

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Parties to this agreement are:

Owner:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY,
a political subdivision of the State of Texas.
c/o The Muller Law Group, PLLC
16555 Southwest Freeway, Suite 200
Sugar Land, Texas 77479

Contractor:

TRIPLE B SERVICES, LLP
820 Old Atascocita Road
Huffman, Texas 77336

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020, between the Parties, for and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing event date herewith, the Contractor and Owner hereby agree as follows:

Scope of Work:

Contractor shall commence and complete the Work generally described as follows:

For the Construction of Widening Consisting of Grading, Concrete Pavement, Base Drainage,
SW3P, and Pavement Markings
(Project No. 126-1003)
Fort Bend Grand Parkway Toll Road from 0.05 Miles North of US 59 to 0.07 Miles of East
Riverpark Dr. for Fort Bend Grand Parkway Toll Road Authority,
Fort Bend County, Texas,
according to those particular Plans and Technical Specifications (each as defined below)
prepared by BGE, Inc., Binkley & Barfield Inc., and IDS Engineering Group ("Engineer")

and all extra work in connection therewith, as agreed to by the Parties hereof ("Extra Work"), under the terms as stated in this Agreement and the Contract Documents (as defined herein), and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Specifications and Bid attached hereto and in accordance with the contract documents, including, but not limited to, invitation to bidders, instructions to bidders, all documents referenced in the Governing Specifications and Special Provisions, General Notes, plans, and other drawings and printed or written explanatory matter thereof (collectively, "Plans"), and the Specifications and Bid and other technical specifications (collectively, "Technical Specifications"), on file with Engineer (collectively, "Contract

Documents”). Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Agreement, and is thoroughly familiar therewith.

Under this Agreement and the Contract Documents, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the Work as described in the Technical Specifications and as shown on the Plans. The completed Work shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the Work to Owner in operating condition.

The Work, in general, under the Agreement includes:

1. Construction of Widening Consisting of Grading, Concrete Pavement, Base Drainage, SW3P, and Pavement Markings.

Time for Completion:

The Contractor hereby agrees to begin work within **10 calendar days** after Engineer has given written Notice to Proceed. Contractor hereby also agrees to achieve Final Acceptance (as defined in Section 12 of Item 5 of the Texas Department of Transportation’s Items 1-9, General Requirements and Covenants) of the Work within **150 calendar days** after the date of the written Notice to Proceed.

Surety Bonds Required:

It is further agreed by the parties to this Agreement that Contractor will execute:

- a Payment Bond in the sum of 100% of the initial Contract Price (as defined herein), if the initial Contract Price is \$25,000 or more
- AND
- a Performance Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$100,000 or more,

for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Agreement on the forms provided for this purpose; and it is agreed that this Agreement shall not be in effect until such Bonds are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised Bonds for such increased Contract Price. Contractor’s failure to provide compliant Bonds may be grounds for immediate termination regardless of whether the Contractor has started the Work.

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by applicable laws or regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 370 (amended) by the Financial

Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of the agent's authority to act must accompany all Bonds signed by an agent. Surety must have a minimum Best's Key Rating of "B+". If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to the underwriting limitation.

For bonds over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The person executing the Bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

The person executing the Bonds must be authorized by the surety company to execute the Bonds on behalf of the company in the amount required for this Agreement and such authorization must be recorded in the files of the Texas Department of Insurance. This Agreement shall not be in effect until such Bonds have been provided by the Contractor and accepted by the Owner.

If the surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state where any part of the project is located, or it ceases to meet the requirements herein, Contractor shall promptly notify Owner and Engineer, and shall, within 10 calendar days after the event giving rise to such notification, provide another Bond and surety to fulfill the required obligations.

Contract Price:

The Contract Price for this Work is One million, four hundred and ninety-seven thousand, four hundred thirty-five and 46/100 dollars (\$1,497,435.46). The initial Contract Price may increase or decrease due to Change Orders and the Contract Price Adjustment as provided by this Agreement and the Contract Documents.

Owner agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of the Owner. Failure by Owner to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due.

Contractor and Owner agree that time is of the essence of this Agreement. Therefore, Contractor and Owner agree that for each and every calendar day the Work or any portion thereof shall remain incomplete after the expiration of the time limits set in the Agreement, or as extended under the provisions of the Contract Documents, the Contract Price will decrease by \$500.00 for Final Acceptance ("Contract Price Adjustment"). The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such

FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

AGREEMENT

amount from the Contractor or the sureties on the Contractor's performance bond.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

Owner

By: Shoukat Dhanani
By: Shoukat Dhanani (May 21, 2020 11:58 CDT)
Name: Shoukat Dhanani
Title: Director

TRIPLE B SERVICES, LLC

Contractor

By: Donna Burke
Name: Donna Burke
Title: Sr Project Administrator

(The following to be executed if Contractor is a Corporation)

I, _____, certify that I am the secretary of the Corporation named as Contractor herein; that _____, who signed this Agreement on behalf of Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____
AGENDA ITEM NO.: _____

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

SPECIFICATIONS AND BID

ORIGINAL

FOR

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

FORT BEND GRAND PARKWAY TOLL ROAD


**From 0.05 Miles North of US 59 to 0.07 Miles North of East Riverpark Dr.
For the Construction Widening Consisting of Grading, Concrete Pavement, Base
Drainage, SW3P, and Pavement Markings, ETC.
(Project No. 126-1003)**

Notice To Bidder:

**ALL BIDS ARE TO BE SUBMITTED TO FORT BEND GRAND
PARKWAY TOLL ROAD AUTHORITY, C/O BGE, INC., 10777
WESTHEIMER, SUITE 400, HOUSTON, TEXAS, 77042 BY 3:00
P.M. ON TUESDAY, MARCH 17, 2020.**

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

Triple B Services, LLP
BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ ~~1,498,255.46~~ 
\$1,497,435.46

FORT BEND COUNTY, TEXAS

BID FORM
BID DATE:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD SEG. D
CONSTRUCTION OF NB FRONTAGE ROAD WIDENING

PROJECT: 126-1003

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
100 6002	PREPARING ROW	STA	19	1200.00	22800.00
104 6001	REMOVING CONC (PAV)	SY	755	48.00	36240.00
110 6001	EXCAVATION (ROADWAY)	CY	5496	15.00	82440.00
110 6002	EXCAVATION (CHANNEL)	CY	681	15.00	10215.00
132 6006	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	3292	2.65	8723.80
161 6017	COMPOST MANUF TOPSOIL (4")	SY	4205	1.65	6938.25
162 6002	BLOCK SODDING	SY	19656	3.75	73710.00
162 6003	STRAW OR HAY MULCH	SY	4205	0.20	841.00
164 6066	DRILL SEEDING (PERM)(WARM OR COOL)	SY	4205	0.20	841.00
166 6001	FERTILIZER	AC	4.9	950.00	4655.00
168 6001	VEGETATIVE WATERING	MG	591.1	12.50	7388.75
260 6006	LIME TRT (EXST MATL) (6")	SY	7740	4.00	30960.00
260 6012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	105	190.00	19950.00
276 6224	CEM TRT(PLNT MX) (CL N)(TY E)(GR 4)(6")	SY	7740	16.00	123840.00
292 6017	ASPHALT STAB BASE (GR 4)(PG 64)	TON	425	145.00	61625.00
360 6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	6631	82.00	544562.50
400 6005	CEM STABIL BKFL	CY	324	1.00	324.00
400 6009	CEMENT STAB BACKFILL (INLET OR MH)	CY	33	1.00	33.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	140	1.00	140.00
464 6005	RC PIPE (CL III)(24 IN)	LF	203	135.00	27405.00
464 6008	RC PIPE (CL III)(36 IN)	LF	275	137.00	37675.00
465 6004	MANH (COMPL)(PRM)(72IN)	EA	1	4800.00	4800.00
465 6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	4	3475.00	13900.00
465 6167	INLET (COMPL)(TY AD)	EA	4	3475.00	13900.00
465 6173	MANH (COMPL)(TY A)	EA	4	4540.00	18160.00
465 6174	MANH (COMPL)(TY B)	EA	1	8250.00	8250.00
479 6001	ADJUSTING MANHOLES	EA	10	385.00	3850.00
479 6002	ADJUSTING INLETS	EA	8	425.00	3400.00
496 6002	REMOV STR (INLET)	EA	5	385.00	1925.00
496 6007	REMOV STR (PIPE)	LF	275	15.00	4125.00
500 6001	MOBILIZATION	LS	1	100000.00	100000.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	1250.00	6250.00

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	156	25.00	3900.00
506 6024	CONSTRUCTION EXITS (REMOVE)	SY	156	8.00	1248.00
506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	535	5.50	2942.50
506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	801	8.75	7008.75
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	1336	0.75	1002.00
512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	1600	22.00	35200.00
512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	20	22.00	440.00
512 6057	PORT CTB (REMOVE)(LDW PROP)(TY 1)	LF	1600	17.00	27200.00
512 6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	20	17.00	340.00
529 6002	CONC CURB (TY II)	LF	4512	3.75	16920.00
644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	3	400.00	1200.00
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	2	450.00	900.00
644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	4	225.00	900.00
644 6076	REMOVE SM RD SN SUP&AM	EA	6	80.00	480.00
662 6060	WK ZN PAV MRK REMOV (W)4"(BRK)	LF	1169	1.50	1753.50
662 6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	994	0.70	695.80
662 6071	WK ZN PAV MRK REMOV (W)8"(SLD)	LF	80	2.20	176.00
662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	4721	0.60	2832.60
668 6007	PREFAB PAV MRK TY B (W)(6")(SLD)	LF	1807	5.00	9035.00
668 6010	PREFAB PAV MRK TY B (W)(6")(BRK)CNTST	LF	2953	9.50	28053.50
668 6014	PREFAB PAV MRK TY B (W)(8")(SLD)	LF	2369	6.75	15990.75
668 6016	PREFAB PAV MRK TY B (W)(12")(SLD)	LF	185	8.50 8.50	1572.50
668 6018	PREFAB PAV MRK TY B (W)(24")(SLD)	LF	95	17.50	1662.50
668 6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	11	250.00	2750.00
668 6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EA	1	325.00	325.00
668 6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EA	2	470.00	940.00
668 6085	PREFAB PAV MRK TY C (W) (WORD)	EA	15	370.00	5550.00
672 6007	RBFL PAV MRKR TY I-C	EA	31	4.50	139.50
672 6010	RBFL PAV MRKR TY II-C-R	EA	340	4.50	1530.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	1666	0.45	749.70
677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	9804	0.45	4411.80
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	3363	0.80	2690.40
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	400	1.10	440.00

BID FORM
BID DATE:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD SEG. D
CONSTRUCTION OF NB FRONTAGE ROAD WIDENING

PROJECT: 126-1003

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	92	2.35	216.20
677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	11	38.00	418.00
677 6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)	EA	1	42.00	42.00
677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	15	40.00	600.00
677 6036	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	EA	2	42.00	84.00
678 6002	PAV SURF PREP FOR MRK (6")	LF	4760	0.07	333.20
678 6004	PAV SURF PREP FOR MRK (8")	LF	2369	0.09	213.21
678 6006	PAV SURF PREP FOR MRK (12")	LF	185	0.20	37.00
678 6008	PAV SURF PREP FOR MRK (24")	LF	95	0.40	38.00
678 6009	PAV SURF PREP FOR MRK (ARROW)	EA	11	9.50	104.50
678 6010	PAV SURF PREP FOR MRK (DBL ARROW)	EA	1	12.75	12.75
678 6012	PAV SURF PREP FOR MRK (UTURN ARR)	EA	2	20.00	40.00
678 6016	PAV SURF PREP FOR MRK (WORD)	EA	15	10.00	150.00
6001 6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	56	75.00	4200.00
6185 6002	TMA (STATIONARY)	DAY	8	530.00	4240.00
6185 6003	TMA (MOBILE OPERATION)	HR	20	84.00	1680.00
FORCE ACCOUNT - LAW ENFORCEMENT				25000.00	\$25,000.00
Grand Total					\$1,498,255.46
					\$1,497,435.46

JB