

PO 109601



January 6, 2014

Fort Bend County Engineering
Mr. Richard Stolleis, PE
1124 Blume Road
Rosenberg, Texas 77471

RE: 2007 Fort Bend County Mobility Funds
Airport Avenue Improvements

Dear Mr. Stolleis:

The 2007 Fort Bend County Mobility Bond Projects included \$800,000.00 for the first phase of Airport Avenue improvements. The bid summary is attached for your review and the bid has been awarded to Gonzalez Construction Enterprise, Inc. in the amount of \$2,495,372.85. Since \$800,000 is less than 50% of bid amount, the City is requesting the balance of \$800,000.00.

OK
JSS 01/24/14

The City appreciates the County's support to improve traffic flow and drainage for Airport Avenue. Please feel free to give me a call at (832)595-3350 if you have any questions or need additional information.

Sincerely,

Joyce Vasut

Joyce Vasut
Finance Director

Jillian,

*Please arrange for
payment.*

*Thx,
Jill*

<p style="text-align: center;">BID SUMMARY Bid No. 2013-26 Airport Avenue Reconstruction Project Phase I (West of Graeber Road to FM 2218)</p>

BID NO.	COMPANY	TOTAL BASE BID	CALENDAR DAYS
1.	Gonzalez Construction Enterprise, Inc.	\$2,495,372.85	240
2.	Hassel Construction Co., Inc.	\$2,814,524.00	240
3.	Hurtado Construction Company	\$2,828,368.85	240
4.	Conrad Construction Co., Ltd.	\$3,134,390.00	240
5.	Triple B Services, L.L.P.	\$3,243,669.50	240
6.	Metro City Construction, L.P.	\$3,418,833.50	240
7.	Angel Brothers Enterprises, Ltd.	\$5,576,510.05	240

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**I.
DEFINITIONS**

- A. **City** means the City of Rosenberg, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means street or road improvements for the reconstruction of Airport Avenue (west of Graeber Road to FM 2218) to be completed in phases.

**II.
INCORPORATION OF RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**III.
COUNTY RIGHTS AND OBLIGATIONS**

A. During the work on the Project, County 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, County shall not interfere with the work in progress. Any deficiencies noted by County shall be brought to the attention of City and the deficiencies shall be promptly addressed by City.

B. County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.

C. The County's sole obligation under this Agreement is to provide the funding for Project to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:

- (1) Fifty Percent (50%) of construction costs; or
- (2) \$800,000

B. Subject to the provisions of Section III. C. above, the County shall provide funding as described in Section III. C. from the 2007 General Obligation Bonds for mobility projects.

C. The County is not obligated to expend any further funds above \$800,000 on the Project from the 2007 General Obligation Bonds or any other sources of funding.