for the following:

a. ~~Printing and mailing of tax statements;~~
b. Printing and mailing of public awareness information card; 18A
c. Designing and screening of public awareness advertisement in movie theaters; 18B
d. Opening day collections for Sienna Branch Library. 18C

Regular Agenda:

1. Take all appropriate action on the following:

   a. RFP 08-061 and RFP 08-067 – Investment Broker/Dealers 27A1
   b. ~~Bid 08-063 – Bank depository~~
   c. Bid 08-071 – On-Site grinding services and chip removal for McKeever Road Project. 27A2
   d. Bid 08-072 – New water tanks mounted on County Vehicles 27A3

2. Take all appropriate action on price increase request from Agro Distribution pursuant to Bid 08-012 weed, brush and insect control material as provided for in the bid. 27B

3. Take all appropriate action to approve purchasing computer equipment for the Project Rawhide project utilizing the US Communities contract # RQ03-605674-16A and Department of Information Resources (DIR) contract # DIR-SDD-223 in an amount not to exceed $155,000.00. (Funding: 100685888 64600 06RAWHIDE 35000) 27C

Investment Broker/Dealer List
Q08-061 and Q08-067

Broker/Dealer Information

Company Name	Broker/Dealer Questionnaire	Anti-Collusion Statement	Affidavit for Business Organization	Master RPA	Delivery Instructions	Fin Statements	FINRA Cert	Tex SSC	Proof of Ins	Compt of Currency Reg	References	Approved
Amegy Bank	Yes	Yes	Yes	NA	Yes	Yes	NA	Yes		Yes	Yes	Yes
Banc of America Securities, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Coastal Securities, Inc	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	NA	Yes	Yes
First Southwest Company	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	NA	NA	Yes	Yes
Frost Bank Capital Market Division	Yes	Yes	Yes	NA	Yes	No	Yes	Yes	NA	Yes	Yes	Yes
Great Pacific Securities	Yes	Yes	Yes	NA	Yes	No	Yes	No	Yes	NA	yes	Yes
Morgan Keegan & Company, Inc	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	NA	yes	Yes
Rice Financial Products Company	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	NA	Yes	Yes
Raymond James & Associates, Inc.	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	NA	Yes	Yes
Stone & Youngberg, LLC	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	NA	Yes	Yes
Vining Sparks IBG, L.P.	Yes	Yes	Yes	NA	Yes	No	Yes	Yes	Yes	NA	Yes	Yes
Wells Fargo Institutional Brokerage & Sales	Yes	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Revised
27A1

AS PER ORIGINAL 27A2

Tabulation
BID #08-071
On-Site Grinding Services and Chip Removal for McKeever Road Projects

Recommendation: Novus Wood Group
Funding: R & B 718622888 P622-03MCKEEVER 64600 31100

Contractor	Unit Price
Big Bird Tree Service, Inc. Dallas TX	$68,000.00
Novus Wood Group Houston TX	$24,675.00

27A2

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 06/10/08. Thank you.**

DATE: **June 11, 2008**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

08-071 27A2

08-072 27A3

6-16-08 orig. ret. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid

On-Site Grinding Services and Chip Removal for McKeever Road
for Fort Bend County
BID 08-071

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, May 29, 2008
1:30 PM (Central)

MARK ENVELOPE:

Bid 08-071
On-Site Grinding Services

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 05/05/08
Issued: 05/14/08

Vendor Information

Novus Wood Group LP
Legal Name of Contracting Company

76-0617678
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-922-1000 — Telephone Number
281-922-1474 — Facsimile Number

5900 Haynesworth Lane
Complete Mailing Address (for Correspondence)

Houston, Texas 77034
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Steve M. Ghormley
Authorized Representative and Title (printed)

sghormley@woodfuel.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: _____

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: _____

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

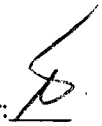
1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: _____

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

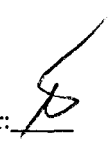
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: 

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: _____

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purpose of providing on-site grinding services and chip removal on McKeever road project located in Arcola, Texas as specified herein.

Initials of Bidder: _____

4.0 WORK COMMENCEMENT:

Grinding and removal on McKeever road must begin within five (5) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent.

5.0. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REFERENCES:

Bidders must list in Section 13, a minimum of three (3) references with whom you have provided the service outlined herein during 2007 and/or 2008.

7.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:

7.1 All work will take place on McKeever Road in Arcola, Texas.

7.2 Length of road is 1.2 miles equaling 7.05 acres and is heavily wooded.

7.3 Fort Bend County will move all debris to a centralized easement.

7.4 Vendor must provide all labor, transportation and equipment to perform on-site grinding of tree debris including stumps smaller than 12 inches. Stumps larger than 12 inches will be sawed by Fort Bend County into smaller sizes for the vendor to grind.

7.5 Vendor responsible for removing all processed chips.

7.6 Vendor responsible for leaving site as free from unprocessed wood as possible.

8.0 INSURANCE:

8.1 All bidders must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

Initials of Bidder: _____

8.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the contractor and its employees as insured:

8.2.1 Workers Compensation: See Section 10.0.

8.2.2 Employer's Liability: $500,000

8.2.3 General liability including:

8.2.3.1 Premises/Operations
8.2.3.2 Products/Completed Operation
8.2.3.3 Contractual
8.2.3.4 Owner's Protective
8.2.3.5 Personal Injury/Advertising Liability
8.2.3.6 Mobile Equipment

8.2.4 General liability limits shall be equal to or greater than:

8.2.4.1 $100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

8.2.4.2 $500,000 Bodily Injury and Property Damage combined, single limit.

8.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

8.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

8.2.5.1 $100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,

8.2.5.2 $500,000 Bodily Injury and Property Damage combined, single limit.

8.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

8.3 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

Initials of Bidder: 

8.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

9.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

9.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.

9.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.

9.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

9.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.

9.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

Initials of Bidder: 

9.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

9.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extend described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

9.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

9.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to per form construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

9.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

10.0 WORKERS COMPENSATION INSURANCE:

The Texas Workers Compensation Commissioner has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

Initials of Bidder: _____

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law.
Additional questions may be addressed to the Texas Worker's Compensation Commission, Southfield Building, 4000 S IH-35, Austin, Texas 78704 (512)440-3618.

10.1 Definitions:

10.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

10.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

10.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

10.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

10.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

10.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

Initials of Bidder: _____

10.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

10.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

10.5.2 No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

10.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

10.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

10.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

10.9 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

10.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

10.9.2 Provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

10.9.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

10.9.4 Obtain from each other person with whom it contracts, and provide to the contractor:

Initials of Bidder: _____

10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

10.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

10.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

10.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

Initials of Bidder: _____

12.0 BID PRICE:

Total bid price to perform on-site grinding services and chip removal on McKeever Road, approximately 7.05 acres, as specified herein:

$ 24,675.00

13.0 REFERENCES:

References: List three (3).

Company Name: Fort Bend County Drainage
Address: 1124 Blume Rd. Rosenberg Tx
Contact Person: Steve Korenek
Phone Number: 832-473-2277

Company Name: City of Lake Jackson
Address: 25 OAK Drive, Lake Jackson Tx
Contact Person: Robert Stark
Phone Number: 979-297-2481

Company Name: City of Baytown
Address: 2123 Market St., Baytown Tx
Contact Person: Jill Matzig
Phone Number: 281-420-7139

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: [illegible]

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 10th day of June, 2008, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Nowes Wood Group (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **On-site Grinding Services and Chip Removal** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 10th day of June 2008.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Steve M. Abernathy Vice President
Printed Name and Title

071

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2008

PRODUCER
Bowen, Miclette & Britt, Inc.
1111 North Loop West
Suite 400
Houston TX 77008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Novus Wood Group LP
Novus Systems, Inc.
5900 Hayneswortth
Houston TX 77034

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance Com	23396
INSURER B: RSUI Indemnity	22314
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL1317515	2/1/2008	2/1/2009	EACH OCCURRENCE	$ 1000000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2000000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2000000
A		AUTOMOBILE LIABILITY	CA1317513	2/1/2008	2/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	NHN043109	2/1/2008	2/1/2009	EACH OCCURRENCE	$ 1000000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 1000000
		DEDUCTIBLE					$
		X RETENTION $10000					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1317516	2/1/2008	2/1/2009	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Fort Bend County
Attn: Cheryl
4520 Reading Road
Rosenberg TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

AS PER ORIGINAL 27A3

Tabulation
BID #08-072
Purchase of New Water Tanks Mounted on County Vehicles

Recommendation: Klein Products x 2 = $53,316.98
Funding: R & B 155611100-64500

[redacted]	[redacted]
Klein Products, Inc. Jacksonville Tx	$27,158.49 Klein K-400

27 A 3

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 06/10/08. Thank you.

DATE: June 11, 2008

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

08-071 27A2

08-072 27A3

6-16-08 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Purchase of New Water Tanks Mounted on County Vehicles
BID 08-072

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- *Vendors may not submit responses via email or fax.*

KLEIN Products, INC.
Legal Name of Contracting Company

Johnny L. Rainey
Contact Person

P.O. Box 2066, Jacksonville, TX 75766
Complete Mailing Address

903-589-4546 — 903-589-4545
Telephone Number — Facsimile Number

Johnny@KleinProducts.com
Email Address

Signature — 5/15/08
Date

Fort Bend County, Texas
Invitation for Bid

Purchase of New Water Tanks Mounted on County Vehicles
for Fort Bend County
BID 08-072

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, May 29, 2008
1:30 PM (Central)

MARK ENVELOPE:

BID 08-072
Water Tanks

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
or
Fax:281-341-8645

Prepared: 05/07/08
Issued: 05/14/08

Vendor Information

Klein Products INC.
Legal Name of Contracting Company

95-2105141
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

903-589-4546 903-589-4545
Telephone Number Facsimile Number

P.O. Box 2066
Complete Mailing Address (for Correspondence)

Jacksonville, TX 75766
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Johnny L. Rainey Sales Manager
Authorized Representative and Title (printed)

Johnny@KleinProducts.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

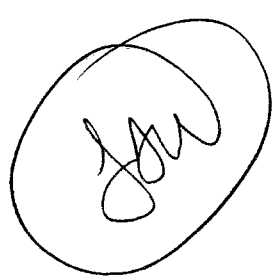
1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.



1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

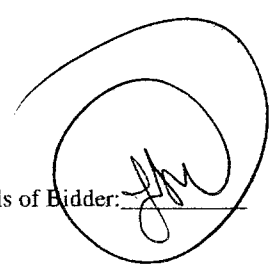
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

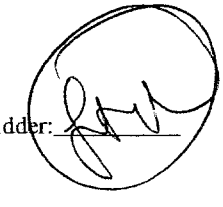
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

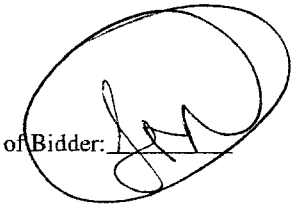
1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: 

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

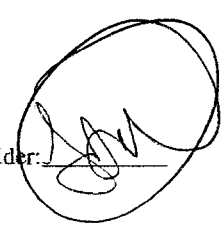
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder 

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder 

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase two (2) or more water tanks to be mounted on County provided cab and chassis from one (1) vendor, which meet or exceed the specifications contained herein.

Initials of Bidder: 

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

5.0 DELIVERY:

Fort Bend County will deliver the trucks to the vendor and pick them up after completion. Installation must be completed within sixty (60) calendar days.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated:**

4,000 U.S. gallon capacity Klein K-400 tank or equal (see Section 1.18) installed and tested:

Basic Tank:

7.1 List make and model: Must be new, current production.

Klein K-400

7.2 Low profile, Trapezoid tank design constructed of heavy gauge prime steel.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.3 Flanged tank heads for superior tank construction and durability.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.4 Precision flow control baffling and load stabilization system.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: JH

7.5 Two (2) transverse and one (1) longitudinal baffle.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.6 Pipe tank stiffener for added strength.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.7 Heavy duty tank sub-frame pan.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.8 Double plated tank bottom at sub-frame tank skin intersection.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.9 Rear access ladder, heavy duty design with non-slip rungs.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.10 30" round man hole.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.11 Tank skins and tank heads welded 100% inside and outside of tank assembly.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.12 2" tank drain with plug.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.13 Exterior of tank assembly sandblasted, cleaned, primed and painted on standard color.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.14 2-1/2" hydrant fill line with legal air gap.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.15 Fenders, tank integrated type, not bolt on type, mud flaps four (4).

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: _____

7.16 Lighting group, marker, stop turn and I.D. wire loom.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.17 Flexible, heavy duty mounting hardware including springs, GD.8 hardware, brackets and 1" x 3" 80 duro body mount cushion.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.18 Bumper, Stinger type with storage area with hinged lid.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Pump System:

7.19 Klein KP3FL or equal (see Section 1.18), 900 GPM, 70 PSI maximum capacity centrifugal pump including mechanical shaft seal, stress proof shaft and removable suction head.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.20 PTO driven from transmission mounted PTO, Chelsea or Muncie brand or equal (see Section 1.18), wire shaft, geared to appropriate speed for truck/PTO/pump combination.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.21 Inlet pipe includes anti-vortex cross and trash screen, installed with flexible or Dresser coupling insuring easy pump maintenance.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.22 Pressure manifold installed using flexible or Dresser type coupling insuring easy pump maintenance.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Discharge Spray:

7.23 Front spray bar shall include two (2) adjustable fan type spray heads with individual cab controls.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: _____

7.24 Rear spray bar shall include two (2) adjustable fan type spray heads with individual cab controls.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.25 Driver side spray with Klein or equal (see Section 1.18) jet spray head and in cab controls.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Additional required equipment:

7.26 Suction loading with self priming reservoir and hoses, two (2) 10' sections of hose with storage tubes.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.27 Passenger side spray head with in cab control.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.28 Relocation of air tanks, batteries, fuel tanks to facilitate tank system.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.29 Stretch frame to accommodate system.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.30 Complete interior coated with Plexiblack.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Total unit bid price, per water tank, mounted on County cab and chassis:

$ 27,158.49 /each

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder

RECORDED ON 6-23-08
IN THE COMMISSIONER COURT
MINUTES OF 6-10-08

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 10th day of June, 2008 by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Klein Products, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Water Tank mounted on County Vehicle** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 10th day of June 2008.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By:
Signature of Contractor

By: Johnny L. Rainey Sales Manager
Printed Name and Title

072

Dear Ms. Kaminski, 05-29-2008

Due to the rising cost of fuel and supplies, I need to change the bid price on Tordon 22K. This is item number 38 on bid 08-012. I need to change the price from $69.75 per gallon to $82.00 per gallon. I would like to apologize for any inconvenience. If you have any questions, please feel free to call.

Thank You,

DeWayne Dopslauf
Agriliance/Agro Distribution
P.O. Box 670
1015 Nelson Ln
Wharton, TX 77488
(979)532-2371 office
(979)541-7858 mobile

Tyler/Odessey Project
Phase 1

Section	Ricoh Color Lazer Printer	HP4250/P40 15N Printers Network	HPP3005 Printers Stand-alone	HPP3005X Printers Network	Large Scanners (Document) Fujitsu fi-5750C	Symbol Bar Code Readers	Heritage 240 Cash Drawers	Zebra TLP Label Printers	HP 9050N Printers	HP 2000 Sheet Input Tray
Rm 100/102 Public Information		0	0	2	0	2	2	2	0	0
Rm 105	1	3	1	2	0	21	2	21	0	0
6th Floor	1	3	2	0	0	11	1	5	0	0
Jury Assembly Bldg		0	0		0	0	1	0	0	0
240th Ctrm		0	1		0	0	0	0	0	0
268th Ctrm		0	1		0	0	0	0	0	0
328th Ctrm		0	1		0	0	0	0	0	0
387th Ctrm		0	1		0	0	0	0	0	0
400th Ctrm		0	1		0	0	0	0	0	0
434th Ctrm		0	1		0	0	0	0	0	0
AG Ctrm		0	1		0	0	0	0	0	0
105 - Scanner Station		0	0		3	3	0	0	0	0
106 - Scanner Station		0	0	1	2	2	0	0	0	0
Total	3	11	12	7	15	60	10	52	2	1
Cost per Item (avg.)	$232.26	$997.00	$491.00	$892.00	$5,125.25	$192.36	$234.57	$500.00	$3,003.00	$902.09
Total Cost	$696.78	$10,967.00	$5,892.00	$6,244.00	$76,878.75	$11,541.60	$2,345.70	$26,000.00	$6,006.00	$902.09
Contract	US	DIR	DIR	DIR	US	US	US	US	DIR	US

DIR-SDD-223 $29,109.00
US COMMUNITIES RQ 03-605674-16A $124,949.34

AS PER ORIGINAL

Tyler/Odessey Project
Phase 1

Zebra Labels	Zebra Wax Ribbon cases	HP 51A toner cartridge	HP 42A toner cartridge	HP Black Smart toner cartridge	Symbol Intellistand LS4200	Ricoh GC 21KH-Black toner	Ricoh GC 21CH Cyan High Yield	Ricoh GC 21CH-Magenta High Yield	Ricoh GC 21CH-Yellow High Yield	Tripp Lite USB Cable
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
4	4	1	10	2	49	3	3	3	3	125
$76.95	$207.00	$125.95	$150.95	$234.86	$45.95	$67.95	$68.95	$68.95	$68.95	$2.14
$307.80	$828.00	$125.95	$1,509.50	$469.72	$2,251.55	$203.85	$206.85	$206.85	$206.85	$267.50
US	US	US	US	US	US	US	US	US	US	US

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2008

On this the 10th day of June, 2008 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $ 7,897,351.32 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for June 10, 2008

Except as indicated all checks will be released after Commissioners' Court on June 10, 2008

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	21ST MORTGAGE CORPORATION	505.15	505.15
6/10/2008	2M BUSINESS PRODUCTS, INC	1,089.70	70,375.71
6/10/2008	A AND F ELEVATOR COMPANY, INC	675.00	13,680.00
6/10/2008	A C PLUMBING SUPPLY, INC	1,238.22	1,782.95
6/10/2008	ABLE TIRE CO-HOUSTON	1,315.55	6,704.60
6/10/2008	ACCURINT	668.25	8,095.55
6/10/2008	ADA RESOURCES, INC	145,950.19	2,614,498.90
6/10/2008	ADP INC	3,090.58	59,348.23
6/10/2008	AGUILAR, PRISCILLA	255.53	29,792.71
6/6/2008	ALABAMA CHILD SUPPORT	207.86	
6/10/2008	AL-ADLI, NAIM	13.10	13.10
6/10/2008	ALAMO IRON WORKS, INC	460.40	44,945.45
6/10/2008	ALLIED WASTE SERVICES, 853	86.54	6,617.68
6/6/2008	AMERICAN FAMILY LIFE INSUR	10,530.04	
6/6/2008	AMERICAN HERITAGE LIFE INS	1,140.38	
6/10/2008	AMERICAN MATERIALS	4,802.45	539,307.99
6/10/2008	AMERICAN MESSAGING SERVICES	91.00	6,860.51
6/10/2008	AMERICAN RED CROSS	95.00	911.49
6/5/2008	AMMONS, ROBERT E	30.00	
6/10/2008	ANCO-WESSENDORFF INSURANCE	50.00	747.00
6/10/2008	ANGELINA COUNTY AUDITOR	150,210.00	1,481,398.98
6/10/2008	AT & T	14,877.56	829,592.44
6/10/2008	AT ROAD, INC.	119.85	1,078.65
6/10/2008	AUSTIN MARRIOTT SOUTH	195.50	1,173.00
6/10/2008	AVERY, BENITA	20.20	429.02
6/10/2008	AVIA PARTNERS	20,263.40	470,524.97
6/10/2008	BAO, JULING	385.41	673.90
6/10/2008	BASS CONSTRUCTION COMPANY INC	383,003.90	2,918,482.57
6/10/2008	BATCHAN, JOHN W JR	750.00	40,445.00
6/10/2008	BATTLE, WALTER	200.00	200.00
6/10/2008	BELL INVESTIGATOR COMPANY	487.50	982.50
6/5/2008	BEXAR COUNTY SHERIFF	60.00	
6/10/2008	BLUE CROSS AND BLUE SHIELD	32.26	2,731.90
6/10/2008	BLUE RIDGE WEST MUD	113.53	1,299.89
6/10/2008	BMC WEST	59.04	7,316.28
6/10/2008	BOSWORTH PAPERS, INC	171.11	6,344.92
6/10/2008	BOUND TREE MEDICAL LLC	(285.42)	133,770.93
6/10/2008	BOYD, JENINE	234.70	1,229.11
6/10/2008	BRADY, CYNTHIA	18.18	18.18
6/10/2008	BRANDENBURG, DORIS	10.14	10.14
6/6/2008	BRIDGES, JESICA	92.31	
6/9/2008	BRITT, MICHAEL SHANE	475.00	
6/10/2008	BRITTANY SQUARE APTS	645.00	2,728.00
6/10/2008	BRODART CO	6,869.52	392,674.40
6/5/2008	BROUSSARD, SCOTT M	15.00	
6/10/2008	BROWN AND GAY ENGINEERS, INC	3,175.00	56,470.56
6/10/2008	BUILDING SPECIALTIES	251.18	21,127.54
6/10/2008	BURNETT, SHEILA	700.00	3,325.00
6/10/2008	BUTERA, BILL	104.41	104.41
6/10/2008	BY DESIGN	106.56	2,220.75
6/10/2008	C & E PRODUCTS INC	186.00	5,406.40

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	CABRERA, KIMBERLY	91.91	254.29
6/9/2008	CALDWELL, VELMA	475.00	
6/10/2008	CARDEN, MARTIN D	225.00	4,400.00
6/10/2008	CARPENTER, SCOTT W.	111.51	456.86
6/10/2008	CARTER, WILLIAM A, III	334.98	2,682.10
6/10/2008	CENTERPOINT ENERGY ENTEX	86.28	241,339.20
6/10/2008	CENTRAL HARDWARE NO 2, LLC	286.52	6,899.39
6/10/2008	CERTIFIED LABORATORIES	2,591.05	13,640.20
6/10/2008	CHALKS TRUCK PARTS, INC	705.00	14,384.62
6/5/2008	CHAPMAN, C DAVIS	40.00	
6/6/2008	CHILD SUPPORT SPECIALISTS,	80.76	
6/10/2008	CHILDERS, CAROLYN J	46.66	406.07
6/10/2008	CINCO LANDSCAPE MAINTENANCE	1,353.94	10,995.85
6/10/2008	CINGULAR WIRELESS	11,695.49	80,021.16
6/10/2008	CITY OF ARCOLA	90,625.64	170,480.33
6/10/2008	CITY OF NEEDVILLE	651.10	200,784.21
6/10/2008	CITY OF RICHMOND	90,149.61	584,283.83
6/10/2008	CITY OF ROSENBERG	92.08	172,807.37
6/10/2008	COASTAL BUTANE SERVICE CO	20.00	18,276.10
6/10/2008	COBB, FENDLEY AND ASSOCIATES	63,892.32	281,684.48
6/6/2008	COLONIAL LIFE AND ACCIDENT	3,456.02	
6/10/2008	COMEAUX, TAMI C	56.43	410.01
6/10/2008	COMFORT INN	359.76	1,199.24
6/10/2008	CONSOLIDATED COMMUNICATIONS	907.59	15,833.47
6/10/2008	CONTINENTAL BATTERIES	249.50	24,968.84
6/10/2008	CORE IT SOLUTIONS LLC	1,193.75	1,193.75
6/10/2008	CORPORATE EXPRESS	19.98	1,469.73
6/10/2008	CORPORATE EXPRESS IMAGING	1,526.56	80,093.79
6/10/2008	COUNTRYMAN, MARK	356.58	3,466.11
6/10/2008	CRONATRON WELDING SYSTEMS INC	60.40	60.40
6/10/2008	CROSSWORD TRANSLATION	367.50	9,047.50
6/10/2008	CULLIGAN	189.00	189.00
6/10/2008	D AND L PROPANE	462.50	762.50
6/10/2008	D AND S TRUCK PARTS AND	57.46	9,112.89
6/5/2008	DALLAS COUNTY CONST PCT 5	70.00	
6/10/2008	DAVIDSON, COLIN	235.00	2,670.00
6/10/2008	DAVIS BROTHERS AUTO SUPPLY	242.23	18,214.88
6/5/2008	DAVIS, DEANDRE M	2,353.95	
6/10/2008	DAVIS, DESMOND	10.01	10.01
6/10/2008	DELL MARKETING L.P.	23.00	561,050.38
6/10/2008	DEMOTT, BETH	45.45	124.02
6/9/2008	DEPARTMENT OF STATE HEALTH	547.17	
6/10/2008	DEPARTMENT OF STATE HEALTH	75.00	815.00
6/10/2008	DIAZ, JUAN	163.49	163.49
6/10/2008	DICK'S AUTO ELECTRIC	643.00	7,277.50
6/10/2008	DIGITAL LIBRARY RESERVE	2,099.30	33,728.67
6/10/2008	DIRECT TV	76.98	719.66
6/10/2008	DITTRICH, PATRICIA	26.26	370.94
6/9/2008	DOMINGUEZ, ADAM SIMON	475.00	
6/10/2008	DORNBURG, ANDREW	68.00	680.15
6/10/2008	DURACO INDUSTRIES, INC.	352.65	4,528.06
6/10/2008	DZIERZANOWSKI, CHAD D	484.52	5,238.36
6/10/2008	EDWARDS, KENT M	106.60	1,324.58
6/10/2008	ELDRIDGE, THOMAS	105.54	105.54
6/10/2008	ESP OFFICE SOLUTIONS, LLC	9,018.43	233,539.07
6/5/2008	ESPINOZA, MIGUEL	37.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	ESRI, INC	400.00	22,787.98
6/10/2008	EXECUTEAM CORPORATION	17,813.07	1,074,711.90
6/10/2008	FALLS, CORTNEY	10.45	10.45
6/6/2008	FBC EMPLOYEE BENEFIT FUND	102,186.58	
6/5/2008	FBC LEVY IMPROVEMENT DIST.	388.20	
6/6/2008	FBC SECTION 125	14,342.99	
6/10/2008	FELTON, TANGERLIA	650.00	6,995.00
6/5/2008	FISHER, HARRISON	134.00	
6/10/2008	FLOWERS BAKING COMPANY	653.61	29,939.28
6/10/2008	FORRAY, MARIA C	13.64	13.64
6/10/2008	FORT BEND CO WCID 2	204.90	1,906.27
6/10/2008	FORT BEND COUNTY	589.94	2,784,387.78
6/6/2008	FORT BEND COUNTY CHILD SUP	166.36	
6/9/2008	FORT BEND COUNTY CLERK	2,700.79	
6/6/2008	FORT BEND COUNTY DEPUTY	2,502.40	
6/5/2008	FORT BEND COUNTY DISTRICT	1,352.78	
6/6/2008	FORT BEND COUNTY GENERAL F	218.04	
6/10/2008	FORT BEND FEED AND	242.50	751.90
6/10/2008	FORT BEND HYDRAULICS INC	196.01	43,061.41
6/10/2008	FORT BEND MECHANICAL, LTD	331.00	324,803.52
6/10/2008	FORT BEND Y M C A	15,100.00	30,100.00
6/10/2008	FORT BEND/SOUTHWEST STAR	140.00	6,451.00
6/10/2008	FRANKLIN FURNITURE CO, INC	119.90	3,967.58
6/10/2008	FRESQUEZ, LYNDA J	425.00	7,735.00
6/10/2008	FRY, SANDRA	76.76	3,788.84
6/10/2008	G AND K SERVICES	4,250.68	74,698.17
6/10/2008	G T DISTRIBUTORS, INC	415.98	79,877.44
6/10/2008	GALE GROUP	422.58	138,686.58
6/10/2008	GALE, LETOSHA MD	6,500.00	58,000.00
6/9/2008	GARCIA, ALEXANDRYA	475.00	
6/10/2008	GARCIA, CONNIE	144.17	144.17
6/10/2008	GASTON, REGINALD L	48.00	1,458.00
6/10/2008	GAYTAN, JORGE	3,200.00	8,400.00
6/10/2008	GEOSHACK SPECTRA LASER	304.63	3,828.43
6/10/2008	GIANNINI, NINA	202.11	606.43
6/10/2008	GILBERT, STEVEN J	1,850.00	59,705.50
6/10/2008	GILLEN PEST CONTROL, INC	994.00	26,905.40
6/10/2008	GLINSKI, RICHARD	7.69	599.37
6/10/2008	GLOBALSTAR, LLC	218.49	2,465.38
6/10/2008	GOAN, MARY E.	252.12	732.82
6/5/2008	GRAEBER, SHANNON M	9.90	
6/10/2008	GRAINGER	747.71	60,187.66
6/5/2008	GRAY, DANIEL N	177.00	
6/6/2008	GREAT SOUTHERN LIFE INSURA	2,190.19	
6/10/2008	GREATER HOUSTON ANESTHESIOLOGY	351.12	13,971.67
6/10/2008	GRIGAR, DWAYNE	373.40	373.40
6/10/2008	GUEN, JAMES	22.41	498.02
6/10/2008	GUERRA, LISA MICHELLE	76.77	1,198.26
6/10/2008	GUERRERO, SONYA	487.50	10,752.50
6/10/2008	GULF COAST PAPER COMPANY	5,658.23	110,952.90
6/10/2008	GULF COAST STABILIZED	1,314.02	38,897.91
6/9/2008	GUZMAN, OVIDIO DEJESUS	475.00	
6/10/2008	HAENEL, DENISE	11.14	11.14
6/10/2008	HALL, KEVIN M	900.00	12,010.00
6/5/2008	HARRIS COUNTY CONST PCT 5	240.00	
6/5/2008	HATTON, GENEVA	6,810.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/9/2008	HAWES, MADELINE	475.00	
6/10/2008	HAYNES AND BOONE, LLP	50.00	50.00
6/9/2008	HAYNES, RICHARD	1,450.00	
6/9/2008	HEAD, VICKI RYE	475.00	
6/10/2008	HEGEMIER, JESSE	413.09	5,248.72
6/6/2008	HEITKAMP, WILLIAM E	1,509.52	
6/10/2008	HELFMAN FORD CO INC	18,865.43	1,720,214.40
6/10/2008	HERBERT L JAMISON & CO, LLC	1,384.02	9,688.14
6/10/2008	HERNANDEZ, ASENCION - ACE	77.50	685.00
6/9/2008	HERNANDEZ, MICHAEL W	92.00	
6/10/2008	HGAC-HOU/GALV AREA COUNCIL	1,000.00	1,326,291.37
6/10/2008	HICKS, ANDRENETTE	166.65	770.00
6/10/2008	HILTON ANATOLE HOTEL	977.50	977.50
6/9/2008	HINTON, MARK P	475.00	
6/10/2008	HI-WAY EQUIPMENT COMPANY INC	1,202.98	290,390.04
6/10/2008	HOBSON, DAVID W, M D	37.49	6,045.77
6/10/2008	HOME DEPOT CREDIT SERVICES	3,351.09	49,066.78
6/10/2008	HOMEQ SERVICING CORP.	722.92	722.92
6/10/2008	HOUSTON BAR ASSOCIATION	85.00	170.00
6/10/2008	HOUSTON COMMUNITY NEWSPAPER	470.26	15,428.27
6/10/2008	HOUSTON FREIGHTLINER, INC	1,037.91	458,055.07
6/10/2008	HOUSTON PUBLIC LIBRARY	57.95	82.90
6/9/2008	HRBACEK, BRADLEY ALLEN	2,450.00	
6/10/2008	HUMANA INC	124.30	348.26
6/10/2008	HUNTER, WILLIAM	200.00	200.00
6/10/2008	HUNTON DISTRIBUTION	1,512.32	5,614.46
6/10/2008	HURT'S WASTEWATER MANAGEMENT	40.00	380.00
6/10/2008	ILES, LEIGHTON	202.87	705.17
6/10/2008	IMAGE PROFILES, INC	950.00	33,743.64
6/10/2008	IMPRESSIVE PRINTING	25.00	27,485.80
6/10/2008	IN OTHER WORDS	150.00	810.00
6/10/2008	INDIGENT HEALTHCARE SOLUTIONS	6,571.29	67,333.40
6/10/2008	INGRAM LIBRARY SERVICES	6,586.27	88,773.89
6/9/2008	INMATE TRUST FUND	4,646.59	
6/10/2008	INTAB, INC	77.69	15,206.12
6/6/2008	INTERNAL REVENUE SERVICE	851,641.87	
6/6/2008	INTERNAL REVENUE SERVICE	1,485.06	
6/9/2008	ISBELL, VIRGINIA LEFLAR	475.00	
6/10/2008	JACKS, CLYDE	30.00	1,009.76
6/10/2008	JAMAR TECHNOLOGIES, INC.	609.00	1,470.93
6/10/2008	JAMES PUBLISHING, INC	87.94	1,506.13
6/10/2008	JIM SHORT, INC	1,750.00	15,750.00
6/10/2008	JURIS PUBLISHING, INC	55.00	231.50
6/4/2008	JUROR PAYMENTS - TOTAL	24,318.00	
6/10/2008	KING, ADRIAN	300.99	2,032.92
6/10/2008	KING, SUSAN T.	80.80	849.79
6/10/2008	KLOTZ ASSOCIATES, INC	20,108.00	39,299.62
6/10/2008	KOHL'S DEPARTMENT STORES, INC	794.68	8,779.05
6/10/2008	KROGER-SOUTHWEST KMA CUSTOMER	25.43	8,664.08
6/10/2008	LA QUINTA - AUSTIN	97.75	97.75
6/10/2008	LA QUINTA INN AND SUITES	327.70	327.70
6/10/2008	LABATT FOOD SERVICE	2,699.14	140,320.97
6/9/2008	LATHAM, ROBERT	475.00	
6/10/2008	LAWRENCE MARSHALL FORD MERCURY	424.69	43,487.84
6/10/2008	LEACH, JAMES	7.44	204.87
6/10/2008	LESSEY, LORRAINE M	51.51	1,815.20

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	LIBRARY VIDEO COMPANY	3,227.86	4,174.87
6/10/2008	LONE STAR UNIFORMS, INC	2,807.62	137,065.15
6/10/2008	LOVE, PAUL	3,937.50	15,825.00
6/10/2008	LOVE, SHANNON (LEIGH)	35.00	906.47
6/10/2008	LOWE'S HOME CENTER	523.50	12,579.41
6/10/2008	LUKOSE, DAVID	23.23	156.09
6/10/2008	MAINHEIT, CATALINA	38.18	73.98
6/10/2008	MALDONADO, A E	525.00	19,675.00
6/10/2008	MAPQUEST.COM, INC	5,130.00	5,130.00
6/10/2008	MARK'S PLUMBING PARTS	860.35	9,131.25
6/5/2008	MARY STOW IOLTA F/B/OPAT D	25,429.40	
6/6/2008	MATAGORDA COUNTY CHILD SUP	120.00	
6/10/2008	MATECO TRUCK EQUIPMENT	106.35	5,743.72
6/10/2008	MATTHEW BENDER AND CO, INC	39.80	44,823.72
6/10/2008	MAYSHACK, ANTHONY JAMES	81.81	236.06
6/10/2008	MC MEANS, JEFFREY A	300.00	11,490.00
6/10/2008	MCDONALD, SHAWN M	460.00	16,907.00
6/10/2008	MCDONALD, TWANNA N.	135.85	264.89
6/5/2008	MCSPADDEN, JOHN C	114,679.84	
6/10/2008	MEDIC LANE PHYSICIANS	30.00	30.00
6/6/2008	METLIFE	4,680.67	
6/10/2008	MIDWEST TAPE	131.94	7,075.41
6/10/2008	MILLER, ROBIN E	87.11	353.12
6/10/2008	MOBILE MODULAR MANAGMENT CORP	1,996.84	19,631.20
6/10/2008	MONK, STEVEN D	2,388.75	43,631.25
6/10/2008	MOORE, JAMES R	800.00	27,371.00
6/5/2008	MORRISON, CLOEE	309.81	
6/10/2008	MOTOROLA	24,670.28	603,502.08
6/10/2008	MOUSTAKIS, ERASMIA	66.16	252.63
6/10/2008	MSC INDUSTRIAL SUPPLY CO, INC	329.00	7,303.85
6/10/2008	MUNOZ, JEANETTE	126.05	6,025.68
6/10/2008	MUNOZ, RITO JR	475.00	1,500.00
6/10/2008	MUST, MAX	69.91	69.91
6/10/2008	MUSTANG TRACTOR & EQUIPMENT CO	1,721.84	650,899.08
6/10/2008	NAEGELI TRANSPORTATION, INC	1,695.00	5,290.00
6/10/2008	NAPA AUTO PARTS	1,140.16	22,921.44
6/6/2008	NATIONAL BOND AND TRUST CO	1,890.33	
6/6/2008	NATIONWIDE RETIREMENT SOLU	18,018.87	
6/10/2008	NEEDVILLE AUTO SUPPLY	15.50	2,691.02
6/10/2008	NET TRANSCRIPTS, INC.	25.20	243.60
6/10/2008	NEXTEL COMMUNICATIONS	4,202.76	250,586.08
6/10/2008	NOVUS WOOD GROUP LP	16,500.00	16,500.00
6/10/2008	NULL-LAIRSON	11,500.00	125,250.00
6/10/2008	NUMERO UNO	170.00	5,960.00
6/5/2008	NWACHUKWU, NNALU N	15.00	
6/10/2008	NWANGUMA, GRACE	350.00	5,985.00
6/10/2008	OAKBEND MEDICAL CENTER	8,932.09	836,928.19
6/10/2008	OFFICE DEPOT, INC	2,294.70	240,765.86
6/10/2008	OGDEN, DAVID	60.10	520.14
6/10/2008	OGLESBY, DURWIN	79.62	143.77
6/6/2008	OHIO CHILD SUPPORT	302.23	
6/10/2008	OLD HOMESTEAD CO. HISTORIC	75.35	75.35
6/10/2008	OMNI AUSTIN HOTEL SOUTHPARK	546.25	4,697.60
6/10/2008	OSBURN ASSOCIATES, INC	1,028.00	33,073.50
6/10/2008	OZARKA	294.45	7,944.38
6/10/2008	P SQUARED EMULSIONS	297,746.11	310,304.83

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	PAPPAS, SHELLEY	467.86	3,028.83
6/10/2008	PARADIGM CONSULTANTS, INC	28,048.75	158,408.75
6/10/2008	PARSON, JAMISHA	8.08	90.76
6/10/2008	PATEL, BHAGWAT M.D.,P.A.	95.05	95.05
6/6/2008	PEAKE, DAVID G TRUSTEE	1,026.92	
6/10/2008	PEDDAMATHAM, KUMARA, MD	976.19	12,674.45
6/10/2008	PEREZ- JARAMILLO, MAGGIE	2,025.00	55,193.75
6/10/2008	PERFORMANCE FOOD GROUP	13,149.51	151,622.87
6/9/2008	PHILLIPS, RYAN K	204.00	
6/10/2008	PIERCE GOODWIN ALEXANDER AND	350.33	1,481,159.24
6/10/2008	PIZZITOLA, JOHN A	1,100.00	7,525.00
6/10/2008	PLUECKER, JOHN	320.00	480.00
6/10/2008	POLK COUNTY TREASURER	40,572.00	634,354.00
6/10/2008	PREMIER PAGING AND WIRELESS	55.00	1,251.99
6/10/2008	PREMIUM FOODS	6,132.25	78,820.18
6/10/2008	PRESTAGE, GRADY	296.94	3,956.58
6/10/2008	PRODUCTIVITY CENTER, INC	600.00	2,388.71
6/10/2008	PROFESSIONAL BUILDING PHARMACY	94.61	1,296.95
6/10/2008	PROPERTY ACQUISITION	15,886.25	114,840.00
6/10/2008	PROVAL INTERNATIONAL	670.00	670.00
6/10/2008	QUINN, ALICIA	10.10	49.70
6/10/2008	R B EVERETT AND COMPANY	349.71	92,051.84
6/10/2008	RADIOSHACK	67.96	1,761.74
6/10/2008	RAWLINGS COMPANY LLC	619.75	2,345.04
6/10/2008	RAY GLASS COMPANY INC	288.00	19,523.23
6/10/2008	READING PARK APARTMENTS	720.00	4,248.00
6/10/2008	REINHARD, GLENDA	6.36	76.87
6/10/2008	RESORT TOWNHOMES	905.00	905.00
6/10/2008	RF INDUSTRIES LTD	472.00	472.00
6/10/2008	RICHARD, JAMES E.	12.12	231.22
6/10/2008	RLI INSURANCE COMPANY	100.00	100.00
6/5/2008	RODRIGUEZ, BRIAN D	15.00	
6/10/2008	RODRIGUEZ, JOANN	94.09	94.09
6/10/2008	ROMCO EQUIPMENT COMPANY	(166.60)	294,464.79
6/10/2008	ROSE-RICH VET CLINIC, INC.	560.00	2,050.00
6/10/2008	ROYAL PROTECTION GROUP, INC	161.00	2,172.00
6/10/2008	RUSSELL, KATRYNA	30.30	922.31
6/10/2008	S AND C CONSTRUCTION CO, INC	49,915.00	333,443.00
6/10/2008	SAFETY-KLEEN CORPORATION	324.77	2,834.79
6/10/2008	SALCEDA, ALBERTO	400.00	6,400.00
6/10/2008	SAMPLE, DANIEL	10.10	59.80
6/10/2008	SANCHEZ, MARIA	33.94	253.22
6/10/2008	SCANLIN SIGN SERVICE	155.00	155.00
6/10/2008	SCHAEFER, NINA	862.50	18,031.25
6/10/2008	SCHEPPS DAIRY	982.00	53,839.73
6/10/2008	SCHNITZER, ASHLEY	816.08	816.08
6/9/2008	SCROGIN, JOHN III	522.50	
6/6/2008	SECURITY BENEFIT LIFE INS	20,771.60	
6/10/2008	SEEWEE S TRAVEL BY JACKIE	171.50	18,059.10
6/10/2008	SHERATON AUSTIN	5,767.25	5,767.25
6/10/2008	SHERWIN WILLIAMS CO	786.64	9,351.89
6/10/2008	SHOPPA'S FARM SUPPLY INC	629.00	41,790.47
6/9/2008	SHREFFLER, WILLIAM R	144.00	
6/10/2008	SIRCHIE FINGER PRINT	195.34	2,763.95
6/10/2008	SLAVINSKI, BOBBY	250.00	3,131.23
6/10/2008	SMITH, LILA	185.59	1,007.32

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	SOKKIA MEASURING SYSTEMS	247.70	247.70
6/10/2008	SOLUTIONS 4 SURE, INC	159.99	43,102.24
6/10/2008	SOUTHWEST BOOK COMPANY	1,320.08	27,300.64
6/10/2008	SOUTHWEST MOWER SERVICE CENTER	72.00	9,713.58
6/10/2008	SPARKLETTS WATER	10.18	14,837.12
6/5/2008	SPATES, MYRON	3,005.40	
6/10/2008	SPEEDWAY SHIRTS AND SIGNS	5,170.00	47,036.20
6/10/2008	SPENCER, OSHEA	83.64	407.42
6/10/2008	SPIES, TRUDIE	3.70	3.70
6/10/2008	SPRINT WASTE SERVICES L P	1,276.00	16,344.00
6/10/2008	STAFF, DOUGLAS	464.10	655.19
6/10/2008	STAR VIDEO PRODUCTIONS	500.00	6,717.50
6/10/2008	STAT CARE OF TEXAS PA	473.07	34,933.47
6/10/2008	STATE BAR OF TEXAS	255.00	14,796.00
6/6/2008	STATE OF LOUISANA	480.74	
6/10/2008	STAVINOHA, TOM	102.82	1,356.44
6/10/2008	STEWART AND STEVENSON SERVICES	12.41	12.41
6/10/2008	STOMBERG, MARIJANE	243.00	729.00
6/10/2008	SUGAR LAKES HOA	125.00	375.00
6/10/2008	SUN COAST RESOURCES, INC	376.32	16,624.84
6/10/2008	SWIFT SOLUTIONS	600.00	2,100.00
6/10/2008	SYPTAK, JAMES	89.39	587.83
6/10/2008	TACERA	820.00	1,225.00
6/10/2008	TAYLOR AND FRANCIS GROUP	207.88	207.88
6/10/2008	TAYLOR, GREGORY	109.98	158.48
6/10/2008	TEAM SYSTEMS, INC	84.12	38,503.57
6/10/2008	TEXANA CENTER	786.50	372,389.68
6/10/2008	TEXAS ASSOCIATION OF COUNTIES	200.00	449,807.82
6/6/2008	TEXAS COUNTY & DISTRICT	576,480.68	
6/6/2008	TEXAS DEPT OF CRIMINAL JUS	5,334.45	
6/10/2008	TEXAS DEPT OF CRIMINAL JUSTICE	980.00	247,079.19
6/10/2008	TEXAS DEPT OF LICENSING	150.00	470.00
6/10/2008	TEXAS DEPT OF TRANSPORTATION	346.09	163,407.58
6/10/2008	TEXAS DISTRICT AND COUNTY	275.00	16,593.00
6/10/2008	TEXAS ENGINEERING EXT SERVICE	26,000.00	92,490.00
6/10/2008	TEXAS GANG INVESTIGATORS ASSOC	600.00	1,600.00
6/10/2008	TEXAS JUVENILE PROBATION	375.00	3,765.05
6/10/2008	TEXAS LAWYER	199.00	1,212.90
6/10/2008	TEXAS MARKING PRODUCTS, INC	12.07	2,011.96
6/10/2008	TEXAS NARCOTIC OFFICERS ASSOC	1,120.00	1,120.00
6/10/2008	TEXAS POLYGRAPH EXAMINERS	500.00	1,325.00
6/10/2008	TEXAS WELDERS SUPPLY CO, INC	465.57	20,053.22
6/5/2008	THE COMMUNITY ASSOCIATION	4,009.50	
6/6/2008	THE HARTFORD	1,407.00	
6/10/2008	THE SPEEDY STICKER STOP	148.25	1,497.45
6/10/2008	THIIM, TERESA	58.23	58.23
6/10/2008	THYSSENKRUPP ELEVATOR CORP	2,102.51	295,718.08
6/10/2008	TIMBERLAND ENTERPRISES, INC	2,776.80	46,876.40
6/10/2008	TORRES, RAMONA	745.00	745.00
6/10/2008	TORRES-MILES, CYNTHIA	1,008.48	1,260.60
6/10/2008	TRAVIS COUNTY CLERK	10,658.00	42,348.00
6/5/2008	TRAVIS COUNTY CONST PCT 5	125.00	
6/10/2008	TRIPLE B SERVICES, L L P	451,663.85	4,095,352.31
6/10/2008	TROXELL COMMUNICATIONS, INC	16,633.00	24,836.20
6/9/2008	TRUAX, PATRICK	475.00	
6/10/2008	TURNER CONSTRUCTION COMPANY	3,632,074.88	18,486,723.27

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments
6/10/2008	TX ASSOC OF ASSESSING OFFICERS	250.00	2,145.00
6/6/2008	TX ATTORNEY GENERALS OFFIC	23,898.57	
6/6/2008	U S DEPARTMENT OF EDUCATIO	108.69	
6/10/2008	UNDERGROUND, INC.	426.49	426.49
6/10/2008	UNITED PARCEL SERVICE	98.63	2,900.41
6/6/2008	UNITED WAY OF THE TEXAS GU	401.72	
6/10/2008	UNIVERSITY OF TEXAS MEDICAL BR	127,915.40	365,123.99
6/10/2008	URBISH ELECTRIC	119.20	725.44
6/10/2008	VARGAS, LAURA	200.00	200.00
6/9/2008	VELEZ, DIONESIA	175.50	
6/10/2008	VERIZON WIRELESS	1,181.12	29,520.64
6/10/2008	VICTORIA GARDEN APTS	435.00	870.00
6/10/2008	VIDOR, WILLIAM	235.00	851.98
6/10/2008	VINKLAREK, LYLA	38.22	444.06
6/10/2008	VISUAL PROMOTIONS	525.00	921.86
6/10/2008	WAL-MART PHARMACY 546	386.06	29,525.14
6/10/2008	WASHINGTON MUTUAL	997.22	997.22
6/10/2008	WASTE MANAGEMENT	146.69	1,399.87
6/10/2008	WATSON, DENNIS	382.99	505.59
6/10/2008	WAUKESHA-PEARCE INDUSTRIES INC	438.15	9,604.72
6/10/2008	WCA WASTE CORPORATION	136.82	4,469.45
6/10/2008	WELLS FARGO HOME MORTGAGE, INC	1,266.90	11,788.00
6/10/2008	WEST GROUP PAYMENT CENTER	1,975.74	149,525.41
6/6/2008	WHARTON COUNTY CHILD	161.54	
6/10/2008	WHARTON TRACTOR COMPANY	117.50	3,446.34
6/10/2008	WHITEHEAD, KRISTA	153.53	235.36
6/10/2008	WHITT, KENNETH J	48.00	1,248.00
6/10/2008	WILLOW BEND BOOKS	73.50	263.00
6/10/2008	WINDSTREAM	53.56	45,267.90
6/10/2008	WINFIELD TOWNHOMES	870.00	870.00
6/10/2008	WORLDWIDE DIRECTORY PRODUCTS	85.56	534.03
6/10/2008	WYATT RESOURCES, INC	6,600.60	72,544.47
6/10/2008	YELDERMAN FAMILY LIMITED	400.00	3,600.00
6/10/2008	YOUNG, BARBARA	18.69	714.99
6/10/2008	YOUNG, BEVERLY	77.50	685.00
6/9/2008	ZALTA, DANIEL L	712.50	
		7,897,351.32	

Note: Checks released prior to 06/10/08 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $178,176.83
(2): Payroll and Employee Benefits Payments of $1,646,834.39
(3): Juror Payments of $24,318.00

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AGENDA ITEM

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: 5/21/2008 | **Submitted By:** Rose Askew
Department: Commissioner Pct. 1
Court Date: 6/10/2008 | **Telephone:** 281 344-9400

SUMMARY OF ITEM:
Receive and approve City of Pearland TIRZ #2 annual report.

Renewal Agreement/Appointment: YES ☐ NO ☒

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☒

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

Requires Auditor to Certify Funds: YES ☐ NO ☒

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:
Special Handling:_____

COUNTY JUDGE
RECEIVED
MAY 21 2008

AS PER ORIGINAL

REINVESTMENT ZONE NUMBER TWO
CITY OF PEARLAND, TEXAS



2007 Annual Report

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COMPLIANCE

Texas Tax Code Section 311.016:

(a)(1).....8

(a)(2).....10

(a)(3).....12

(a)(4).....13

(a)(5).....15

CITY OF PEARLAND, TEXAS

CITY COUNCIL

2007 Council Members

Mayor	Hon. Tom Reid
Mayor Pro-Tem	Hon. Steve Saboe (eff 5/2007)
Council Member	Hon. Helen Beckman
	Hon. Kevin Cole
	Hon. Felicia Kyle
	Hon. Woodrow Owens (eff 5/2007)
City Manager	William Eisen
Director of Finance	Claire Manthei

REINVESTMENT ZONE NUMBER TWO
CITY OF PEARLAND, TEXAS

BOARD OF DIRECTORS

2007 Board Members

Position 1	Donna Coleman State Senator Designee
Position 2	Gary Davis State Representative Designee
Position 3	Nigel Harrison, Chair City of Pearland Designee
Position 4	Gary Cook, Vice Chair City of Pearland Designee
Position 5	Ken Phillips City of Pearland Designee
Position 6	Jo Knight City of Pearland/Alvin Independent School District Designee
Position 7	Mike Pyburn Alvin Independent School District Designee
Position 8	Ron Castillo Fort Bend County Designee
Position 9	Larry Loessin Brazoria County Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Reinvestment Zone Number Two, City of Pearland, Texas (the Zone) was established by Ordinance 891 of the City Council of the City of Pearland, Texas on December 21, 1998. The original Zone, also known as "Shadow Creek Ranch", consists of 3,467 acres located in Brazoria County and Fort Bend County, Texas. In addition, the Zone is located in Alvin I.S.D. (AISD), Fort Bend I.S.D. (FBISD) and a small portion in Pearland I.S.D. (PISD). The original Zone is generally bounded by Clear Creek on the north, State Highway 288 on the east, County Road 92 (the extension of FM 518 west of S.H. 288) on the south and FM 521 on the west. A map illustrating the original boundaries of the Zone follows on page 13 as Exhibit 1.

1st Plan Amendment

On July 10, 2006, by Ordinance 1276 of the City, the Plan was amended and the Zone was expanded to provide for the annexation of 457 acres of vacant land, adjacent to the Zone. It should be noted that 288 acres are in Brazoria County and 169 acres are in Fort Bend County.

2nd Plan Amendment

On November 13, 2006 by Ordinance 1312 of the City, the Plan was amended to provide for development of public improvements to serve Shadow Creek Ranch Town Center. The proposed development is within the boundaries of the original Zone and Brazoria County.

3rd Plan Amendment

On November 13, 2006 by Ordinance 1313 of the City, the Plan was amended and the Zone was expanded to provide for the annexation of 8± acres to facilitate the improvement and widening of Broadway/FM 518 from S.H. 288 to F.M. 521. It should be noted that the boundaries of the annexed area are within Brazoria County.

The Zone is now composed of 3,932+ acres, of which 3,125± acres are within Brazoria County and 807± acres are within Fort Bend County. A map illustrating the boundaries of the Zone as amended follows on page 14 as Exhibit 2.

PURPOSE OF ZONE

The objective of the Zone is to facilitate quality mixed-use development with a self-sustaining tax base for the City of Pearland (the City), and the other participating taxing entities.

The City Council, in adopting the ordinances creating and expanding the Zone, found that the development described in the Project Plan and Reinvestment Zone Financing Plan (the Project Plan), and its subsequent amendments, would not likely occur, to the quality, standards and densities described in the Project Plan, but for the creation of the Zone.

The City Council further found that improvements in the Zone will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City. The Zone will pursue its objective by acting as a financing vehicle for regional public improvements, as described in the Project Plan as amended. The methods of financing and the sources of funding available to the Zone, including the participation levels of the various participating entities, including the City, Brazoria County, Fort Bend County and Alvin ISD, are described in the amended Project Plan.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2006

1. The information provided in this section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the zone.

In addition to the City's tax increment revenue, interlocal agreements with Brazoria County, Fort Bend County and Alvin ISD provide for each taxing unit's participation in the Zone. The Project Plan also allows for the participation of Brazoria Drainage District No. 4 and Fort Bend Independent School District, though neither is currently participating. Current levels of participation are detailed in the Project Plan. A schedule outlining the varying levels and lengths of participation appears in Table A.

TABLE A
Taxing Entity Participation

Taxing Entity	Zone Years	Percent Participation
City of Pearland	1 through 3 4 through 8 9 through 30	100% 100% (1) 100% (2)
Brazoria County	1 through 30	38%
Fort Bend County	1 through 10 11 through 20 21 through 30	100% 75% 50%
Alvin ISD	1 through 30	100% (3)

(1) 36% to be repaid as an administrative cost, provided never more than $.44 / $100.
(2) 64% to be repaid as an administrative cost, provided never more than $.255 / $100.
(3) 75% to be used by AISD for the construction of educational facilities.

The obligations of the participating taxing jurisdictions, as defined in their respective interlocal agreements, include the timely deposit of tax increment into the City's tax increment revenue fund.

Table B illustrates the growth in appraised value from base year to tax year 2007 for each participating jurisdiction. Table C illustrates the amount of the City's incremental revenue, which has been transferred to the increment fund. These amounts are based upon a 100% collection rate.

TABLE B
Base Market Value by Jurisdiction (1)

Taxing Entity	Base Year	Base Value	2007 Value (2)	Change
Original Zone	**1989**			
City of Pearland		7,172,980	1,050,053,093	1,042,880,113
Brazoria County		4,143,160	1,008,541,663	1,004,398,503
Fort Bend County		3,029,820	43,362,500	40,332,680
Alvin ISD		4,143,160	1,008,541,563	1,004,398,403
1st Plan Amendment	**2006**			
City of Pearland		4,381,680	6,734,720	2,353,040
Brazoria County		4,381,680	6,734,720	2,353,040
Fort Bend County		1,026,850	1,856,960	830,110
2nd Plan Amendment (3)	**2006**			
City of Pearland		-		
Brazoria County		-		
Fort Bend County		-		
3rd Plan Amendment (4)	**2006**			
City of Pearland		-		
Brazoria County		-		
Fort Bend County		-		

(1) The information in this table was provided by the Brazoria and Fort Bend County Appraisal Districts
(2) Value as of January 1, 2007.
(3) All of the land within the 2nd Plan Amendment area is within the boundaries of the original Zone.
(4) All of the land within the 3rd Plan Amendment area is either owned by a municipality or within dedicated ROW and thus tax exempt.

TABLE C
City of Pearland TIRZ No. 2 Tax Increment Revenue Fund Balance by Year (1)

Year	1999 (2)	2000 (2)	2001 (2)	2002	2003	2004	2005	2006	2007
City of Pearland Revenue	$ 45,111	$ 46,413	$ 47,443	$ 67,388	$ 167,897	$ 753,905	$ 935,516	$ 4,632,534	$ 6,312,426
Rebate to City for Administrative Costs (3)				$ (23,221)	$ (60,353)	$ (299,311)	$ (344,257)	$ (1,667,712)	$ (4,039,953)
Brazoria County Revenue						$ 159,854	$ 205,459	$ 815,614	$ 1,110,573
Alvin ISD Revenue (4)				$ 10,969	$ 207,479	$ 229,941	$ 826,613	$ 2,616,519	$ 2,917,931
Other Revenue					$ 4,130	$ 80,981	$ 40,827	$ 90,358	$ 267,907
Fort Bend County Revenue								$ 125,300	$ 185,540
Expenditures for Zone Administration					$ (11,824)	$ (154,203)	$ (134,237)	$ (305,626)	$ (302,978)
Transfers to Development Authority							$ (1,204,318)	$ (3,129,978)	$ (5,106,344)
Annual Fund Balance	$ 45,111	$ 91,524	$ 138,967	$ 194,103	$ 395,012	$ 1,166,179	$ 1,511,781	$ 1,449,062	$ 1,930,590

(1) Source: City of Pearland, Texas. Fund balances as of 12/31 of each year.
(2) Note that in years 1999 through 2001 revenue was reported net of expenditures. From year 2002 forward gross revenue is reported along with rebates to the city and other expenditures.
(3) Rebate for admin costs prior to 2007 is 36%. In 2007 the rebate increased to 64%.
(4) Noet that Alvin ISD revenue is reported net of the 75% rebate back to Alvin ISD.

2. The information provided in this section is in accordance with §311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of Texas Tax Code, the power to administer, manage, and operate the Zone and to implement the Project Plan. The Zone was created for the duration of 30 years, or until dissolved by the City.

The total cost of the public improvements within the Zone, as outlined in the original Project Plan, amounts to $294,482,034. Of this amount, the City will fund $35,471,061 worth of improvements, and the Texas Department of Transportation (TxDOT) will fund another $10,277,050 worth of improvements. The Zone will fund the remaining improvements, which amounts to a cost of $248,733,923.

1st Plan Amendment
The original list of project costs was amended with the approval of the 1st Plan Amendment, which included improvements, estimated to total $34,724,218. These improvements address the water, wastewater, storm sewer, lakes channels, roads and landscaping costs for the 457± acre annexation.

2nd Plan Amendment
The list of project costs was amended again with the approval of the 2nd Plan Amendment. These improvements address major road infrastructure, detention, drainage, landscaping and the relocation of pipelines and overhead utilities. 2nd Plan Amendment infrastructure costs are estimated to total $11,749,618.

3rd Plan Amendment
The list of project costs was amended a third time with the approval of the 3rd Plan Amendment. This amendment addressed the need to fund and construct a section of Broadway / FM 518. The project, which required the annexation of 8+ acres, is estimated to cost $8,000,000.

These costs are detailed in the amended Project Budget, a copy of which follows as Table D. The Zone as now enlarged is composed of 3,932± acres, of which 3,125± acres are within Brazoria County and 807± acres are within Fort Bend County. A map illustrating the boundaries of the Zone as amended follows on page 14 as Exhibit 2.

TABLE D
Reinvestment Zone NO. 2, City of Pearland, Texas - Shadow Creek Ranch
Budget

Item	TIRZ Budget as approved (08/23/99) (1)	1st Plan Amendment (2)	2nd Plan Amendment (2)	3rd Plan Amendment (2)	TIRZ Budget as Amended (3)
Infrastructure					
Streets					
Pavement	12,610,060	1,634,000			14,244,060
Sidewalks	1,859,400				1,859,400
Landscaping and Irrigation	9,575,350				9,575,350
Entry Monuments	735,320				735,320
Lighting		125,900			125,900
Broadway Widening and Signalization			2,831,789		2,831,789
Business Center Drive Paving			852,722		852,722
Memorial Hermann Drive Paving			385,107		385,107
Water System	3,026,883	353,000			3,379,883
Wastewater System	6,940,964	1,029,000			7,969,964
Storm Water System	10,195,776	1,649,000			11,844,776
Lakes and Channels					
Improvements	29,121,915	5,625,600			34,747,515
Land Cost	4,597,889	6,675,000			11,272,889
Detention and Drainage					
Land Cost			2,850,000		2,850,000
Beautificaiton / Deepening / Pond Creation			200,000		200,000
Site Drainage Facilities			1,842,000		1,842,000
Parks and Recreation					
Improvements	5,155,524	5,573,025			10,728,549
Land Cost	2,363,545				2,363,545
Landscaping					
Business Center Drive			157,500		157,500
Memorial Hermann Drive			67,500		67,500
Overhead Utilities Placed Underground			1,200,000		1,200,000
Pipeline Relocation			700,000		700,000
Major Improvements					
Water Plants					
Land Cost	20,000				20,000
WWTP	340,000				340,000
Lift Station	300,000				300,000
Traffic Signals	600,000	550,000			1,150,000
McHard Road Reimbursables					
Miscelaneous	150,000				150,000
Signal	100,000				100,000
SH 288 Access Road	1,000,000				1,000,000
FM 518 Improvements		6,485,500			6,485,500
Broadway / FM 518 Improvements				7100000	7,100,000
Contengencies and Engineering					
Contingencies (10%)	6,920,111	1,733,620			8,653,731
Engineering (15%)	10,534,557	2,880,473	490,000	900,000	14,805,030
Master Drainage Plan Costs		70,000			70,000
Environmental Study Costs		100,000			100,000
Subtotal	108,267,923	34,474,218	11,574,813	8,000,000	162,316,954
Zone Administration / Creation					
TIRZ Administration (1-3 Years)	486,000				486,000
Reimbursable TIRZ Creation Costs	900,000				900,000
Annexation Costs		250,000			250,000
Plan Amendment Costs			175,000		175,000
Subtotal	1,366,000				1,366,000
Total	109,633,923	34,724,218	11,749,818	8,000,000	164,107,959
City Facilities					
Library					
Improvements	2,395,000				2,395,000
Land Cost	105,000				105,000
Fire / Police Station					
Improvements	2,255,000				2,255,000
Land Cost	245,000				245,000
Subtotal	5,000,000				5,000,000
Educational Facilities					
AISD Elementary School	41,600,000				41,600,000
AISD Jr. High School	21,450,000				21,450,000
AISD Fresh/Soph Campus	34,050,000				34,050,000
FBISD Elementary School	11,000,000				11,000,000
FBISD Middle School	26,000,000				26,000,000
Subtotal	134,100,000				134,100,000
Grand Total	248,733,823	34,724,218	11,749,818	8,000,000	301,207,101

(1) The original TIRZ Budget as approved in 1999 dollars not djusted for inflation.
(2) The amended Budgets as approved in 2006 are shown in 2006 dollars and have not been adjusted for inflation.
(3) The Budget as amended shows budget line items as approved in their respective years without adjustment for inflation.

TIRZ-Funded Projects:

Since the creation of the Zone a series of infrastructure improvements have been funded and constructed, including the following projects initiated in 2007:

- Engineering for Village 7 Phase 1 and Broadway Extension Phase 1 (LFA No. 07-03-001), a $1,236,000 project initiated in March 2007 related to design work for water, sewer, drainage and paving improvements.

- Shadow Creek Retail (LFA No. (07-03-002), a $1,800,000 project initiated in March 2007 to provide the development with water, sewer and drainage improvements.

During calendar year 2007 Shadow Creek Ranch Development Company reported approximately 577 home sales and 701 closings. This brings the total number of homes in the Zone to 3,536 as of December 31, 2007.

City Funded Improvements:

- There were no City funded projects in 2007.

TxDOT Funded Improvements:

- There were no TxDOT funded projects were initiated in 2007.

3. The information provided in this section is in accordance with §311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

Bond issues

In accordance with a Tri-Party Agreement dated October 11, 2004 between the TIRZ, the City of Pearland, and the Development Authority of Pearland (DAP), the TIRZ has pledged increment to provide for the repayment of debt issued on its behalf. In this regard, the DAP sold bonds in 2004, 2005, 2006 and 2007. Those bond sales are outlined in Table E.

TABLE E
Development Authority of Pearland Outstanding Debt as of Fiscal Year End

Tax increment Contract Revenue Bonds *(1)*	Principal Amount Issued	Principal Amount Outstanding	Total Debt Service Outstanding
Series 2004	$13,995,000	$13,180,000	$21,973,209
Series 2005	9,775,000	9,055,000	14,202,890
Series 2006	9,970,000	9,970,000	15,512,231
Series 2007	15,950,000	15,950,000	26,334,979
Total	$49,690,000	$46,600,000	$75,050,187

(1) Series summary provided by RBC/Dain Rauscher, DAP Financial Advisor

Additional LFA's Approved for Reimbursement

The Zone Board has approved a series of Letter Finance Agreements (LFA's) for reimbursement. Prior to Board action all project costs related to each LFA were reviewed by the Zone's Auditor, Null-Lairson, PC, and summarized in a reimbursement report, which included eligible project costs plus interest.

Table F outlines Letter Finance Agreement approved through the end of 2007.

4. The information provided in this section is in accordance with §311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the zone.

In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. The captured appraised value of the Zone is the total appraised value of all real property located within the Zone as of January 1, less the total appraised base year (January 1, 1998) value.

Because the pace of development is unpredictable, and because the Project Plan provides a best estimate of captured appraised values, the actual captured appraised value in any future year may not equal the projected estimates of such value.

As of January 1, 1998, the base year for the Zone, the area encompassed by the Zone was undeveloped land, with a total appraised value of $7,172,980. On January 1, 2007, the area encompassed by the Zone had a total appraised value of $1,050,053,093. As a result, the total captured appraised value on the tax roll as of January 1, 2007 was $1,042,880,113 for the City, as illustrated in Table B.

The City of Pearland base year (2006) value for the 457± acres annexed in the 1st Plan Amendment was $4,381,680. As of January 1, 2007 the total appraised value was $6,734,720. As a result the total captured appraised value on the roll as of January I, 2008 was $2,353,040. All lands associated with the 2nd Plan Amendment are within the boundaries of the original Zone. All lands associated with the 3rd Plan Amendment are either owned by a municipality or are dedicated right-of-way with no taxable value.

TABLE F
Letter Finance Agreements Approved for Reimbursement

Letter Finance Agreement (LFA)	LFA Date	LFA Amount (1)	Reimbursements Through 2007
Creation Costs	6/19/2000	$ 900,000	$ 1,235,408
LFA 99-11-001 (Entry)	11/8/1999	919,150 *	$ 1,220,281
LFA 01-001 (V1P1A)	2/21/2000	6,524,629	$ 5,243,529
LFA 00-10-002 (V1P1B)	10/9/2000	10,318,290	$ 10,593,290
LFA 01-04-001 (V1P1B)	8/23/2001	1,967,061	$ 805,884
LFA 03-10-004 (Kingsley Drive, Phase 3)	10/7/2003	3,529,173	$ 2,791,877
LFA 04-07-006 (Traffic Signal Shadow Creek PKWY/Kingsley)	7/13/2004	287,788	$ 293,578
LFA 04-07-007 (Parks and Trails Grading and Infrastructure)	7/13/2004	1,007,256	$ 877,201
LFA 03-10-001 (Remaining Village 2, Phase 2 Improvements)	10/7/2003	7,554,654	$ 8,493,040
LFA 04-07-002 (Fire/Police Station Land Cost)	7/13/2004	408,668	$ 555,954
LFA 02-08-001 (Village 1 and Village 2 Phase 2 Improvements)	8/6/2002	4,727,516	$ 6,029,532
LFA 01-11-002 (Additional Village 1 and Village 2 Improvements)	11/12/2001	24,509,430	$ 10,200,126
LFA 03-10-002 (Village 3, Phase 1 and 2 Improvements)	10/7/2003	7,809,950	
LFA 06-03-001 (Elementary School #2 Site)	3/27/2006	1,687,801	
LFA 06-08-002 (Library Site)	8/28/2006	481,569	
LFA 04-07-003 (Regional Nature Park)	7/13/2004	760,988	
LFA 03-10-005 (Kingsley Drive Phase 4 Improvements)	10/07/03	4,486,342	
LFA 03-10-006 (Village 5 Improvements)	10/07/03	7,055,177	
LFA 04-07-005 (Village 4, Phase 1 and Refelction Bay North Improvements)	04/07/05	3,354,452	
LFA 03-10-003 (Village 3, Phase 3 Improvements)	10/07/03	7,711,582	
LFA 04-07-004 (Village 4, Phase 4 Improvements)	07/13/04	8,204,999	
LFA 06-01-003 (Remaining Village 4 Improvements)	01/30/06	7,120,532	
LFA 06-08-001 (Additional Sidewalks)	08/28/06	2,356,305	
		$ 113,683,312	$ 48,339,700

(1) LFA amounts have been adjusted for inflation per the Project and Financing Plan and related budget.

(2) Amounts reimbursed include actual interest per the Developer Reimbursement Agreement.

** Actual costs exceeded the amount of the LFA. Per the governing agreements, reimbursement is limited to the amount of the LFA*

5. The information provided in this section is in accordance with §311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the municipality and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

Amended Captured Appraised Value Projections and Gross Incremental Revenue Projections for the annexations were prepared for the Project Plan amendments and the revised projections appear as Exhibits 11A & 11B.

As previously stated, the City, Brazoria County, Fort Bend County and Alvin ISD are the only taxing units currently participating in the Zone. As of December 31, 2007, development schedules for the original Zone remained unchanged from projections in the Project Plan and the total captured appraised value in the TIRZ as of January 1, 2007 was $1,042,880,113. The total amount of tax increment revenue received is detailed in Table C.

(This report was written in accordance with the provisions of Chapter 311.016 of the Texas Tax Code)

REINVESTMENT ZONE NUMBER TWO
CITY OF PEARLAND, TEXAS

2007 ANNUAL REPORT
EXHIBITS

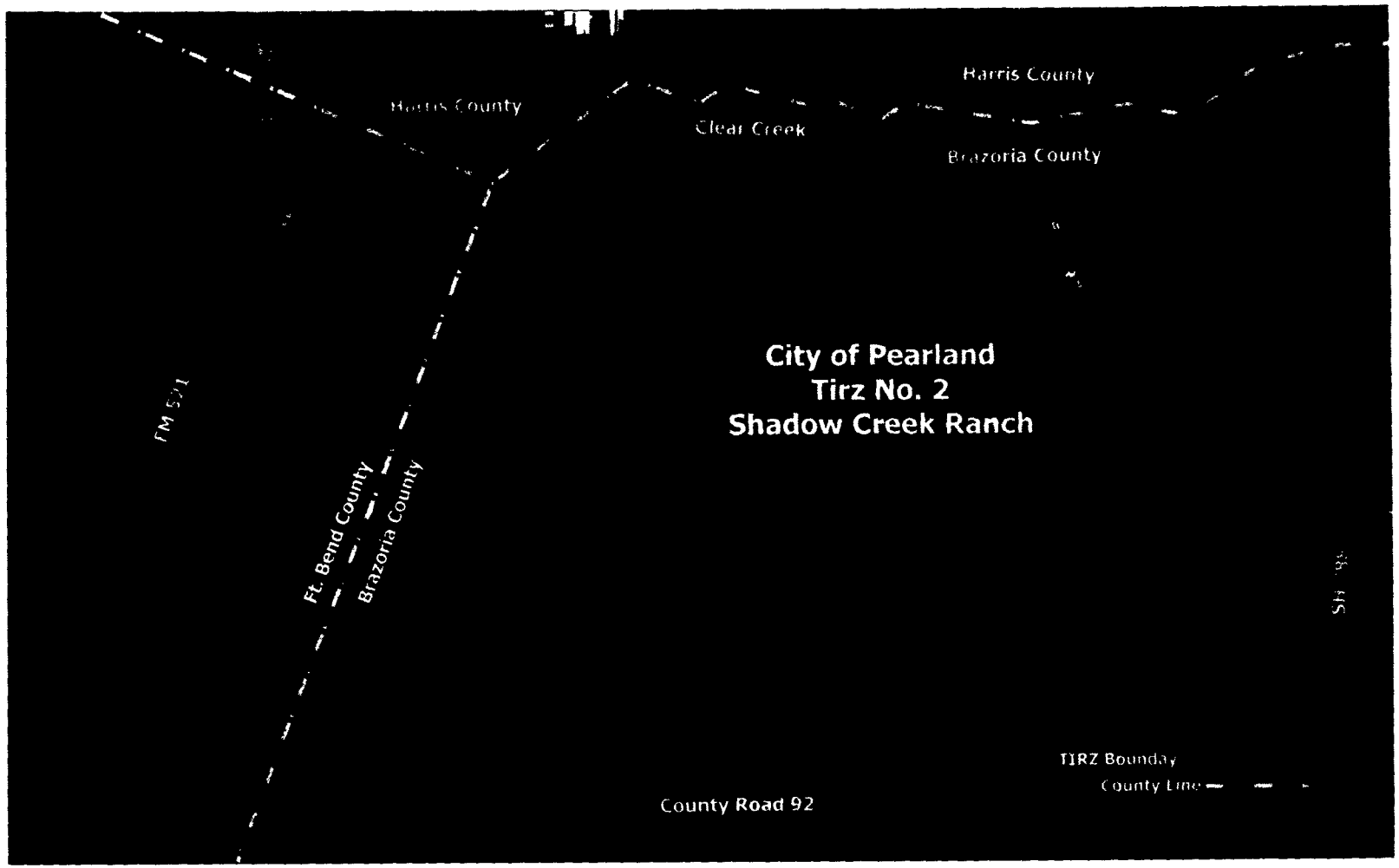


Exhibit 1

AS PER ORIGINAL

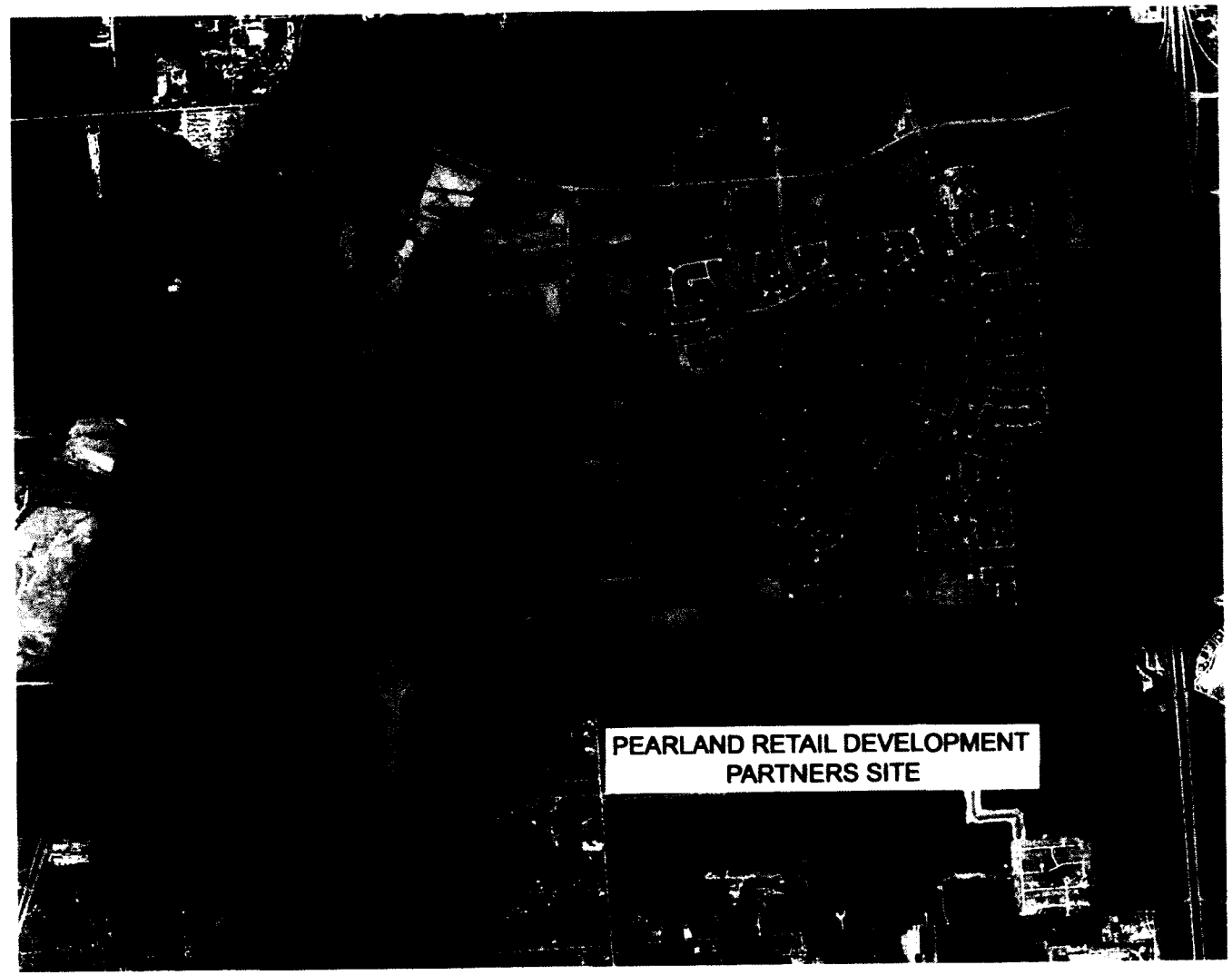


Exhibit 2

AS PER ORIGINAL

Value Projections
By Participating Entity by Year

Calendar Year	Original Zone (1)				1st Plan Amendment (2)			2nd Plan Amendment (3)			Total Value Projection with Amendments (4)			
	City of Pearland (1)	Brazoria County (2)	Ft Bend County (3)	Alvin ISD (4)	City of Pearland	Brazoria County	Fort Bend County	City of Pearland	Brazoria County	Alvin ISD	City of Pearland (1)	Brazoria County (2)	Ft Bend County (3)	Alvin ISD (4)
1998	7,172,980	4,143,160	3,029,820	4,143,160	0	0	0	0	0	0	7,172,980	4,143,160	3,029,820	4,143,160
1999	7,172,980	4,143,160	3,029,820	4,143,160	0	0	0	0	0	0	7,172,980	4,143,160	3,029,820	4,143,160
2000	7,172,980	4,143,160	3,029,820	4,143,160	0	0	0	0	0	0	7,172,980	4,143,160	3,029,820	4,143,160
2001	7,172,980	4,143,160	3,029,820	4,143,160	0	0	0	0	0	0	7,172,980	4,143,160	3,029,820	4,143,160
2002	7,898,600	4,868,780	3,029,820	4,868,780	0	0	0	0	0	0	7,898,600	4,868,780	3,029,820	4,868,780
2003	75,904,290	71,957,400	3,946,890	71,957,400	0	0	0	0	0	0	75,904,290	71,957,400	3,946,890	71,957,400
2004	258,290,690	252,185,610	6,105,080	252,185,610	0	0	0	0	0	0	258,290,690	252,185,610	6,105,080	252,185,610
2005	482,829,675	475,245,642	7,584,033	475,245,642	0	0	0	0	0	0	482,829,675	475,245,642	7,584,033	475,245,642
2006	741,780,867	716,756,867	25,024,000	716,756,867	0	0	0	0	0	0	741,780,867	716,756,867	25,024,000	716,756,867
2007	1,305,294,951	1,031,380,103	133,085,355	917,358,206	0	0	0	15,900,999	15,900,999	15,900,999	1,321,195,949	1,047,281,102	133,085,355	933,259,205
2008	1,786,923,189	1,391,918,462	227,857,845	1,154,870,413	13,551,735	13,551,735	0	85,560,992	85,560,992	85,560,992	1,886,035,916	1,491,031,189	227,857,845	1,240,431,405
2009	2,363,543,777	1,765,826,577	357,665,760	1,399,921,508	108,637,587	98,271,667	10,365,920	88,127,822	88,127,822	88,127,822	2,560,309,185	1,952,226,065	368,031,680	1,488,049,330
2010	2,828,795,243	1,986,142,212	499,757,249	1,665,044,372	253,534,488	179,915,906	73,618,582	90,771,656	90,771,656	90,771,656	3,173,101,387	2,256,829,774	573,375,831	1,755,816,029
2011	3,079,755,247	2,100,595,362	534,228,760	1,834,133,169	314,790,875	185,890,898	128,899,977	93,494,806	93,494,806	93,494,806	3,488,040,928	2,379,981,067	663,128,737	1,927,627,975
2012	3,237,412,007	2,264,555,119	553,883,478	2,004,857,554	336,390,395	201,983,500	134,406,895	96,299,650	96,299,650	96,299,650	3,670,102,052	2,562,838,269	688,290,373	2,101,157,205
2013	3,320,439,689	2,321,728,010	601,654,514	2,146,010,203	361,178,747	223,374,818	137,803,929	99,188,640	99,188,640	99,188,640	3,780,807,076	2,644,291,468	739,458,443	2,245,198,842
2014	3,405,958,201	2,380,616,088	616,422,214	2,261,443,864	370,379,235	229,076,361	141,302,874	102,164,299	102,164,299	102,164,299	3,878,501,734	2,711,856,748	757,725,088	2,363,608,163
2015	3,494,042,268	2,441,270,808	631,632,944	2,318,409,276	379,855,737	234,948,950	144,906,787	105,229,228	105,229,228	105,229,228	3,979,127,233	2,781,448,986	776,539,731	2,423,638,503
2016	3,584,768,857	2,503,745,170	647,299,996	2,377,083,649	389,616,534	240,997,716	148,618,818	108,386,105	108,386,105	108,386,105	4,082,771,497	2,853,128,992	795,918,814	2,485,469,754
2017	3,678,217,244	2,568,093,763	663,437,060	2,437,518,254	399,670,156	247,227,946	152,442,210	111,637,688	111,637,688	111,637,688	4,189,525,088	2,926,959,397	815,879,270	2,549,155,942
2018	3,774,469,083	2,634,372,814	680,058,236	2,499,765,897	410,025,386	253,645,082	156,380,303	114,986,819	114,986,819	114,986,819	4,299,481,287	3,003,004,715	836,438,539	2,614,752,716
2019	3,873,608,477	2,702,640,236	697,178,047	2,563,880,969	420,691,272	260,254,733	160,436,540	118,436,423	118,436,423	118,436,423	4,412,736,173	3,081,331,392	857,614,586	2,682,317,393
2020	3,975,722,053	2,772,955,681	714,811,452	2,629,919,494	431,677,136	267,062,673	164,614,463	121,989,516	121,989,516	121,989,516	4,529,388,704	3,162,007,869	879,425,915	2,751,909,010
2021	4,080,899,036	2,845,380,569	732,973,859	2,697,939,174	442,992,575	274,074,851	168,917,724	125,649,201	125,649,201	125,649,201	4,649,540,812	3,245,104,641	901,891,584	2,823,588,376
2022	4,189,231,328	2,919,978,244	751,681,139	2,767,999,445	454,647,478	281,297,395	173,350,083	129,418,677	129,418,677	129,418,677	4,773,297,483	3,330,694,316	925,031,222	2,897,418,122
2023	4,300,813,589	2,996,813,829	770,949,637	2,840,161,524	466,652,027	288,736,614	177,915,413	133,301,238	133,301,238	133,301,238	4,900,766,854	3,418,851,681	948,865,050	2,973,462,761
2024	4,415,743,318	3,075,954,482	790,796,190	2,914,488,465	479,016,713	296,399,011	182,617,703	137,300,275	137,300,275	137,300,275	5,032,060,306	3,509,653,768	973,413,893	3,051,788,740
2025	4,534,120,939	3,157,469,354	811,238,140	2,991,045,214	491,752,340	304,291,279	187,461,061	141,419,283	141,419,283	141,419,283	5,167,292,562	3,603,179,916	998,699,200	3,132,464,497
2026	4,656,049,889	3,241,429,673	832,293,348	3,069,898,868	504,870,035	312,420,316	192,449,720	145,661,862	145,661,862	145,661,862	5,306,581,786	3,699,511,850	1,024,743,068	3,215,560,528
2027	4,781,636,707	3,327,908,800	853,980,212	3,151,117,721	518,381,262	320,793,223	197,588,039	150,031,717	150,031,717	150,031,717	5,450,049,686	3,798,733,741	1,051,568,251	3,301,149,439
2028	4,910,991,129	3,416,982,302	876,317,682	3,234,773,348	532,297,825	329,417,318	202,880,507	154,532,669	154,532,669	154,532,669	5,597,821,623	3,900,932,289	1,079,198,189	3,389,306,017
Total	4,910,991,129	3,416,982,302	876,317,682	3,234,773,348	532,297,825	329,417,318	202,880,507	154,532,669	154,532,669	154,532,669	5,597,821,623	3,900,932,289	1,079,198,189	3,389,306,017

(1) Value shown reflects actual Certified Values through 2006, and developer projections from 2007 through the end of the Zone. Values vary by participant because of varying boundaries
(2) Values reflect developer projections as provided for 1st Plan Amendment. Values vary by participant because of varying boundaries
(3) Values reflect developer projections as provided for 2nd Plan Amendment. Values are constant because of shared boundaries
(4) Total values reflect Certified Values through 2006 and developer projections from 2007 through the end of the Zone. All property in 3rd Plan Amendment is tax exempt

Exhibit 3A

Incremental Revenue Projections
By Participating Entity by Year

Calendar Year	Original Zone					1st Plan Amendment				2nd Plan Amendment				Amended Total
	City of Pearland (1)	Brazoria County (2)	Ft Bend County (3)	Alvin ISD (4)	Original Zone Total	City of Pearland	Brazoria County	Fort Bend County	1st Plan Amendment Total	City of Pearland	Brazoria County	Alvin ISD	2nd Plan Amendment Total	Revenue Projection
1998	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1999	45,111	0	0	0	45,111	0	0	0	0	0	0	0	0	45,111
2000	46,413	0	0	0	46,413	0	0	0	0	0	0	0	0	46,413
2001	47,341	0	0	0	47,341	0	0	0	0	0	0	0	0	47,341
2002	42,115	0	0	0	42,115	0	0	0	0	0	0	0	0	42,115
2003	3,193	986	0	11,140	15,319	0	0	0	0	0	0	0	0	15,319
2004	242,009	74,748	0	844,402	1,161,159	0	0	0	0	0	0	0	0	1,161,159
2005	793,101	205,517	44,052	2,231,376	3,274,047	0	0	0	0	0	0	0	0	3,274,047
2006	2,431,400	579,081	264,114	6,297,335	9,571,931	0	0	0	0	0	0	0	0	9,571,931
2007	2,267,922	986,373	474,717	10,640,587	14,369,598	0	0	0	0	36,575	19,975	64,419	121,070	14,490,668
2008	3,151,632	1,396,015	672,049	14,019,860	19,239,556	30,505	16,776	0	47,281	197,342	107,485	346,631	651,458	19,938,295
2009	4,353,850	1,897,037	1,077,737	17,666,195	24,994,819	244,544	121,649	36,646	402,839	203,262	110,709	357,030	671,001	26,068,659
2010	5,984,646	2,482,711	1,863,364	21,428,268	31,758,989	570,708	222,715	260,260	1,053,683	209,360	114,030	367,741	691,131	33,503,804
2011	7,465,989	2,900,269	2,799,750	25,498,488	38,664,494	708,596	230,112	455,693	1,394,401	215,841	117,451	378,773	711,865	40,770,761
2012	8,224,000	3,105,759	3,075,792	28,094,373	42,499,924	757,217	250,033	475,161	1,482,411	222,110	120,975	390,136	733,221	44,715,556
2013	8,659,206	3,348,193	3,208,232	30,715,368	45,928,998	813,016	276,513	487,171	1,576,699	228,773	124,604	401,840	755,218	48,260,914
2014	8,920,966	3,444,103	3,478,248	32,882,371	48,725,687	833,726	283,570	499,540	1,616,837	235,637	128,342	413,896	777,874	51,120,398
2015	9,150,928	3,531,634	3,584,597	34,654,532	50,901,692	855,058	290,840	512,281	1,658,179	242,706	132,192	426,313	801,211	53,361,081
2016	9,387,790	3,621,791	3,653,538	35,529,076	52,192,195	877,029	298,328	525,404	1,700,761	249,987	136,158	439,102	825,247	54,718,203
2017	9,631,757	3,714,652	3,745,147	36,429,857	53,521,413	899,660	306,040	538,921	1,744,621	257,487	140,243	452,275	850,004	56,116,038
2018	9,883,043	3,810,300	3,839,504	37,357,661	54,890,508	922,970	313,984	552,843	1,789,796	265,211	144,450	465,843	875,505	57,555,809
2019	10,141,868	3,908,817	2,624,461	38,313,299	54,988,445	946,979	322,166	378,122	1,647,266	273,167	148,784	479,819	901,770	57,537,481
2020	10,408,458	4,010,289	2,691,196	39,297,607	56,407,550	971,708	330,593	387,968	1,690,269	281,362	153,247	494,213	928,823	59,026,642
2021	10,683,045	4,114,806	2,759,934	40,311,443	57,869,228	997,179	339,273	398,110	1,734,563	289,803	157,845	509,039	956,687	60,560,479
2022	10,965,870	4,222,458	2,830,734	41,355,695	59,374,757	1,023,414	348,214	408,557	1,780,185	298,497	162,580	524,311	985,388	62,140,330
2023	11,257,180	4,333,339	2,903,657	42,431,274	60,925,451	1,050,437	357,423	419,316	1,827,176	307,452	167,457	540,040	1,014,950	63,767,577
2024	11,557,229	4,447,548	2,978,789	43,539,121	62,522,686	1,078,270	366,908	430,399	1,875,577	316,676	172,481	556,241	1,045,398	65,443,641
2025	11,866,279	4,565,182	3,056,134	44,680,203	64,167,798	1,106,938	376,678	441,814	1,925,429	326,176	177,656	572,928	1,076,760	67,169,988
2026	12,184,601	4,686,345	3,135,819	45,855,518	65,862,284	1,136,486	386,741	453,571	1,976,778	335,962	182,985	590,116	1,109,063	68,948,124
2027	12,512,473	4,811,143	3,217,866	47,066,092	67,607,604	1,166,879	397,105	465,681	2,029,666	346,040	188,475	607,820	1,142,335	70,779,605
2028	12,850,181	4,939,686	3,302,434	48,312,983	69,405,283	1,198,208	407,781	478,155	2,084,142	356,422	194,129	626,054	1,176,605	72,666,030
Total	205,159,596	79,136,781	61,261,874	765,464,124	1,111,022,375	18,189,502	6,243,442	8,605,613	33,038,557	5695749.268	3,102,254	10,004,581	18,802,585	1,162,863,517

(1) City of Pearland receives Administration Fees over the life of the Zone based on fees of 0% years 1-3, 36% years 4-8, and 64% years 9-30
(2) Brazoria County Zone participation 38% ($0 13661) of total tax rate for life of Zone
(3) Ft Bend County Zone 100% participation ($0.53874) Years 1-10, 75% participation ($0.404055) years 11-20, and 50% participation ($0 269370) years 21-2028
(4) Assumes Alvin ISD Zone participation of 100%, 25% in the Zone, 75% to ISD for School Projects

Exhibit 3B

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING LITIGATION

On this 10th day of June, 2008, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Stavinoha, seconded by Commissioner Patterson, duly put and carried, IT IS HEREBY ORDERED that:

The County Attorney is authorized to incur litigation expenses in an amount not to exceed the unused portion of funds previously authorized as litigation expenses in *Fort Bend County v. Burlington Northern and Santa Fe Railway,* Cause No. 17181 in the County Court at Law No. 3 of Fort Bend County, Texas;

Fort Bend County's attorney-in-charge in federal Civil Action No. H-98-0653, pending in the United States District Court for the Southern District of Texas, Houston Division, styled as *The Burlington Northern and Santa Fe Railroad Company v. Fort Bend County, et al.*, is hereby authorized to file any and all claims, counterclaims, or third-party claims for and on behalf of Fort Bend County, Texas ("the County"), and to seek declaratory and injunctive relief, as well as any other appropriate legal and equitable relief to which the County may be entitled.

Any necessary funds shall be transferred from contingency into the County Attorney's budget for fees and services (100475100-63000).

6-11-08 orig. ret. to Donna at County Judge

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

6-10-08
5

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

14th day of May, 2008.
replat Landmark of Alief
31st day of May, 2008.
28th day of May, 2008.
day of , 2008.

Publisher's Representative

Sworn to and subscribed before me this 28th day of May, 2008.

Anna J. Moore
Notary Public

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

My commission expires on 6-22-11

REQUEST FOR BIDS

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

TO: THE RESIDENTS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that Fort Bend County Municipal Utility District No. 25 (the "District") will open bids to the public for excess inventories. Sealed Request for Bids will be received in the District office, 18230 Old Richmond Rd., Sugar Land, TX 77478 until 3:00 p.m., Friday, May 30, 2008. Bids must be plainly marked on the outside of the envelope, as follows: SealedBid for Excess Inventory – DO NOT OPEN, submitted and received no later than the Bid opening date and time specified above. Any bids received later than the specified time, whether delivered in person or mailed, shall not be considered. It is the standard practice of the District to collect mail once daily from the U.S. Post Office. Our daily mail pickup is approximately 8:00 a.m., Monday thru Friday, excluding holidays. The District is not responsible for ensuring the delivery of bids to our offices. The bidder is solely responsible for the timely delivery of his/her bid. The items open for bid are:

Manufacturer	Description	Model	Quantity	Year
Dell	17"Monitor	E773C	2	
Dell	19" Monitor	M992	1	2003
Dell	17" Flat Monitor	M782	1	2004
Gateway	15" Flat Panel Monitor	FPD1520	1	2001
Dell	Computer	340 CPU	1	2003
Dell	Computer	360 CPU	1	2004
Dell	Computer	370 CPU	1	2005
Miller*	Wire welder & Acc.	175	1	
Briggs & Stratton	Sprayer		1	
Murray	Riding Mower	42/20hp	1	
Murray	Push Mower	22"	1	
General	235/85/R16 Tire		1	
Bricks	Building bricks			

* Minimum bid is $500 for Welder.

Bids will be opened publicly and will be read aloud at 4:00 p.m., Friday, May 30, 2008 at the James Cupp Meeting Center, 18310 Old Richmond Rd., Sugar Land, TX 77478. The District shall have the right to accept or reject any or all bids, or any part thereof, in the interest of the District.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, June 10, 2008 for Landmark of Sugarland Apartments, Section 2, being a partial replat of Landmark of Sugarland Apartments, Pct. 4. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Yolanda Norman with R. G. Miller Engineers Inc. at 713-461-9600 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

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Log on to hcnonline.com and click on Contests

HOUSTON COMMUNITY NEWSPAPERS

NOTICE OF SALE

STATE OF TEXAS § BY VIRTUE OF AN ORDER OF SALE

FORT BEND COUNTY § DATED MAY 06, 2008

and issued pursuant to judgment decree(s) of the District Court of Fort Bend County, Texas, by the Clerk of said Court on said date, in the hereinafter numbered and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on May 7, 2008, seized, levied upon, and will, on the first Tuesday in June, 2008, the same being the 3rd day of said month, at the Steps of the Courthouse of the said County, in the City of Richmond, Texas, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 10:00 AM, proceed to sell for cash to the highest bidder all the right, title, and interest of the defendants in such suit(s) in and to the following described real estate levied upon as the property of said defendants, the same lying and being situated in the County of Fort Bend and the State of Texas, to-wit:

Sale #	Cause # Judgment Date	Acct #	Style of Case	Legal Description	Adjudged Value	Estimated Minimum Bid
1	04-CV-135226 02/20/08	3010010020060901	FORT BEND COUNTY, ET AL VS. MARY R. ANDERS FKA MARY R. CANTU, ET AL	LT 6, BLK 2 OF DAVE FIELDS, VOL 230, PG 266*	$3,080.00	$3,080.00
2	04-CV-136485 02/20/08	0058033900000908	FORT BEND COUNTY, ET AL VS. OTIS MCCULLOUGH, ET AL	TR 1: ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.506 ACRE, MORE OR LESS, ISAAC MCGARY LEAGUE, ABST 58, VOL 480, PG 34*	$7,480.00	$7,480.00
3	04-CV-136485 02/20/08	3005000010150908	FORT BEND COUNTY, ET AL VS. OTIS MCCULLOUGH, ET AL	TR 2: LT 15, BLK 1 OF THE GREEN SUBD, VOL 342, PG 141*	$23,650.00	$23,650.00
4	04-CV-	8560010020070	FORT BEND COUNTY, ET AL VS.	LT 6, SAVE AND EXCEPT THE	$10,100.00	$6,500.00