

By: Keffer of Eastland

H.C.R. No. 97

CONCURRENT RESOLUTION

1 WHEREAS, Eagle Construction & Environmental Services, L.P.,
2 alleges that:

3 (1) on May 1, 2002, Eagle Construction & Environmental
4 Services, L.P., entered into a time and materials contract (Harris
5 County Job No. 02/0084) with Harris County, Texas, to provide
6 emergency response services for hazardous materials incidents;

7 (2) Eagle Construction & Environmental Services,
8 L.P., performed several response projects under the contract and
9 was paid for each;

10 (3) Harris County suspected hazardous material in a
11 sewer and although no hazardous materials were found, Harris County
12 requested that Eagle Construction & Environmental Services, L.P.,
13 perform the cleanout of the sewer under the existing time and
14 materials contract;

15 (4) Eagle Construction & Environmental Services,
16 L.P., prepared an estimate for the cleanout of the sewer for
17 budgetary purposes based on the information known at that time;

18 (5) the estimate clearly stated that it was a
19 "ballpark cost estimate" and that Eagle Construction &
20 Environmental Services, L.P., would perform the services using the
21 current fee schedule in place between Harris County and Eagle
22 Construction & Environmental Services, L.P., combined with the
23 additional rates set forth in the contract;

24 (6) on this condition, and at Harris County's

1 direction, Eagle Construction & Environmental Services, L.P.,
2 proceeded with the work;

3 (7) during the performance of the project, Harris
4 County was put on notice, both in writing and verbally on numerous
5 occasions, as to the accumulating costs that were exceeding the
6 purchase order;

7 (8) the designated county representative consented on
8 multiple occasions to costs that exceeded the purchase order and
9 Harris County continued to incur additional costs;

10 (9) the county representative later admitted he had
11 never read the budgetary proposal or governing contract;

12 (10) Eagle Construction & Environmental Services,
13 L.P., fulfilled all of its obligations under the terms of the
14 contract; and

15 (11) Eagle Construction & Environmental Services,
16 L.P., is entitled to \$333,590.39, the remaining balance of the
17 contract, which Harris County refuses to pay; now, therefore, be it

18 RESOLVED by the Legislature of the State of Texas, That Eagle
19 Construction & Environmental Services, L.P., is granted permission
20 to sue Harris County, Texas; and, be it further

21 RESOLVED, That the county judge of Harris County, Texas, be
22 served process.