

33 C 1

MEMORANDUM

TO: Judge Robert Hebert
County Judge

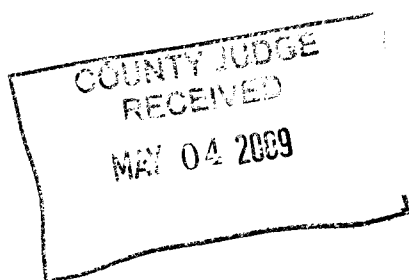
FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 04/28/09. Thank you.

DATE: April 29, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

AGENDA ITEM



| | |
|-------------|---------|
| Bid 09-061 | #33 C 1 |
| Bid 09-068 | 33 C 4 |
| Bid- 09-065 | 33 C 2 |
| Bid 09-074 | 33 C 6 |
| Bid 09-066 | 33 C 3 |

5-6-09 orig. ret. to Cheryl at Purchasing

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- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 **TWO (2) complete** bid forms. 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 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskid@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 **Bid Bond:** All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend 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.
- 1.10 **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. 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.
- 1.11 **Term Contracts:** If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 **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.
- 1.13 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend 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.

- 1.14 **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 Fort Bend 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.
- 1.15 **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 its responsibility.
- 1.16 **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.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete improvements to Greenbusch Road from Katy Flewellen Road to Shadow Forest, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on Thursday, April 2, 2009 at 10:00AM (CST). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg Texas 77471. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of Three Hundred Dollars (\$300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.
 - 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
 - 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

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5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:


In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

10.1 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 Fort Bend 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.

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10.2 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 Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

10.2.1 Workers Compensation: See Section 12.0.

10.2.2 Employer's Liability: \$500,000

10.2.3 General liability including:

- 10.2.3.1 Premises/Operations
- 10.2.3.2 Products/Completed Operation
- 10.2.3.3 Contractual
- 10.2.3.4 Owner's Protective
- 10.2.3.5 Personal Injury/Advertising Liability
- 10.2.3.6 Mobile Equipment

10.2.4 General liability limits shall be equal to or greater than:

- 10.2.4.1 \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- 10.2.4.2 \$500,000 Bodily Injury and Property Damage combined, single limit.
- 10.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be \$1,000,000. Claims - made policies shall not be acceptable. All policies shall be occurrence basis.

10.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- 10.2.5.1 \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- 10.2.5.2 \$500,000 Bodily Injury and Property Damage combined, single limit.

10.2.6. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

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- 10.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend 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 Contract.


- 11.1 Contractor shall timely report all such matters to Fort Bend 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 Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 11.2 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 Fort Bend County required by Contractor in the defense of each matter.
- 11.2 Fort Bend 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, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.
- 11.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.4 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, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

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- 11.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.
- 11.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.
- 11.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.
- 11.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extent described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 11.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 11.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend 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 Fort Bend County.
- 11.11 Loss Deduction Clause - Fort Bend 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.

12.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC 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

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compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend 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 Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

12.1 Definitions:

12.1.1 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.


12.1.2 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.

12.1.3 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.


12.2 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.

12.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

- 12.4 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.
- 12.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 12.5.1 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
- 12.5.2 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.
- 12.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 12.7 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.
- 12.8 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.
- 12.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 12.9.1 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;
- 12.9.2 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;

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- 12.9.3 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;
- 12.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 12.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 12.9.4.2 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;
- 12.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 12.9.6 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
- 12.9.7 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.
- 12.10 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.
- 12.11 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.

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13.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

14.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

15.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

15.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

15.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

15.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

15.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

15.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

15.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

15.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

15.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

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15.3 Standards for Review and Approval.

- 15.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.
- 15.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.
- 15.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 15.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

15.4 Changes.

15.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

15.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

15.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

- 15.4.4 **Contract Sum Adjustments.** The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 15.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 15.5 **Site Access.** Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 15.6 **Applicable Laws and Regulations.** Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 15.7 **Familiarity with Project.** The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.

- 15.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 15.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 15.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him.

Initials of Bidder



Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 15.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 15.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 15.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 15.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

16.0 TERMINATION:

16.1 Fort Bend County may terminate the Contract if the Contractor:

16.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

16.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

16.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

16.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

16.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

16.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

16.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

16.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

16.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

17.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

17.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.



- 17.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

18.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 18.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 18.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 18.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 18.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 18.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

19.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

20.0 NOTICE

- 20.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 1124-52 Blume Road, Rosenberg, Texas 77471, Attention: Louis Hood, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 20.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

21.0 RECORDS:

- 21.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 21.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

22.0 SUCCESSORS AND ASSIGNS:

- 22.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 22.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 22.3 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.

23.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

24.0 MODIFICATIONS:

This instrument contains the entire Contract 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.

25.0 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.

26.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27.0 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.

28.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

29.0 ENTIRE AGREEMENT:

The Parties agree that this Contract 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 Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

30.0 APPLICABLE LAW AND VENUE

This Contract 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, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

31.0 BID PRICE: See specification package.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 330 calendar days (maximum of 365 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

33.0 INDEPENDENT CONTRACTOR AND FIDUCIARY ROLE.

Contractor shall be an independent contractor and any provisions of this Agreement that may appear to give Fort Bend County or Fort Bend County's Representative the right to direct Contractor as to the details of the manner of doing the Work shall be deemed to mean that Contractor shall follow the desires of Fort Bend County or Fort Bend County's Representative in the results of the Work only and not in the means whereby the Work is to be accomplished. Contractor shall be responsible as to the details of doing the Work. Neither the agents, representatives, nor employees of Contractor and its subcontractors shall be deemed to be the agents, representatives, or employees of Fort Bend County. Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and shall, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Work. Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. Contractor shall furnish construction administration and management services and use Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

34.0 CONTRACTOR ON-SITE

Contractor shall provide, during construction, continuous on-site construction observation, to familiarize itself with the progress and quality of the completed work, and to determine if the work is proceeding in such a way as when it is complete it will be in accordance with the Contract Documents. Field Reports shall be prepared and submitted by Contractor at the duration requested by Fort Bend County's Representative. Contractor shall submit a report which shall constitute a representation by Contractor to Fort Bend County, based on observations at the site that to the best of Contractor's knowledge, information and belief, the quality of the completed work is in accordance with the Contract Documents.

35.0 DEFECTS

- 35.1 "Defect" – Work that, for any reason in the opinion of the Owner and/or the Architect, is not in conformance with the requirements of the Contract Documents.
- 35.2 Contractor shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard Fort Bend County against Defects and deficiencies in the completed work of any trade contractors. Contractor shall be responsible for the construction means, methods, techniques, sequences of procedures, and for the safety precautions and programs employed in connection with the Work. However, Contractor will promptly inform Fort Bend County's Representative in writing whenever Defects and deficiencies in the completed Work are observed and whenever any Defects or discrepancies are observed within the Contract Documents, or when any observed actions or omissions are undertaken by the trade contractors that are not in the best interest of Fort Bend County and the Project.

- 35.3 Supervision of Warranty Work. Contractor shall, without any compensation in addition to the total lump sum bid price as included in Section 32.0 herein, coordinate and supervise the completion of the corrective Work in the manner required for the original Work as a result of a Defect in the Work or the failure of the Work or the Project.
- 35.4 WORKMANSHIP. Contractor guarantees that the Work will be free from any Defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Work. Contractor will promptly correct at no cost to Fort Bend County, any Defect in or damage to the Work or any part thereof arising or resulting, directly or indirectly, from any Defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by Fort Bend County, have another correct any such Defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Work.

09-06

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the _____ day of _____, 20____, 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 Durwood Greene Construction Co. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Improvements to Greenbusch Road from Flewellen Road to Shadow Forest** 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 _____ day of _____ 20_____.

Fort Bend County, Texas

By: [Signature]
County Judge

By: [Signature]
Signature of Contractor

By: Jerry L. Berry - Vice President
Printed Name and Title



CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28th day of April, 2009, 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 Durwood Greene Construction Co. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Improvements to Greenbusch Road from Flewellen Road to Shadow Forest** 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 28th day of April 2009.

Fort Bend County, Texas
By: [Signature]
County Judge

By: [Signature]
Signature of Contractor

By: Jerry L. Berry - Vice President
Printed Name and Title



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 14, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 09-061 - Improvements to Greenbusch Road
from Katy Flewellen Road to Shadow Forest

See attached addendum.

Immediately upon your receipt of this addendum, please fill out the following information and
fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Durwood Greene Construction Co.

Company Name

[Handwritten Signature]

STEPHEN W. MAYNARD
VICE PRESIDENT

Signature of person receiving addendum

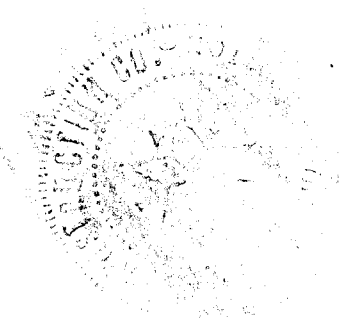
04-14-09

Date

If you have any questions please contact this office.

[Handwritten Signature]

Debbie Kaminski, CPPB
Assistant County Purchasing Agent



Transmission Report

Date/Time
Local ID
Local Name
Company Logo

4-14-09; 9:25AM
281 499 1525
DURWOOD GREENE
DURWOOD GREENE

This document was confirmed.
(reduced sample and details below)
Document Size Letter-S



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jakono, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 14, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 09-061 - Improvements to Greenbusch Road
from Katy Flewellen Road to Shadow Forest

See attached addendum.

Immediately upon your receipt of this addendum, please fill out the following information and
fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Durwood Green Construction Co.

Company Name
STEPHEN W. MAYNARD 04-14-09
VICE PRESIDENT Date
Signatures of person receiving addendum

If you have any questions please contact this office.

Debbie Kaminski
Debbie Kaminski, CPPB
Assistant County Purchasing Agent

4520 Reading Rd., Suite A • Rosenberg, TX 77471

Total Pages Scanned : 1 Total Pages Confirmed : 1

| No. | Doc | Remote Station | Start Time | Duration | Pages | Mode | Comments | Results |
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| 1 | 885 | 92813418645 | 4-14-09; 9:24AM | 27" | 1 / 1 | EC | | CP 26.4 |

Notes :

EC: Error Correct
BC: Broadcast Send
CP: Completed
HS: Host Scan
HF: Host Fax

RE: Resend
MP: Multi-Poll
RM: Receive to Memory
HP: Host Print
HR: Host Receive

PD: Polled by Remote
PG: Polling a Remote
DR: Document Removed
FO: Forced Output
FM: Forward Mailbox Doc.

MB: Receive to Mailbox
PI: Power Interruption
TM: Terminated by user
WT: Waiting Transfer
WS: Waiting Send

Addendum No. 1
Document 00410A

BID FORM – PART A

To: **COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNEX
4520 READING ROAD, SUITE A
ROSENBERG, TEXAS 77471**

Project: Greenbusch Road Improvements From Katy Flewellen to Shadow
Forest Fort Bend County Mobility Improvement Project #732

Bid No.:
Bidder:

Durwood Greene Construction Co.

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

1.0 OFFER

- A. Total Bid Price:** Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 5 percent of the Bidders Maximum Bid subject to terms described in General Conditions -Section 2.11 Bid Security.
- C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Bid Date. That period may be extended by mutual written agreement of the County and Bidder.
- D. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price:
- E. Bid Supplements:** The following documents are attached:
- General Conditions –Section 2.11 Bid Security (*Form supplied by Bidder*)
 - Bidder's Certification
 - Bid to Commissioner Court (2 Copies)
 - Bid Form (2 Copies)

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within [*Contract Time*] days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B
 BID FORM – PART B

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

BASE UNIT PRICE TABLE:

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|-------------------------------|----------------|--|--------------|---------------|-----------------------------------|------------------|
| A. GENERAL ITEMS | | | | | | |
| 1 | 162 | Block Sodding (16" Behind Curb to ROW) | SY | 1836 | 3.50 | 6,426.00 |
| 2 | 165 | Hydromulch Seeding | AC | 7 | 1,200.00 | 8,400.00 |
| 3 | TxDOT | Project Identification Sign | EA | 2 | 950.00 | 1,900.00 |
| 4 | TxDOT 760-2001 | Ditch Cleaning and Reshaping (foot) | LF | 4446 | 5.00 | 22,230.00 |
| 5 | 696 | Low Profile CTB (Furnish, Inst.) (TY 1 and Ty 2) | LF | 714 | 55.00 | 39,270.00 |
| Subtotal General Items | | | | | | 78,226.00 |
| B. STORM SEWER ITEMS | | | | | | |
| 1 | 429 | Trench Safety System (5 to 10 feet) | LF | 5000 | .10 | 500.00 |
| 2 | 471 | Precast Concrete Manhole | EA | 14 | 2,500.00 | 35,000.00 |
| 3 | 420 | Junction Box | EA | 4 | 2,200.00 | 8,800.00 |
| 4 | 463 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 1 | 1,200.00 | 1,200.00 |
| 5 | 463 | SET (TY II) (24 IN) (RCP) (6:1) (C) | EA | 3 | 800.00 | 2,400.00 |
| 6 | 495 | Remove Exist. Manhole | EA | 4 | 700.00 | 2,800.00 |
| 7 | 465 | Remove Exist. Concrete or Metal Pipe | LF | 1220 | 12.00 | 14,640.00 |
| 8 | TxDOT 472-2002 | Remove and Re-lay 15" RCP | LF | 40 | 30.00 | 1,200.00 |
| 9 | TxDOT 472-2003 | Remove and Re-lay 18" RCP | LF | 385 | 32.00 | 12,320.00 |
| 10 | TxDOT 472-2005 | Remove and Re-lay 24" RCP | LF | 260 | 36.00 | 9,360.00 |
| BASE UNIT PRICE TABLE | | | | | | |

Greenbusch Road Improvements
Fort Bend County Mobility Improvement Project #732
Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total-in figures |
|-----------------------------------|----------------|--|--------------|---------------|-----------------------------------|-------------------|
| 11 | TxDOT 472-2005 | Remove and Re-lay 24" CMP | LF | 60 | 40.00 | 2,400.00 |
| 12 | 495 | Remove and Dispose Existing Inlets | EA | 5 | 400.00 | 2,000.00 |
| 13 | 472 | Type "A" Inlet | EA | 8 | 1,400.00 | 11,200.00 |
| 14 | 472 | Type "BB" Inlet | EA | 2 | 2,500.00 | 5,000.00 |
| 15 | 472 | Type "C" Inlet | EA | 18 | 1,500.00 | 27,000.00 |
| 16 | 472 | Type "C-1" Inlet | EA | 4 | 2,500.00 | 10,000.00 |
| 17 | 472 | Type "E" Inlet | EA | 4 | 2,200.00 | 8,800.00 |
| 18 | 430/460 | 24" RCP Storm Sewer | LF | 1600 | 49.00 | 78,400.00 |
| 19 | 430/460 | 30" RCP Storm Sewer | LF | 1300 | 59.00 | 76,700.00 |
| 20 | 430/460 | 36" RCP Storm Sewer | LF | 555 | 72.00 | 39,960.00 |
| 21 | 430/460 | 42" RCP Storm Sewer | LF | 1150 | 85.00 | 97,750.00 |
| 22 | 480/481 | 2'x2' RCB | LF | 235 | 110.00 | 25,850.00 |
| 23 | 480/481 | 3'x2' RCB | LF | 350 | 125.00 | 43,750.00 |
| 24 | TxDOT 464-2065 | RC PIPE (ARCH) (CL III) (DES 4) | LF | 85 | 75.00 | 6,375.00 |
| 25 | TxDOT 464-2100 | RC PIPE (ARCH) (CL IV) (DES 3) | LF | 210 | 67.00 | 14,070.00 |
| Subtotal Storm Sewer Items | | | | | | 537,475.00 |
| C. WATERLINE ITEMS | | | | | | |
| 1 | COH 02520 | Remove & Salvage Existing Fire Hydrant | EA | 3 | 600.00 | 1,800.00 |
| 2 | COH 02525 | 6"x6" Tapping Sleeve & Valve w/ Box | EA | 3 | 3,500.00 | 10,500.00 |
| 3 | COH 02520 | 6" Fire Hydrant Lead | LF | 19 | 25.00 | 475.00 |
| 4 | COH 02506 | 6" PVC Sleeve | LF | 250 | 15.00 | 3,750.00 |
| Subtotal Waterline Items | | | | | | 16,525.00 |
| BASE UNIT PRICE TABLE | | | | | | |

Greenbusch Road Improvements
 Fort Bend County Mobility Improvement Project #732
 Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|--------------------------------|----------------|---|--------------|---------------|-----------------------------------|---------------------|
| D. PAVEMENT ITEMS | | | | | | |
| 1 | 104 | Remove/Dispose of Exist RC Pavement | SY | 6695 | 3.50 | 23,432.50 |
| 2 | 540 | Mill and Remove Asphalt Surface/Base Mat'l | SY | 10150 | 5.00 | 50,750.00 |
| 3 | 110 | Roadway excavation | CY | 22500 | 6.25 | 140,625.00 |
| 4 | 104 | Sawcut Existing Pavement | LF | 505 | 15.00 | 7,575.00 |
| 5 | 220 | Lime Stabilized Subgrade, 6" thick | SY | 35005 | 2.50 | 87,512.50 |
| 6 | 220 | Type A, Hydrated Lime (est 6% by Dry Wt.) | TON | 475 | 145.00 | 68,875.00 |
| 7 | TxDOT 247-2312 | Flexible Base (CMP IN PLACE)(TY D GR 1)(8") | SY | 7870 | 10.00 | 78,700.00 |
| 8 | 310 | Prime Coat | GAL | 4835 | 3.50 | 16,922.50 |
| 9 | 310 | Seal Coat | GAL | 2575 | 6.00 | 15,450.00 |
| 10 | 250 | HMAC Surface, 3" thick | TON | 1215 | 62.00 | 75,330.00 |
| 11 | 360 | Reinforced concrete pavement, 8" thick | SY | 24700 | 31.50 | 778,050.00 |
| 12 | 530 | 6" Reinforced Concrete Driveways | SY | 3470 | 35.00 | 121,450.00 |
| 13 | 530 | 6" Concrete Curb | LF | 6145 | 2.50 | 15,362.50 |
| 14 | 530 | 6" Concrete Curb & Gutter | LF | 6990 | 2.50 | 17,475.00 |
| 15 | 535 | Colored Concrete Median Nose | SY | 285 | 40.00 | 11,400.00 |
| 16 | 531 | Concrete Wheelchair Ramp | SY | 40 | 200.00 | 8,000.00 |
| 17 | TxDOT 432-2002 | Rip Rap (5") Concrete | CY | 85 | 325.00 | 27,625.00 |
| Subtotal Pavement Items | | | | | | 1,544,535.00 |
| BASE UNIT PRICE TABLE | | | | | | |

Greenbusch Road Improvements
 Fort Bend County Mobility Improvement Project #732
 Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|--|----------------|--|--------------|---------------|-----------------------------------|------------------|
| E. TRAFFIC DEVICES/SIGNAL ITEMS | | | | | | |
| 1 | 500 | Remove & Relocate Traffic Signs | LS | 1 | 3,500.00 | 3,500.00 |
| 2 | 624 | Aluminum Signs | EA | 22 | 400.00 | 8,800.00 |
| 3 | 660 | 4" White Refl Pav Mrk Sld, Type I or II | LF | 5640 | .60 | 3,384.00 |
| 4 | 660 | 4" White Refl Pav Mrk Brk, Type I or II | LF | 3270 | .60 | 1,962.00 |
| 5 | 660 | 4" White Refl Pav Mrk Dot, Type I or II | LF | 45 | 7.00 | 315.00 |
| 6 | 660 | 8" White Refl Pav Mrk Sld, Type I or II | LF | 1180 | 2.00 | 2,360.00 |
| 7 | 660 | 12" White Refl Pav Mrk Sld, Type I or II | LF | 580 | 3.00 | 1,740.00 |
| 8 | 660 | 24" White Refl Pav Mrk Sld, Type I or II | LF | 270 | 7.00 | 1,890.00 |
| 9 | 660 | 4" Yellow Refl Pav Mrk Sld, Type I or II | LF | 7715 | .60 | 4,629.00 |
| 10 | 660 | 24" Yellow Refl Pav Mrk Sld, Type I or II | LF | 1200 | 7.00 | 8,400.00 |
| 11 | 660 | 12" Yellow Refl Pav Mrk Sld, Type II Paint (median nose) | LF | 930 | 3.00 | 2,790.00 |
| 12 | 660 | Refl Pav Mrk White, Arrow, Type I | EA | 10 | 150.00 | 1,500.00 |
| 13 | 660 | Refl Pav Mrk White, Dbl Arrow, Type I | EA | 1 | 200.00 | 200.00 |
| 14 | 660 | Refl Pav Mrk White, Word, Type I | EA | 10 | 150.00 | 1,500.00 |
| 15 | 663 | Raised Pavement Markers, Type II-A-A | EA | 690 | 4.00 | 2,760.00 |
| 16 | 663 | Raised Pavement Markers, Type II-C-R | EA | 400 | 4.00 | 1,600.00 |
| 17 | 663 | Traffic Buttons, White | EA | 229 | 4.00 | 916.00 |
| 18 | 663 | Traffic Buttons, Yellow | EA | 611 | 4.00 | 2,444.00 |
| 19 | TxDOT 416-2032 | Drill Shaft (Trf Sig Pole) (36 in) | LF | 60 | 200.00 | 12,000.00 |
| 20 | TxDOT 618-2034 | Condt (PVC) (Schd 80) (2") | LF | 135 | 8.00 | 1,080.00 |

BASE UNIT PRICE TABLE

Greenbusch Road Improvements
 Fort Bend County Mobility Improvement Project #732
 Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|----------|----------------|---|--------------|---------------|-----------------------------------|------------------|
| 21 | TxDOT 618-2035 | Condt (PVC) (Schd 80) (2") (Bore) | LF | 290 | 10.00 | 2,900.00 |
| 22 | TxDOT 618-2039 | Condt (PVC) (Schd 80) (3") (Bore) | LF | 290 | 12.00 | 3,480.00 |
| 23 | TxDOT 618-2040 | Condt (PVC) (Schd 80) (4") | LF | 40 | 17.00 | 680.00 |
| 24 | TxDOT 618-2052 | Condt (RM) (2") | LF | 100 | 11.00 | 1,100.00 |
| 25 | TxDOT 620-2009 | Elec Condr (NO. 6) Bare | LF | 805 | 1.20 | 966.00 |
| 26 | TxDOT 620-2010 | Elec Condr (NO. 6) Insulated | LF | 40 | 2.00 | 80.00 |
| 27 | TxDOT 621-2004 | Tray Cable (4 CONDR) (12 AWG) | LF | 725 | 2.10 | 1,522.50 |
| 28 | TxDOT 624-2014 | Ground Box TY D (162922) w/Apron | EA | 4 | 700.00 | 2,800.00 |
| 29 | TxDOT 628-2106 | Elc Srv TY D 120 / 240 070 (NS) SS (N) SP (U) | EA | 1 | 3,700.00 | 3,700.00 |
| 30 | TxDOT 680-2003 | Install Hwy Trf Sig (SYSTEM) | EA | 1 | 25,000.00 | 25,000.00 |
| 31 | TxDOT 682-2001 | Back Plate (12 IN) (3 SEC) | EA | 7 | 60.00 | 420.00 |
| 32 | TxDOT 682-2002 | Back Plate (12 IN) (4 SEC) | EA | 4 | 70.00 | 280.00 |
| 33 | TxDOT 682-2014 | Ped Sig Sec (12 IN) LED (2 INDICATIONS) | EA | 8 | 500.00 | 4,000.00 |
| 34 | TxDOT 682-2022 | Veh Sig Sec (12 IN) LED (GRN ARW) | EA | 4 | 200.00 | 800.00 |
| 35 | TxDOT 682-2023 | Veh Sig Sec (12 IN) LED (GRN) | EA | 9 | 250.00 | 2,250.00 |
| 36 | TxDOT 682-2024 | Veh Sig Sec (12 IN) LED (YEL ARW) | EA | 2 | 200.00 | 400.00 |
| 37 | TxDOT 682-2025 | Veh Sig Sec (12 IN) LED (YEL) | EA | 9 | 200.00 | 1,800.00 |
| 38 | TxDOT 682-2027 | Veh Sig Sec (12 IN) LED (RED) | EA | 13 | 200.00 | 2,600.00 |
| 39 | TxDOT 684-2007 | Trf Sig Cbl (TY A) (12 AWG) (2 CONDR) | LF | 1300 | 1.50 | 1,950.00 |
| 40 | TxDOT 684-2009 | Trf Sig Cbl (TY A) (12 AWG) (4 CONDR) | LF | 1300 | 2.00 | 2,600.00 |

BASE UNIT PRICE TABLE

Greenbusch Road Improvements
 Fort Bend County Mobility Improvement Project #732
 Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|---|-----------------|---|--------------|---------------|-----------------------------------|-------------------|
| 41 | TxDOT 684-2012 | Trf Sig Cbl (TY A) (12 AWG) (7 CONDR) | LF | 1675 | 2.50 | 4,187.50 |
| 42 | TxDOT 686-2041 | Ins Trf Sig PI Am (S) 1 ARM (40') | EA | 1 | 6,500.00 | 6,500.00 |
| 43 | TxDOT 686-2043 | Ins Trf Sig PI Am (S) 1 ARM (44') | EA | 3 | 7,500.00 | 22,500.00 |
| 44 | TxDOT 688-2001 | Ped Detect (2 INCH PUSH BTN) | EA | 8 | 60.00 | 480.00 |
| 45 | TxDOT 6006-2001 | Spread Spectrum Radio | EA | 1 | 4,400.00 | 4,400.00 |
| 46 | TxDOT 6006-2003 | Heliac Cable | LF | 75 | 4.00 | 300.00 |
| 47 | TxDOT 6006-2005 | Antenna (UNI-DIRECTIONAL) | EA | 1 | 800.00 | 800.00 |
| 48 | TxDOT 6266-2001 | VIVDS Processor System | EA | 1 | 10,000.00 | 10,000.00 |
| 49 | TxDOT 6266-2002 | VIVDS Camera Assembly | EA | 4 | 1,900.00 | 7,600.00 |
| 50 | TxDOT 6266-2003 | VIVDS Set-up System | EA | 1 | 1,100.00 | 1,100.00 |
| 51 | TxDOT 6266-2005 | VIVDS Communication Cable (COAXIAL) | LF | 860 | 2.50 | 2,150.00 |
| 52 | 670 | Barricades (Permanent Type III) | EA | 2 | 750.00 | 1,500.00 |
| Subtotal Traffic Devices/Signals Items | | | | | | 184,616.00 |
| F. TRAFFIC CONTROL ITEMS | | | | | | |
| 1 | 665 | Work Zone Pavement Markings (4") White Sld, Remov | LF | 12500 | .70 | 8,750.00 |
| 2 | 665 | Work Zone Pavement Markings (4") Yellow Sld, Remov | LF | 20130 | .70 | 14,091.00 |
| 3 | 665 | Work Zone Pavement Markings (4") White Dot, Remov | LF | 175 | 1.50 | 262.50 |
| 4 | 665 | Work Zone Pavement Markings (4") White Sld, Non-Remov | LF | 2800 | .60 | 1,680.00 |
| 5 | 665 | Work Zone Pavement Markings (4") Yellow Sld, Non-Remov | LF | 2860 | .60 | 1,716.00 |
| 6 | 671 | Traffic Control Plan | MO | 12 | 3,000.00 | 36,000.00 |
| 7 | 696 | Temporary Low Profile CTB (Furnish, Inst., Rem.)(TY 1 and Ty 2) | LF | 1960 | 30.00 | 58,800.00 |
| BASE UNIT PRICE TABLE | | | | | | |

Greenbusch Road Improvements
 Fort Bend County Mobility Improvement Project #732
 Addendum No. 1

BID 09-061

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|--|-------------|--|--------------|---------------|-----------------------------------|-------------------|
| 8 | 696 | Temporary Low Profile CTB (Move, Reset) (TY 1 and Ty 2) | LF | 700 | 10.00 | 7,000.00 |
| 9 | 673 | HMAC Base Course, 8" (Temp Detour Pavement) | TON | 2400 | 55.00 | 132,000.00 |
| 10 | 673 | HMHL AC, 2" Ty D (Temp Detour Pavement) | TON | 600 | 65.00 | 39,000.00 |
| 11 | 673 | Prime Coat | GAL | 1245 | 3.50 | 4,357.50 |
| 12 | 673 | Temp 18" RCP Pipe | LF | 180 | 42.00 | 7,560.00 |
| 13 | 673 | Temp 24" RCP Pipe | LF | 1100 | 45.00 | 49,500.00 |
| Subtotal Traffic Control Items | | | | | | 362,717.00 |
| G. STORM WATER POLLUTION PREVENTION ITEMS | | | | | | |
| 1 | 713 | Reinforced Filter Fabric Barrier | LF | 1250 | 2.00 | 2,500.00 |
| 2 | 719 | Inlet Protection Barrier | EA | 30 | 70.00 | 2,100.00 |
| 3 | 724 | Stablized Construction Access (TY I) | SY | 300 | 10.00 | 3,000.00 |
| 4 | 725 | Erosion/Sediment Control in accordandance with TDPES requirements, including NOI, NOT, maintenance, inspection and reporting | LS | 1 | 3,500.00 | 3,500.00 |
| 5 | 750 | Rock Filter Dams | LF | 120 | 35.00 | 4,200.00 |
| Subtotal SWPPP Items | | | | | | 15,300.00 |
| H. EXTRA ITEMS | | | | | | |
| 1 | 672 | Off-duty uniformed local law officers | HR | 240 | 30.00 | 7,200.00 |
| Subtotal Extra Items | | | | | | 7,200.00 |
| BASE UNIT PRICE TABLE | | | | | | |

NOTE:

(1) Minimum Bid Price determined prior to bid can be increased by Bidder by crossing out minimum and noting the revised price in the appropriate box.

TOTAL BID PRICE:
(Add Totals for Items A., B., C., D., E., F., G., and H. above)

\$ 2,744,594.00

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder:

Durwood Greene Construction Co.

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.)

By:

Jerry L. Berry

Signature

4-16-09

Date

Name:

Jerry L. Berry

(Print or type name)

Vice President

Title

Address:

P.O. Box 1338, Stafford, Texas 77497-1338

(Mailing)

10126 Cash Rd, Stafford, Texas 77477

(Street, if different)

Telephone and Fax Number:

281-499-1551

(Print or type numbers)

FAX No: 281-499-1525

* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.

** Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

BID WILL BE AWARDED ON THE BASIS OF THIS TOTAL BID PRICE SHOWN ON THIS PAGE.

END OF DOCUMENT

Addendum No. 1

**ADDENDUM NO. 1
CONSTRUCTION OF GREENBUSCH ROAD IMPROVEMENTS
FROM KATY FLEWELLEN TO SHADOW FOREST
FORT BEND COUNTY MOBILITY PROJECT # 732
APRIL 13, 2009**

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

The following comments and modifications to the contract documents are being made in response to questions received for this project:

1. CONTRACT DOCUMENTS

A. Document 00410 – Bid Form – Reissue entire document as attached. The following is a summary of the revisions made:

- i. Bid item number 5 has been added to General Items for Low Profile CTB.
- ii. Bid item number 4 has been added to Waterline Items for 6" PVC sleeves. (Note: the 6" PVC sleeves are for future irrigation and electrical lines beneath Greenbusch Road near Pin Oak. The specific location will be determined during construction).

The revised bid form has been marked as ADDENDUM NO. 1, and is attached. Items added and/or modified are **highlighted**.

2. PROJECT MANUAL / NOTICE OF SPECIFICATIONS

A. Add COH Specification 02506 - POLYVINYL CHLORIDE PIPE to the Notice of Specifications.

The revised Notice of Specifications has been marked as ADDENDUM NO. 1, and is attached. Items added and/or modified are **highlighted**.

3. CLARIFICATIONS

The following questions were asked during the pre-bid conference:

- A. **Question:** There are a lot of utilities. How confident can we be of the utility locations and conflicts and the whether these utilities will in fact be moved?
Response: *After the ROW is staked, relocation should begin. ROW is being cleared of trees by the County. Clearing is anticipated to be complete by the end of April, and utility companies will begin relocating at that time. SPI is currently working on getting schedules from the utility companies.*

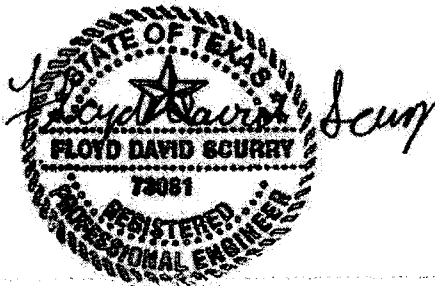
- B. **Question:** The Bid Form includes an item for Temporary Low Profile CTB (Furnish, Inst., Rem.), but the plan set indicates permanent Low Profile CTB as well. Should there be a separate item for those barriers that will remain permanently on the project? Also, please clarify whether these permanent barriers can be reused or if they should be new.
Response: *Bid Item 5 was added to the General Items on the Bid Form for the permanent barriers. Barriers can be reused in regard to there being no evidence of structural damage such as major spalling or cracking.*

Addendum No. 1

The following questions were submitted to Fort Bend County via RFI:

- A. **Question:** Who will be responsible for completing lab testing work (owner/contractor)?
Response: Lab work will not be completed by contractor... County will execute a separate contract with a testing company.
- B. **Question:** What will need to be done with excess spoil (offsite or stockpiling)?
Response: Excess spoil must be hauled off.
- C. **Question:** Who is responsible for the construction surveying?
Response: The plans include survey control sheets. The engineer set the control points already, but the contractor is responsible for all other construction / control staking.

END OF ADDENDUM NO.1



April 13, 2009

ADDENDUM NO. 1
NOTICE OF SPECIFICATIONS

For roadway construction of this project, the contractor shall use the Harris County Special Provisions, Special Specifications and Standard Specifications included herein.

HARRIS COUNTY STANDARD SPECIFICATIONS

| <u>Item No.</u> | <u>Description</u> | <u>No. of Pages</u> |
|-----------------------|---|-------------------------|
| SPECIFICATIONS | | |
| 104 | REMOVING OLD CONCRETE | 10 |
| 110 | ROADWAY EXCAVATION | 3 |
| 130 | BORROW | 6 |
| 132 | EMBANKMENT | 3 |
| 160 | FURNISHING AND PLACING TOPSOIL | 2 |
| 162 | SODDING FOR EROSION CONTROL (BLOCK SODDING) | 5 |
| 165 | HYDRO-MULCH SEEDING FOR EROSION CONTROL AND FINAL STABLIZATION | 4 |
| 166 | FERTILIZER | 4 |
| 200 | STRIPPING | 10 |
| 205 | SUBGRADE | 15 |
| 220 | LIME STABILIZED SUBGRADE | 2 |
| 223 | LIME-FLYASH OR FLYASH STABILIZED SUBGRADE | 2 |
| 250 | HOT MIX ASPHALTIC CONCRETE BASE COURSE (BLACK BASE) | 10 |
| 310 | PRIME COAT/SEALER | 8 |
| 320 | SINGLE COURSE SURFACE TREATMENT | 3 |
| 323 | EMULSIFIED ASPHALT TREATMENT | 9 |
| 324 | SEAL COAT | 21 |
| 340 | HOT MIX-HOT LAID ASPHALTIC CONCRETE | 32 |
| 360 | CONCRETE PAVEMENT | 2 |
| 400 | STRUCTURAL EXCAVATION AND BACKFILL | 3 |
| 420 | CONCRETE STRUCTURES | 3 |
| 421 | STRUCTURAL CONCRETE | 2 |
| 429 | TRENCH SAFETY SYSTEM | 5 |
| 430 | CONSTRUCTION OF UNDERGROUND UTILITIES | 2 |
| 434 | FLOWABLE FILL | 6 |
| 439 | POLYURETHANE JOINT SEAL | 7 |
| 460 | REINFORCED CONCRETE PIPE | 9 |
| 463 | SAFETY END TREATMENT | 14 |

| | | |
|-----|--|----|
| 465 | REMOVE AND DISPOSE OF EXISTING CONCRETE OR METAL PIPE | 3 |
| 470 | BRICK MANHOLES | 2 |
| 471 | PRECAST CONCRETE MAHOLES..... | 7 |
| 472 | INLETS..... | 1 |
| 473 | ADJUSTING MANHOLES AND INLETS | 3 |
| 480 | PRECAST REINFORCED CONCRETE BOX SEWERS..... | 7 |
| 481 | MONOLITHIC REINFORCED CONCRETE BOX SEWERS | 9 |
| 491 | REINFORCED CONCRETE SLOPE PAVING | 7 |
| 493 | RIPRAP..... | 7 |
| 495 | REMOVING OLD STRUCTURES..... | 9 |
| 500 | REMOVE AND RELOCATE TRAFFIC SIGNS, MAIL BOXES, ROADWAY SIGNS, LIGHT AND TRAFFIC SIGNAL POLES..... | 1 |
| 501 | TREE PROTECTION AND TRIMMING..... | 4 |
| 510 | PLANING AND/OR TEXTURING PAVEMENT | 3 |
| 516 | FLEX BEAM GUARDRAIL | 14 |
| 520 | WEIGHING AND MEASURING EQUIPMENT | 6 |
| 526 | MEMBRANE CURING | 3 |
| 530 | CONCRETE CURB, GUTTER, CURB & GUTTER, SIDEWALKS AND DRIVEWAYS..... | 2 |
| 531 | COLORING CONCRETE FOR SIDEWALKS AND WHEELCHAIR RAMPS..... | 2 |
| 535 | ESPLANADES, MEDIAN AND DIRECTIONAL ISLANDS | 2 |
| 536 | COLORING CONCRETE MEDIANS AND SIDEWALKS | 6 |
| 540 | REMOVING AND DISPOSING OF EXISTING ASPHALTIC SURFACE AND BASE MATERIAL..... | 5 |
| 550 | FENCING REMOVAL..... | 8 |
| 555 | CHAIN LINK FENCING..... | 2 |
| 556 | FOUR STRAND BARDED WIRE FENCE..... | 2 |
| 560 | MAINTENANCE AND CLEAN UP OF THE PROJECT SITE | 4 |
| 561 | VIDEOTAPING CONSTRUCTION..... | 5 |
| 624 | ALUMINUM SIGNS..... | 2 |
| 646 | ROADSIDE TRAFFIC SIGN SUPPORT (WITH A DRAWING) | 3 |
| 648 | ENCAPSULATED LENS REFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS (HI-INTENSITY GRADE)..... | 6 |
| 649 | WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS (DIAMOND GRADE)..... | 8 |
| 658 | DELINEATORS AND OBJECT MARKERS..... | 4 |
| 660 | REFLECTORIZED PAVEMENT MARKINGS | 7 |
| 661 | TRAFFIC PAINT (SOLVENT BASED)..... | 11 |
| 662 | GLASS REFLECTIVE SPHERES FOR TRAFFIC PAINT | 3 |
| 663 | TRAFFIC BUTTONS AND PAVEMENT MARKERS | 8 |
| 665 | WORK ZONE PAVEMENT MARKINGS..... | 4 |
| 666 | PREFABRICATED PAVEMENT MARKINGS | 4 |
| 669 | PAVEMENT SURFACE PREPARATION FOR MARKINGS | 2 |
| 670 | BARRICADES (WITH A DRAWING) | 3 |

| | | |
|-----|---|---|
| 671 | TRAFFIC CONTROL..... | 3 |
| 672 | FLAGMEN | 2 |
| 673 | CONSTRUCTING DETOURS FOR MAINTAINING TWO-WAY TRAFFIC | 3 |
| 674 | REMOVING PAVEMENT STRIPING AND MARKINGS..... | 2 |
| 696 | LOW PROFILE CONCRETE BARRIER | 2 |
| 708 | FILTER FABRIC FENCE | 5 |
| 713 | REINFORCED FILTER FABRIC BARRIER..... | 6 |
| 719 | INLET PROTECTION BARRIERS..... | 7 |
| 724 | STABILIZED CONSTRUCTION ACCESS (TYPE I – ROCK)..... | 3 |
| 725 | GENERAL SOURCE CONTROLS | 6 |
| 741 | GRAVEL BAG INLET PROTECTION BARRIER FOR STAGE II INLETS | 6 |
| 750 | ROCK FILTER DAMS..... | 8 |

**CITY OF HOUSTON STANDARD SPECIFICATIONS FOR WATER LINE ITEMS
 (not included)**

For water line construction of this project, the contractor shall reference the City of Houston, Department of Public Works and Engineering, STANDARD CONSTRUCTION SPECIFICATIONS (LATEST REVISION). When identified in the Bid Form specification reference as “COH”

- 02506 POLYVINYL CHLORIDE PIPE
- 02520 FIRE HYDRANTS
- 02525 TAPPING SLEEVES AND VALVES

**TXDOT STANDARD SPECIFICATIONS FOR ROADWAY AND TRAFFIC SIGNALS
 (not included)**

For roadway and traffic signal construction of this project, the contractor shall use the attached Special Provisions, Special Specifications and reference the Specification Book, TXDOT 2004 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES. When identified in the Bid Form specification reference as “TXDOT”

- 247 FLEXIBLE BASE (105), (204), (210), (216), (520)
- 416 DRILL SHAFT FOUNDATIONS (420), (421), (440), (448)
- 432 RIPRAP (420), (421), (427), (440)
- 464 REINFORCED CONCRETE PIPE (400)
- 472 REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE (400)

- 618 CONDUIT (400), (445), (476), (622)
- 620 ELECTRICAL CONDUCTORS
- 624 GROUND BOXES (421), (440)
- 628 ELECTRICAL SERVICES (441), (445), (449), (618), (620), (627), (656)
- 680 INSTALLATION OF HIGHWAY TRAFFIC SIGNALS (610), (625), (627), (634),
(636), (656)
- 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
- 684 TRAFFIC SIGNAL CABLES
- 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416), (421), (441), (442), (445),
(449)
- 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618), (624),
(682), (684)
- 760 CLEANING AND RESHAPING DITCHES

(ITEM NUMBERS IN PARENTHESIS ARE REFERENCE ITEMS TO THE SPECIFICATION)

TXDOT SPECIAL SPECIFICATIONS FOR TRAFFIC SIGNALS (included herein)

- 6006 SPREAD SPECTRUM RADIOS FOR TRAFFIC SIGNALS
- 6266 VIDEO IMAGING VEHICLE DETECTION SYSTEM

END OF DOCUMENT

Durwood Greene Construction Co.

References

Improvements to Greenbusch Road from Katy Flewellen Road to Shadow Forest for Fort Bend County
Fort Bend County Bid No. 09-061

| No. | Contact | Owner | Engineer / Architect | Project | Contract Amount | Phone Number | Self Performed | Percent of Contract |
|-----|---------------------------------|----------------------------------|---|--|-----------------|----------------|----------------|---------------------|
| 1 | Mr. Siab Y. Saour, P.E. | Fort Bend M.U.D. No. 133 | Benchmark Engineering Corp. | Bellaire Blvd. Extension | \$3,629,765.50 | (713) 266-9930 | | 96.00% |
| 2 | Mr. Siab Y. Saour, P.E. | L. O. B. Limited Partnership | Benchmark Engineering Corp. | Lakes of Bella Terra Sec 1 through 8 | \$6,306,928.40 | (713) 266-9930 | | 97.00% |
| 3 | Mr. James Hunt, P.E. | TXDOT | Brown & Gay | West Airport Blvd - TXDOT Project No. STP 96 (69) MM | \$3,560,000.00 | (281) 238-7900 | | 83.00% |
| 4 | Mr. James Hunt, P.E. | TXDOT | Brown & Gay | Dairy Ashford Blvd - TXDOT Project No. DB 96 (70) | \$8,540,000.00 | (281) 238-7900 | | 78.00% |
| 5 | Mr. Bill Babbington, P.E. | TXDOT | Brown & Gay | Galveston Co. - SH 87 | \$7,353,353.00 | (409) 978-2500 | | 94.00% |
| 6 | Mr. Greg Coleman, P.E. | Beazer Homes Texas, L.P. | Dannenbaum Engineering Corp. | Hiram Clarke Road & Summerlyn Dr & Section 1 | \$1,198,155.60 | (713) 849-5017 | | 96.00% |
| 7 | Mr. Robert Moorman | Ashton Woods / Aurous Properties | Pate Engineers, Inc. | Southern Trails Sec 6, 7 & 8 | \$1,706,240.70 | (281) 847-9400 | | 97.00% |
| 8 | Mr. Charles Kalkomey, P.E. | City of Rosenberg | Pledger- Kalkomey | Reading Road Extension | \$1,969,371.75 | (281) 342-2033 | | 77.00% |
| 9 | Mr. G. Michael Fitzgerald, P.E. | The County of Galveston | Dannenbaum Engineering Corp. | Stewart Road, Jones Road & 81st St. Reconstruction, etc. | \$3,154,944.57 | (409) 770-5554 | | 89.00% |
| 10 | Mr. William Frey | Frey Development Companies | Costello, Inc. | Salt Grass Crossing Section 1 | \$1,719,033.45 | (281) 531-8000 | | 97.00% |
| 11 | Mr. Joe C. Keene | City of Bellaire | Claunch & Miller | Bellaire Millennium Renewal Phase Six Contract Two | \$4,157,110.00 | (713) 662-8222 | | 82.00% |
| 12 | Mr. Travis Stone | Newland Communities | Brown & Gay / LJA Engineering & Surveying | Telfair Subdivision Sections & Blvds | \$3,954,200.00 | (713) 595-9000 | | 95.00% |
| 13 | Mr. Colin Pier | Trendmaker Homes | Brown & Gay | Cross Creek Ranch Blvd, CC Bend Lane & Creekside Sec 1 | \$2,038,737.88 | (281) 675-2450 | | 98.00% |
| 14 | Mr. Mike Hobbs | City of Sugar Land | Pate Engineers, Inc. | Asphalt Street Rehabilitation | \$541,020.00 | (281) 275-2450 | | 97.00% |
| 15 | Mr. Greg Ranft, P.E. | TXDOT | Costello, Inc. | Waller Co.- FM 359 STP 2009 (039); CSJ 0543-01-060 | \$5,833,580.58 | (713) 934-5900 | | 84.00% |
| 16 | Mr. Chad Hablinski, P.E. | Planned Community Developers | Costello, Inc. | Lake Pointe Center, Plaza & Turn Lanes SH 6 & US 59 | \$1,787,951.10 | (713) 783-7788 | | 85.00% |

Durwood Greene Construction Co.

References

Improvements to Greenbusch Road from Katy Flewellen Road to Shadow Forest for Fort Bend County
Fort Bend County Bid No. 09-061

| No. | Contract | Owner | Engineer / Architect | Project | Contract Amount | Phone Number | Self Performed | Percent of Contract |
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PRODUCER

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10375 Richmond Avenue-Suite 1700
Houston, TX 77042-4143
713-877-8975

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.

COMPANIES AFFORDING COVERAGE

Company A Travelers Lloyds Insurance Company

Company B Hanover Insurance Company

Company C Illinois National Insurance Company

Company D Texas Mutual Insurance Company

Company E Travelers Prop. Casualty Co. of America

INSURED

Dunwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497-1338

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

| CO LT | TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE EXPIRATION | LIMITS OF LIABILITY | |
|-------|--|----------------|--------------------------|---|---------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location | C03166N413TLC | 03/31/2009 03/31/2010 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | FIRE DAMAGE | \$ 300,000 |
| | | | | MEDICAL EXPENSE | \$ 5,000 |
| | | | | PERS. AND ADVERTISING INJURY | \$ 1,000,000 |
| | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | PRODUCTS AND COMP. OPER. AGG. | \$ 2,000,000 |
| E | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/> | 8102784N764TIL | 03/31/2009 03/31/2010 | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| | | | | BODILY INJURY (Per person) | \$ |
| | | | | BODILY INJURY (Per accident) | \$ |
| | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | COMPREHENSIVE | |
| | | | | COLLISION | |
| D | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | TSF0001178113 | 03/31/2009 03/31/2010 | WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/> | |
| | | | | EL EACH ACCIDENT | \$ 1,000,000 |
| | | | | EL DISEASE (Each employee) | \$ 1,000,000 |
| C | EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made | BE4891165 | 03/31/2009 03/31/2010 | EL DISEASE (Policy Limit) | \$ 1,000,000 |
| | | | | EACH OCCURRENCE | \$ 10,000,000 |
| B | CONTRACTOR'S EQUIPMENT | RHD521171900 | 03/31/2009 03/31/2010 | AGGREGATE | \$ 10,000,000 |
| | | | | L/R Equipment Per Item | \$ 250,000 |
| | | | | L/R Equipment Maximum | \$ 500,000 |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |

RE: Greenbusch Road from Katy flewellen Road to Shadow Forest for Fort Bend County
Bid 09-061

The Certificate Holder is included as Additional Insured as respects to General Liability and Auto as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Auto and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

PRODUCER

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10375 Richmond Avenue-Suite 1700
Houston, TX 77042-4143
713-877-8975

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.

COMPANIES AFFORDING COVERAGE

Company A Travelers Lloyds Insurance Company

Company B Hanover Insurance Company

Company C Illinois National Insurance Company

Company D Texas Mutual Insurance Company

Company E Travelers Prop. Casualty Co. of America

INSURED

Durwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497-1338

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

| CO LT | TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE EXPIRATION | LIMITS OF LIABILITY | |
|----------|--|----------------|--------------------------|---|---------------|
| | | | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location | C03166N413TLC | 03/31/2009 03/31/2010 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | FIRE DAMAGE | \$ 300,000 |
| | | | | MEDICAL EXPENSE | \$ 5,000 |
| | | | | PERS. AND ADVERTISING INJURY | \$ 1,000,000 |
| | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | PRODUCTS AND COMP. OPER. AGG. | \$ 2,000,000 |
| E | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/> | 8102784N764TIL | 03/31/2009 03/31/2010 | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| | | | | BODILY INJURY (Per person) | \$ |
| | | | | BODILY INJURY (Per accident) | \$ |
| | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | COMPREHENSIVE | |
| | | | | COLLISION | |
| D | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | TSF0001178113 | 03/31/2009 03/31/2010 | WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/> | |
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| | | | | EL DISEASE (Each employee) | \$ 1,000,000 |
| | | | | EL DISEASE (Policy Limit) | \$ 1,000,000 |
| C | EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made | BE4891165 | 03/31/2009 03/31/2010 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | AGGREGATE | \$ 10,000,000 |
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| | | | | | \$ |
| | | | | | \$ |

RE: Greenbusch Road from Katy flewellen Road to Shadow Forest for Fort Bend County
Bid 09-061

The Certificate Holder is included as Additional Insured as respects to General Liability and Auto as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Auto and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

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Authorized Representative

PRODUCER

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INSURED

Durwood Greene Construction Co.
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|-------|--|----------------|--------------------------|---|---------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location | C03166N413TLC | 03/31/2009 03/31/2010 | EACH OCCURRENCE | \$ 1,000,000 |
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| | | | | BODILY INJURY (Per person) | \$ |
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| | | | | COLLISION | |
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| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |

RE: Greenbusch Road from Katy flewellen Road to Shadow Forest for Fort Bend County
Bid 09-061

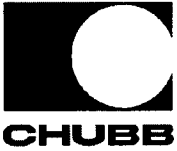
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CERTIFICATE HOLDER

Fort Bend County
Purchasing Department
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Authorized Representative



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. Bid Bond

FEDERAL INSURANCE COMPANY

BID BOND

Amount 5% of GAB***

Know All Men By These Presents,

That we, Durwood Greene Construction Co.

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto Fort Bend County

(hereinafter called the Obligee), in the amount of

Five percent of the greatest amount bid***

(5% of GAB***), for the pay-

ment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this April 16, 2009.

WHEREAS, the Principal has submitted a bid, dated April 16, 2009 for Improvements to Greenbusch Road from Katy Flewellen Road to Shadow Forest for Fort Bend County, Bid 09-061

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the penal sum hereof, then this obligation shall be null and void, otherwise, to remain in full force and effect.

Durwood Greene Construction Co.

By: James L. Berry Vice President

FEDERAL INSURANCE COMPANY

By: Heather Noles
Heather Noles, Attorney-In-Fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marc W. Boots, Richard Covington, Joy Durham, Mary Ann Garcia, Stephanie Gunderson, Misty Koslosky, Vickie Lacy, Heather Noles, P. T. Osburn, Stephen R. Smith and Maria D. Zuniga of Houston, Texas-----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same. and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2008.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

SS

County of Somerset

On this 15th day of May, 2008

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009

Katherine Kalbacher
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached"

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this April 16, 2009



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: 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 agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

FINANCIAL STATEMENT
EXPERIENCE RECORD
SCHEDULE OF EQUIPMENT

Submitted by DURWOOD GREENE CONSTRUCTION Co.

An individual
a partnership
A corporation

with principal office at 10126 CASH ROAD STAFFORD, TX 77477

To be filled in by Corporation:

To be filled in by Partnership:

Date incorporated 01/01/1970

Date formed _____

Under the laws of TEXAS State. gpb

State whether partnership is general,
limited or associated

Executive Officer ~~RICHARD A. GREENE~~
Jerry L. Berry

List Member: _____

State of TEXAS

County of FORT BEND

Jerry L. Berry, being duly sworn, deposes and says

that he is Vice President of DURWOOD GREENE CONSTRUCTION Co.
(Title) (Name of Organization)

and that the answers to the foregoing questions on the attached forms and all statements therein are true and correct; that the financial statement, the experience record and the schedule of equipment are made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above mentioned financial statement, experience record and schedule of equipment are true and correct.

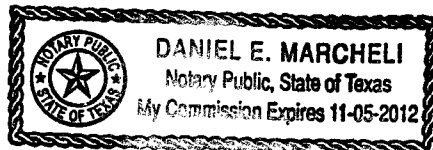
Jerry L. Berry
(Original signature)

Sworn to before me this 16TH day of April A.D. 20 09

Daniel Edward Marcheli
Notary Public

My Commission expires: 11/5/12

(SEAL)



EXPERIENCE RECORD

List of project bidder has successfully completed:

| Amount of Contract Award | Type of Work | Date Accepted | Name & Address of Owner |
|--------------------------|--------------|---------------|-------------------------|
| SCHEDULE ATTACHED | | | |

List of projects bidder is now engaged in completing:

| Amount of Contract Award | Type of Work | Date Accepted | Name & Address of Owner |
|--------------------------|--------------|---------------|-------------------------|
| SCHEDULE ATTACHED | | | |

List of Surety Bonds in force on the above completed work:

| Amount of Contract Award | Amount of Bond | Name & Address of Surety Company |
|--------------------------|----------------|----------------------------------|
| SCHEDULE ATTACHED | | |

EQUIPMENT SCHEDULE

List of equipment owned by bidder that is in serviceable condition and available for use:

SCHEDULE ATTACHED

Portions of work bidder proposes to sublet in case of award of contract; including amount and type:

\$ 755,000 in Storm Sewer, Water Lines, Traffic Signal, Pavement Marking & Sawing & Sealing Concrete.

Dated at Stafford, Texas, this 16th day of April, 2009

Durwood Greene Construction Co.
(Name of Organization)
By Jerry L. Brum Vice President
(Title of Person Signing)

DURWOOD GREENE CONSTRUCTION CO.

BALANCE SHEET

December 31, 2008

(UNAUDITED)

ASSETS

| | |
|----------------------|---------------------|
| CURRENT ASSETS | \$27,070,875 |
| PROPERTY & EQUIPMENT | <u>1,999,888</u> |
| TOTAL ASSETS | <u>\$29,070,763</u> |

LIABILITIES & STOCKHOLDERS' EQUITY

| | |
|--|---------------------|
| CURRENT LIABILITIES | \$5,884,042 |
| LONG TERM LIABILITIES | <u>0</u> |
| TOTAL LIABILITIES | \$5,884,042 |
| STOCKHOLDERS' EQUITY | <u>23,186,721</u> |
| TOTAL LIABILITIES & STOCKHOLDERS' EQUITY | <u>\$29,070,763</u> |

DURWOOD GREENE CONSTRUCTION CO.

STATEMENT OF INCOME

For The Year Ended December 31, 2008

(UNAUDITED)

| | |
|-----------------------------------|---------------------|
| Revenues | \$65,654,096 |
| Direct Costs | <u>52,277,048</u> |
| Gross Profit | \$13,377,048 |
| General & Administrative Expenses | <u>3,756,288</u> |
| Operating Income | \$9,620,760 |
| Other Income | <u>1,294,243</u> |
| Net Income | <u>\$10,915,003</u> |

FINANCIAL STATEMENT

ATTACHED

Condition of bidder at close of business Month, _____, 20____.

ASSETS

| | | | <u>Total</u> |
|---------------------|---|----------|-----------------|
| 1. | Cash on hand | \$ _____ | |
| | In Bank | \$ _____ | |
| | Elsewhere | \$ _____ | \$ _____ |
| 2. | Account receivable from completed contracts (exclusive of claims not approved for payment). | | \$ _____ |
| 3. | Accounts receivable from other sources than above. | | \$ _____ |
| 4. | Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion). | | \$ _____ |
| 5. | Deposits for bids or other guarantees | | \$ _____ |
| 6. | Notes Receivable | | |
| | Past Due | \$ _____ | |
| | Due 90 days | \$ _____ | |
| | Due later | \$ _____ | \$ _____ |
| 7. | Interest earned | | \$ _____ |
| 8. | Real Estate | | |
| | Business Property – Present Value | \$ _____ | |
| | Other property – Present Value | \$ _____ | \$ _____ |
| 9. | Stocks and Bonds | | |
| | Listed on exchange | \$ _____ | |
| | Unlisted | \$ _____ | \$ _____ |
| 10. | Equipment, machinery, fixtures | \$ _____ | |
| | Less Depreciation | \$ _____ | \$ _____ |
| 11. | Other Assets | | \$ _____ |
| TOTAL ASSETS | | | \$ _____ |

LIABILITIES AND NET WORTH

| | | | <u>Total</u> |
|---------------------------------|------------------------|----------|-----------------|
| 1. Notes Payable | To banks regular | \$ _____ | |
| | (for certified checks) | | |
| | Equip. Obligations | \$ _____ | |
| | Others | \$ _____ | \$ _____ |
| 2. Accounts Payable Current | | \$ _____ | |
| | Past Due | \$ _____ | \$ _____ |
| 3. Real Estate Mortgages | | | \$ _____ |
| 4. Other liabilities | | | \$ _____ |
| 5. Reserves | | | \$ _____ |
| 6. Capital Stock Paid up Common | | \$ _____ | |
| | Preferred | \$ _____ | \$ _____ |
| 7. Surplus | | | \$ _____ |
| TOTAL LIABILITIES | | | \$ _____ |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF COMPLETED CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2008**

| Customer/Description | Revenue |
|--|--------------|
| J.D. Abrams, L.P. Brazoria County, S.H. 35 | \$ 4,002,539 |
| Texas Department of Transportation Galveston County, F.M. 517 | 679,879 |
| Clearwater Utilities, Inc. West Meadows | 1,820,084 |
| Texas Department of Transportation Waller County, F.M. 362 | 1,077,895 |
| Texas Sterling Construction, L.P. Fort Bend County, U.S. 90A | 1,335,617 |
| City of Bellaire Millennium Renewal, Phase 6, Contract 2 | 4,124,975 |
| O.O. Development, Ltd. Old Orchard, Section 1 | 1,651,677 |
| Pasadena ISD Hughes Road extension | 865,906 |
| City of Pasadena Deerwood Glen, Section 1 | 1,292,667 |
| Texas Department of Transportation Harris County, SH 6 | 5,346,993 |
| Autumn Creek Development, Ltd. Creekside and Stonecreek at West Ranch, Section 2 | 811,254 |
| Texas Department of Transportation Galveston County, SH 3 | 1,368,951 |
| MRPL Retail Partners, Ltd. Bellaire Boulevard | 479,286 |
| City of Bellaire Millennium renewal, Phase 7, Contract 2 | 1,665,202 |
| Beazer Homes Texas, L.P., MHI Partnership, L.P. and Newmark Homes, L.P. Lakes at Highland Glen, Section 12 | 544,981 |
| Beazer Homes Texas, L.P. Paving and appurtenances Pine Creek at Canyon Lakes West, Section 2 | 759,631 |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF COMPLETED CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2008**

| Customer/Description | Revenue |
|--|-----------|
| Planned Community Developers Paving improvements Lake Pointe Tract "C" | 392,558 |
| Trendmaker Development Company Cross Creek Bend Lane, Cross Creek Ranch Boulevard, Creekside at Cross Creek Ranch, Section 1 and The Cove at Cross Creek Ranch | 2,111,835 |
| Trendmaker Development Company Cross Creek Ranch Boulevard, FM 359 and 1093 | 289,270 |
| Hanson Aggregates Plant road repairs | 254,713 |
| C.L. Ashton Woods, L.P. Southern Trails, Section 9, Phase 1 | 569,869 |
| Woodcreek Reserve Paving Woodcreek Bend lane extension | 699,103 |
| Texas Department of Transportation Fort Bend County, FM 2977 | 2,214,551 |
| Texas Department of Transportation Harris County, IH 45 | 508,737 |
| RH of Texas, L.P. and Ashton Houston Residential, LLC Penderson Road and Willow Fork of Buffalo Bayou Crossing | 1,107,150 |
| I-Ten Poorman Investments, Inc. Paving Woodcreek Reserve, Section 7 | 281,153 |
| Beazer Homes Texas, L.P. Paving Durham Park, Section 7 | 374,370 |
| D.R. Horton, Inc. and KECH, Ltd. Jasmine Heights, Section 1 and West Little York | 605,204 |
| Beazer Homes Texas, L.P. The Park at Arbordale, Section 1 | 745,195 |
| TMI, Inc. Grand Corner Drive | 1,010,091 |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF COMPLETED CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2008**

| Customer/Description | Revenue |
|--|-----------|
| Fulshear Land Partners, Ltd. Fulshear Creek Crossing, Sections 1 and 2 | 1,416,141 |
| Houston Livestock Show and Rodeo Reed Road parking lot expansion | 4,424,538 |
| Texas Sterling Construction, L.P. SH 99 | 106,376 |
| Zieben Kirksey Development Partners, L.P. Paving The Enclave at Lake Pointe | 494,712 |
| Texas Department of Transportation Brazoria County, FM 1495 | 453,993 |
| Cardiff Ranch, L.P. Pine Mill Ranch, Section 5 | 677,507 |
| PF Lakes Development, Ltd. Lakes of Pine Forest, Section 5 | 306,613 |
| PF Lakes Development, Ltd. Lakes of Pine Forest, Section 4 | 424,807 |
| Ann Arundel Farms, Ltd. Lakemont Shores, Section 1 | 606,063 |
| Texas Department of Transportation Harris County, SH 6 | 2,578,967 |
| Savannah Development, Inc. County Road 58/Savannah Parkway | 1,088,172 |
| Harris County Katy Area | 652,230 |
| O.O. Development, Ltd. Old Orchard, Section 4 | 537,866 |
| O.O. Development, Ltd. Old Orchard, Section 5 | 276,878 |
| O.O. Development, Ltd. Old Orchard, Section 6 | 581,680 |
| NNP-Telfair, L.P. Telfair, Section 14 | 582,027 |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF COMPLETED CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2008**

| <u>Customer/Description</u> | <u>Revenue</u> |
|---|----------------------|
| NNP-Telfair, L.P. Telfair, Section 19 | 153,485 |
| GBI Group, LLC Stonebrook at Riverstone, Section 1 | 1,100,455 |
| NNP-Telfair, L.P. Meadowcroft Blvd. And Wescott Ave. | 606,562 |
| Tommie Vaughn Motors Tommie Vaughn parking area | 131,211 |
| Zachry Construction Corporation Holly Street | 229,842 |
| Branch Forest, Ltd. Cedar Springs | 522,091 |
| Midway Spring Trails Partners, L.P. City of Missouri City | 658,178 |
| Willow Creek Farms MUD Willow Creek Farms Section 1A | 378,498 |
| Miscellaneous small contracts and contracts completed in prior years | <u>852,199</u> |
| | <u>\$ 58,832,427</u> |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF CONTRACTS IN PROGRESS
DECEMBER 31, 2008**

| Customer/Description | Amended Contract |
|--|---------------------|
| J.D. Abrams, L.P. Brazoria County, S.H. 35 | \$ 3,413,900 |
| Texas Sterling Construction, L.P. Fort Bend County, U.S. 90A | 1,170,900 |
| Texas Department of Transportation Harris County, S.H. 288 | 8,303,400 |
| Texas Sterling Construction, L.P. Montgomery County, US 59 | 3,625,000 |
| Texas Department of Transportation Brazoria County, F.M. 518 | 3,785,600 |
| Texas Department of Transportation Galveston County, SH 146 | 1,783,200 |
| 688 Development, Inc. Beechnut Street Paving | 1,488,100 |
| City of Houston Generic city wide overlay | 4,360,000 |
| Texas Department of Transportation Fort Bend County, FM 2234 | 3,132,300 |
| Harris County Crosby road reconstruction | 3,639,300 |
| NewQuest Properties Fort Bend Parkway segment B | 1,158,700 |
| Fort Bend County LID No. 6 Levee and Ransom Road Improvements | 4,429,800 |
| City of Houston Citywide overlay - package 12 | 4,276,600 |
| Harris County North Main Road Precinct 2 | 1,098,300 |
| Harris County Asphalt overlay and base repair in Alief | 472,900 |
| NNP-Telfair, L.P. Easton Avenue, Phase 1 | 342,700 |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF CONTRACTS IN PROGRESS
DECEMBER 31, 2008**

| Customer/Description | Amended Contract |
|---|---------------------|
| Harris County MUD No. 406 Greens Crossing Blvd. and Plaza Verde Dr. | 3,029,000 |
| Genstar Summerwood, L.P. Summerwood section 24, Phase 2A | 265,000 |
| Lennar Texas Holding Company Bay Colony Pointe West, Section 4 | 451,700 |
| Alief Independent School District Leroy Crump Stadium parking lot renovations | 1,738,400 |
| Harris County Spring Camp area Precinct 4 | 2,929,400 |
| Terrabrook Cinco Ranch Southwest, L.P. Cinco Ranch Southwest, Section 9 and 29 | 1,428,600 |
| Fort Bend County LID No. 19 Oilfield Road at Creekstone | 1,189,200 |
| Hurtado Construction/Fort Bend County LID No. 15 University Blvd. Extension | 837,300 |
| Fort Bend County MUD No. 138 Telfair Central Access Road | 662,000 |
| Weston Lakes, L.L.P. Weston Lakes Section 19, Phase 2 | 344,400 |
| Cinco Southwest MUD No. 1 Cinco Rose Dr. at FM 1093 | 314,300 |
| Reinvestment Zone No. 1 Katy Katy Mills Blvd. | 294,800 |
| City of Katy Kingsland Blvd. Extension 2008 | 795,500 |
| Texas Department of Transportation Waller County FM 359 | 6,125,000 |
| Texas Department of Transportation Galveston County SH 146 | 1,219,800 |
| Lennar Homes of Texas Land and Construction, Ltd. Irby Cobb Blvd. | 390,800 |

**DURWOOD GREENE CONSTRUCTION CO.
SCHEDULE OF CONTRACTS IN PROGRESS
DECEMBER 31, 2008**

| Customer/Description | Amended Contract |
|---|----------------------|
| Cinco Southwest MUD No. 1 Cinco Terrace Drive at FM 1093 | 571,900 |
| Harris County Cypress North Houston Road | 1,716,800 |
| I-Ten Poorman Investments, Inc. Kingsland Blvd. Phase III Bridge | 1,170,700 |
| L.O.B. Limited Partnership Rancho Bella Parkway and Lugano Verde | 606,400 |
| Texas Department of Transportation Fort Bend County SH 99 | 698,700 |
| Texas Department of Transportation Waller County IH 10 | 2,623,100 |
| Clearwater Utilities, Inc. Entrance road F | 171,300 |
| Lennar Homes/Friendswood Development Co. Lakemont Ridge, Section 2, Phases 1 and 2 | 469,900 |
| Fort Bend County LID No. 6 Wessendorff Tract | 256,600 |
| Beazer Homes Texas, L.P., Newmark Homes, L.P., and MHI Partners, L.P. Lakes at Highland Glen, Section 6 | 541,700 |
| Houston Livestock Show and Rodeo Contestant Phase 3 | 2,043,800 |
| NNP-Telfair, L.P. Easton Avenue Phase II | 232,700 |
| NNP-Telfair, L.P. Telfair Section 15 | 433,300 |
| NNP-Telfair, L.P. Telfair Section 21 | 648,600 |
| | <u>\$ 80,681,400</u> |



P.O. Box 1338 Stafford, Texas 77497-1338 (281) 499-1551 Fax (281) 499-1525

Surety: Federal Insurance Company

Agent: McGriff, Siebels & Williams, Inc.
10375 Richmond Avenue #1800
Houston, TX 77042-4143
Marc Boots
(713) 940-6501

DURWOOD GREENE CONSTRUCTION CO.

DETAIL OF BONDS OUTSTANDING

| <u>DESCRIPTION</u> | <u>BOND AMOUNT</u> |
|----------------------------|------------------------|
| HARRIS COUNTY SH 288 | 8,157,431.54 |
| BRAZORIA COUNTY FM 518 | 3,466,546.86 |
| GALVESTON CO SH 146 SUB | 1,685,251.00 |
| BEECHNUT STREET | 1,494,556.20 |
| CITY OF HOUSTON GENERIC 11 | 4,157,355.89 |
| FORT BEND CO FM 2234 | 3,381,847.58 |
| HARRIS COUNTY CROSBY | 3,402,801.50 |
| FORT BEND PARKWAY | 1,107,697.83 |
| RANSOM RD IMPROVE | 3,623,055.25 |
| CITY OF HOUSTON GENERIC12 | 4,276,557.00 |
| SURFACE CORRECTION BOND | 171,062.28 |
| HARRIS COUNTY LEFT TURN | 850,813.29 |
| HARRIS COUNTY TWO ROADS | 723,855.75 |
| HARRIS COUNTY FOUR ROADS | 551,691.00 |
| SUBDIVISION BOND | 308,770.00 |
| SUBDIVISION BOND | 142,900.00 |
| SUBDIVISION BOND | 343,420.00 |
| MAINTENANCE BOND | 34,766.35 |
| MAINTENANCE BOND | 58,202.69 |
| MAINTENANCE BOND | 15,348.45 |
| GREEN CROSSING/PLAZA VERDE | 3,028,987.00 |
| ALIEF I.S.D. STADIUM | 1,867,680.00 |
| HARRIS COUNTY SPRING CAMP | 2,929,373.25 |
| CEDAR SPRINGS | 546,194.20 |
| SPRING TRAILS SEC 18 | 685,912.00 |
| CINCO RANCH S/W SEC 9 | 854,788.00 |
| CINCO RANCH S/W SEC 29 | 473,203.00 |
| OILFIELD RD @ CREEKSTONE | 1,189,165.70 |
| TELFAIR CENTRAL ACCESS RD | 618,256.85 |
| WILLOW CREEK FARMS 1A | 399,971.70 |
| SUBDIVISION BOND | 399,971.70 |
| WESTON LAKES SEC 19 | 412,692.65 |
| CINCO ROSE DR | 314,249.65 |
| SUBDIVISION BOND | 154,770.00 |
| KINGSLAND BLVD. | 797,511.00 |
| WALLER COUNTY FM 359 | 5,833,581.00 |
| GALVESTON COUNTY SH 146 | 1,219,769.00 |
| IRBY COBB BLVD. | 419,963.50 |
| CINCO TERR DR @ FM 1093 | 571,868.60 |
| CYPRESS N. HOUSTON | 1,716,768.10 |
| KINGSLAND BLVD PHASE III | 1,130,471.00 |
| RANCHO BELLA PKWY | 606,406.50 |
| SUBDIVISION BOND | 162,120.00 |
| SUBDIVISION BOND | 303,364.60 |
| FORT BEND SH 99 | 689,662.09 |
| WALLER COUNTY IH 10 | 2,623,136.03 |
| LAKEMONT RIDGE SEC 2 | 459,948.75 |
| SOUTH REHAB-LAKEMONT | 9,920.00 |
| LAKES@HIGHLAND GLN SEC 6 | 541,701.45 |
| 2ND YR MAINTENANCE BOND | 265,700.47 |
| HOUSTON LIVESTOCK SHOW | 2,043,927.00 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|----------------------|---------|----------|----------------|------|
| A-018 | TRACTOR-MOWER | INT'L | 109 | 425-350 | 1973 |
| A-029 | TRACTOR W/4000 GAL | CAT | 613 | 71M4037 | 1975 |
| A-034 | TRACTOR/DOZER | CAT | D7G | 92V4332 | 1977 |
| A-038 | TRACTOR/SHREDDER | DEERE | 4440 | 005961R | 1978 |
| A-039 | TRACTOR W/TANK-WATER | CAT | 613 | 71M3914 | 1978 |
| A-043 | TRACTOR/DOZER | CAT | D7G | 92V11176 | 1983 |
| A-046 | TRACTOR/DOZER | CAT | D7G | 92V11668 | 1984 |
| A-079 | TRACTOR/DOZER | KOMATSU | D65EX-12 | 60732 | 1994 |
| A-086 | TRACTOR/DOZER | CAT | D6RXL | 5LN01232 | 1998 |
| A-087 | TRACTOR/DOZER | CAT | D6RXL | 5LN01375 | 1998 |
| A-088 | TRACTOR/DOZER | CAT | D6RXL | 5LN01321 | 1998 |
| A-090 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096131 | 1999 |
| A-091 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096018 | 1999 |
| A-092 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096025 | 1999 |
| A-093 | SKID STEER LOADER | CAT | 248 | 6LZ01075 | 2001 |
| A-094 | WATER WAGON | CAT | 613C | 92X02215 | |
| A-095 | DOZER | CAT | D6R | DMP00265 | 2002 |
| A-096 | DOZER | CAT | D6R | DMP00270 | 2002 |
| A-097 | DOZER | CAT | D6R | DMP00271 | 2002 |
| A-098 | WHEEL LOADER | KOMATSU | WA180 | A81285 | 2003 |
| A-099 | WHEEL LOADER | KOMATSU | WA180 | A81308 | 2003 |
| A-100 | WHEEL LOADER | KOMATSU | WA180 | A81317 | 2003 |
| A-101 | WHEEL LOADER | KOMATSU | WA180 | A81320 | 2003 |
| A-102 | WHEEL LOADER | KOMATSU | WA180 | A81322 | 2003 |
| A-103 | TRACTOR/DOZER | DEERE | 700H | 914907 | 2003 |
| A-104 | TRACTOR/DOZER | DEERE | 700H | 915106 | 2003 |
| A-105 | TRACTOR/DOZER | DEERE | 700H | 925654 | 2003 |
| A-106 | TRACTOR/DOZER | DEERE | 700H | 929204 | 2004 |
| A-107 | TRACTOR/DOZER | DEERE | 700H | 929208 | 2004 |
| A-108 | WHEEL LOADER | KOMATSU | WA380 | 26801833 | 2004 |
| A-109 | TRACTOR/DOZER | CAT | D6R XW | AEP000361 | 2004 |
| A-110 | TRACTOR/DOZER | CAT | D6RXW | AEP00375 | 2004 |
| A-111 | TRACTOR/DOZER | CAT | D6RXW | AEP00378 | 2004 |
| A-112 | TRACTOR/DOZER | CAT | D6RIIXW | AEP00533 | 2005 |
| A-113 | TRACTOR/DOZER | DEERE | 700 J | T0700JX111758 | 2005 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|----------------------|---------|----------|----------------|------|
| A-004 | WHEEL LOADER | KOMATSU | WA450L-3 | A36231 | 2004 |
| A-005 | WHEEL LOADER | KOMATSU | WA450L-3 | A36233 | 2004 |
| A-006 | WHEEL LOADER | VOLVO | L220E | 3467 | 2005 |
| A-007 | WHEEL LOADER | VOLVO | L220F | 6353 | 2008 |
| A-018 | TRACTOR-MOWER | INT'L | 109 | 425-350 | 1973 |
| A-029 | TRACTOR W/4000 GAL | CAT | 613 | 71M4037 | 1975 |
| A-034 | TRACTOR/DOZER | CAT | D7G | 92V4332 | 1977 |
| A-038 | TRACTOR/SHREDDER | DEERE | 4440 | 005961R | 1978 |
| A-039 | TRACTOR W/TANK-WATER | CAT | 613 | 71M3914 | 1978 |
| A-043 | TRACTOR/DOZER | CAT | D7G | 92V11176 | 1983 |
| A-046 | TRACTOR/DOZER | CAT | D7G | 92V11668 | 1984 |
| A-079 | TRACTOR/DOZER | KOMATSU | D65EX-12 | 60732 | 1994 |
| A-086 | TRACTOR/DOZER | CAT | D6RXL | 5LN01232 | 1998 |
| A-087 | TRACTOR/DOZER | CAT | D6RXL | 5LN01375 | 1998 |
| A-088 | TRACTOR/DOZER | CAT | D6RXL | 5LN01321 | 1998 |
| A-090 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096131 | 1999 |
| A-091 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096018 | 1999 |
| A-092 | TRACTOR/DOZER | KOMATSU | D39P | 4750004P096025 | 1999 |
| A-093 | SKID STEER LOADER | CAT | 248 | 6LZ01075 | 2001 |
| A-094 | WATER WAGON | CAT | 613C | 92X02215 | |
| A-095 | DOZER | CAT | D6R | DMP00265 | 2002 |
| A-096 | DOZER | CAT | D6R | DMP00270 | 2002 |
| A-097 | DOZER | CAT | D6R | DMP00271 | 2002 |
| A-098 | WHEEL LOADER | KOMATSU | WA180 | A81285 | 2003 |
| A-099 | WHEEL LOADER | KOMATSU | WA180 | A81308 | 2003 |
| A-100 | WHEEL LOADER | KOMATSU | WA180 | A81317 | 2003 |
| A-101 | WHEEL LOADER | KOMATSU | WA180 | A81320 | 2003 |
| A-102 | WHEEL LOADER | KOMATSU | WA180 | A81322 | 2003 |
| A-103 | TRACTOR/DOZER | DEERE | 700H | 914907 | 2003 |
| A-104 | TRACTOR/DOZER | DEERE | 700H | 915106 | 2003 |
| A-105 | TRACTOR/DOZER | DEERE | 700H | 925654 | 2003 |
| A-106 | TRACTOR/DOZER | DEERE | 700H | 929204 | 2004 |
| A-107 | TRACTOR/DOZER | DEERE | 700H | 929208 | 2004 |
| A-108 | WHEEL LOADER | KOMATSU | WA380 | 26801833 | 2004 |
| A-109 | TRACTOR/DOZER | CAT | D6R XW | AEP000361 | 2004 |
| A-110 | TRACTOR/DOZER | CAT | D6RXW | AEP00375 | 2004 |
| A-111 | TRACTOR/DOZER | CAT | D6RXW | AEP00378 | 2004 |
| A-112 | TRACTOR/DOZER | CAT | D6RIIXW | AEP00533 | 2005 |
| A-113 | TRACTOR/DOZER | DEERE | 700 J | T0700JX111758 | 2005 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|-------------------|---------|----------|--------|------|
| C-019 | HYDRAULIC CRANE | GROVE | RT58D | 72211 | 1989 |
| C-033 | EXCAVATOR | KOMATSU | PC200LC | A83978 | 2000 |
| C-036 | EXCAVATOR | KOMATSU | PC300 | A85322 | 2003 |
| C-037 | EXCAVATOR | KOMATSU | PC300 | A85826 | 2004 |
| C-038 | EXCAVATOR | KOMATSU | PC200 | A86818 | 2004 |
| C-039 | EXCAVATOR | KOMATSU | PC300 | A86510 | 2005 |
| C-040 | EXCAVATOR | VOLVO | EC330BLC | 10454 | 2005 |
| C-041 | EXCAVATOR | KOMATSU | PC200LC | C60026 | 2006 |
| C-042 | WHEELED EXCAVATOR | VOLVO | EW180C | 120029 | 2008 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|----------------------|------------|--------|------------------|------|
| E-016 | ROAD WIDENER | BARBER GRE | BG 750 | BG750X139 | 1990 |
| E-020 | RECLAIMER/STABILIZER | CMI | RS-500 | 531144 | 1992 |
| E-026 | RECLAIMER/STABILIZER | CMI | RS650 | 543205 | 1999 |
| E-028 | RECLAIMER/STABILIZER | CMI | RS425 | 526245 | 2001 |
| E-030 | COLD PLANER | WIRTGEN | W2000 | 0620120073470300 | 2002 |
| E-031 | SHUTTLE BUGGY | ROADTEC | 2500C | 679 | 2003 |
| E-033 | RECLAIMER/STABILIZER | CMI | RS425B | 526271 | 2004 |
| E-034 | PICKUP MACHINE | CEDAR RAP | MS-2 | 60121 | 2004 |
| E-035 | ASPHALT PAVER | BLAW KNOX | PF3200 | 184766 | 2005 |
| E-036 | COLD PLANER | WIRTGEN | W2100 | 09.21.0167 | 2005 |
| E-037 | ASPHALT PAVER | INGERSOLL | PF3200 | 192505 | 2006 |
| E-038 | ASPHALT PAVER | INGERSOLL | PF3200 | 192080 | 2006 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|----------------------|-----------|----------|--------------|------|
| F-013 | COMPACTOR | CAT | 815 | 17200171 | 1981 |
| F-015 | STEEL WHEEL ROLLER | BOMAG | BW120 | 112763 | 1984 |
| F-018 | PNEUMATIC ROLLER | BOMAG | BW20R | 530000107 | 1986 |
| F-020 | PNEUMATIC ROLLER | INGRAM | 9-6000SA | 578474-SA6 | 1987 |
| F-021 | BROOM | WALDON | | 18375 | 1988 |
| F-022 | PNEUMATIC ROLLER | INGRAM | 9-2800PB | 588684-PB9 | 1988 |
| F-026 | BROOM | WALDON | | 20909 | 1990 |
| F-029 | STEEL WHEEL ROLLER | BOMAG | BW130AD | 101650000830 | 1990 |
| F-033 | BROOM | WALDON | | 22488 | 1993 |
| F-034 | BROOM | WALDON | | 22489 | 1993 |
| F-035 | STEEL WHEEL ROLLER | CAT | CB634B | 5CL00055 | 1994 |
| F-037 | PNEUMATIC ROLLER | DYNAPAC | CP132 | 726BO38 | 1996 |
| F-038 | PNEUMATIC ROLLER | DYNAPAC | CP132 | 726BO46 | 1996 |
| F-039 | SWEEPER ATTACHMENT | | | | |
| F-040 | VIBRATORY COMPACTOR | INGERSOLL | SD70F | 149994 | 1997 |
| F-041 | VIBRATORY COMPACTOR | CAT | CB-6342 | 3BR204 | 1998 |
| F-042 | PADFT VIB COMPACTOR | INGERSOLL | SDI00F | 152649 | 1998 |
| F-043 | SMOOTH VIB COMPACTOR | INGERSOLL | SD100D | 152762 | 1998 |
| F-044 | SHEEP | INGERSOLL | SD70F | 152284 | 1998 |
| F-046 | PADFT VIB COMPACTOR | INGERSOLL | SD70 | 153048 | 1998 |
| F-048 | STEEL WHEEL ROLLER | BOMAG | BW120AD3 | 101170S12775 | 2000 |
| F-049 | PNEUMATIC ROLLER | CAT | PS150B | 3XR00479 | 2000 |
| F-050 | PNEUMATIC ROLLER | CAT | PS150B | 3XR00484 | 2000 |
| F-051 | BROOM | WALDON | S.M. 250 | 28060011 | 2001 |
| F-052 | BROOM | WALDON | S.M. 250 | 28151011 | 2001 |
| F-053 | BROOM | BROCE | RJ350 | 403075 | 2003 |
| F-055 | BROOM | BROCE | RJ350 | 403338 | 2003 |
| F-056 | BROOM | BROCE | RJ350 | 403339 | 2003 |
| F-057 | BROOM | BROCE | RJ350 | 403340 | 2003 |
| F-058 | PADFT VIB COMPACTOR | INGERSOLL | SD100F | 174665 | 2003 |
| F-059 | PADFT VIB COMPACTOR | INGERSOLL | SD100F | 174832 | 2003 |
| F-060 | STEEL WHEEL ROLLER | CAT | CB-534DX | EAA00217 | 2004 |
| F-061 | BROOM | BROCE | RJ350 | 4044295 | 2004 |
| F-062 | SMOOTHVIB COMPACTOR | INGERSOLL | DD90HF | 183997 | 2005 |
| F-063 | SMOOTHVIB COMPACTOR | INGERSOLL | SD70D | 184676 | 2005 |
| F-064 | SMOOTHVIB COMPACTOR | INGERSOLL | SD70DTF | 185329 | 2005 |
| F-065 | PADFT VIB COMPACTOR | INGERSOLL | SD70FTF | 185330 | 2005 |
| F-066 | PADFT VIB COMPACTOR | INGERSOLL | SD70FTF | 185451 | 2005 |
| F-067 | SMOOTHVIB COMPACTOR | INGERSOLL | DD90HF | 193480 | 2007 |
| F-068 | PNEUMATIC ROLLER | INGERSOLL | PT240R | 193530 | 2007 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|-------------------|---------|----------|---------------|------|
| J-004 | MOTOR GRADER | CAT | 12-F | 73G 498 | |
| J-016 | WATER TRUCK | CAT | 613 | 71M3450 | 1975 |
| J-024 | MOTOR GRADER | CAT | 12G | 61M9643 | 1983 |
| J-025 | MOTOR GRADER | CAT | 120 | 87V7080 | 1984 |
| J-026 | SCRAPER | INT'L | 412B | 16381 | 1984 |
| J-028 | SCRAPER | INT'L | 412B | 16471 | 1985 |
| J-029 | MOTOR GRADER | CAT | 12G | 61M12506 | 1988 |
| J-030 | SCRAPER | DRESSER | 412B | 16616 | 1990 |
| J-047 | MOTOR GRADER | CAT | 120H | 4MK00440 | 1998 |
| J-048 | MOTOR GRADER | CAT | 140H | 2ZK2974 | 1998 |
| J-050 | BOX BLADE | DEERE | 210LE | 880848 | 2000 |
| J-051 | BOX BLADE | DEERE | 210LE | 880849 | 2000 |
| J-052 | BOX BLADE | DEERE | 210LE | 880850 | 2000 |
| J-057 | BOX BLADE | DEERE | 210LE | 881024 | 2001 |
| J-059 | BOX BLADE | DEERE | 210LE | 881195 | 2001 |
| J-060 | ARTICULATED TRUCK | VOLVO | A25D | A25DV61018 | 2002 |
| J-061 | ARTICULATED TRUCK | VOLVO | A25D | A25DV61022 | 2002 |
| J-062 | ARTICULATED TRUCK | VOLVO | A25D | A25DV61023 | 2002 |
| J-063 | ARTICULATED TRUCK | VOLVO | A25D | A25DV61024 | 2002 |
| J-064 | ARTICULATED TRUCK | VOLVO | A25D | A25DV61025 | 2002 |
| J-065 | SCRAPER | TEREX | TS14G | S7901067 | 2001 |
| J-067 | SCRAPER | TEREX | TS14G | S7901083 | 2001 |
| J-068 | SCRAPER | TEREX | TS14G | S7901085 | 2001 |
| J-069 | MOTOR GRADER | KOMATSU | 6D655-3C | 50058 | 2002 |
| J-070 | MOTOR GRADER | CAT | 12H | 4XM03164 | 2004 |
| J-071 | BOX BLADE | DEERE | 210LE | 884608 | 2005 |
| J-072 | BOX BLADE | DEERE | 210LE | 884603 | 2005 |
| J-073 | ARTICULATED TRUCK | VOLVO | A25D | 13531 | 2005 |
| J-074 | MOTOR GRADER | CAT | 12HAMZ | AMZ416 | 2004 |
| J-075 | MOTOR GRADER | CAT | 12HAMZ | AMZ404 | 2004 |
| J-076 | SCRAPER | INT'L | 412B | 16439 | 1985 |
| J-077 | TRACTOR/LOADER | DEERE | | LV5525R257103 | 2006 |
| J-078 | BACKHOE LOADER | DEERE | 310J | T0310JX145728 | 2007 |
| J-079 | BOX BLADE | DEERE | 210LE | 888213 | 2007 |
| J-080 | BOX BLADE | DEERE | 210LE | 888214 | 2007 |
| J-081 | BOX BLADE | DEERE | 210LE | 888215 | 2007 |
| J-082 | BOX BLADE | DEERE | 210LE | 888216 | 2007 |
| J-083 | BOX BLADE | DEERE | 210LE | 888217 | 2007 |

Equipment List

| NUMBER | DESCRIPTION | MAKE | MODEL | SERIAL | YEAR |
|--------|---------------------|------------|----------|--------------------|------|
| R-036 | TRAILER WHEEL&FRAME | | | TWF2TC1464099-4286 | 1982 |
| R-038 | WATER TRUCK | FORD | F-600D | 1FDNK64N6CVA46184 | 1982 |
| R-048 | WATER TRUCK | FORD | F-700 | 1 FDNK74N7EVA10920 | 1984 |
| R-062 | GREASE TRUCK | INT'L | 4700 | 1HTSCNEN3MH353232 | 1991 |
| R-068 | FLATBED | INT'L | 4700 | 1HTSCAAMOSH20060 | 1995 |
| R-069 | HAUL TRUCK | PETERBILT | 378TRACT | 1XPFD9X3WN470219 | 1998 |
| R-070 | PUMP TRUCK | MACK | MR6885 | 1MZK189C7WM011611 | 1998 |
| R-072 | WATER TRUCK | FRTLNR | | 1FV6HFAA8YHB43568 | 2000 |
| R-073 | WATER TRUCK | FRTLNR | | 1FV6HFAA8XHB43553 | 2000 |
| R-074 | DISTRIBUTOR | ETNYRE | | 2FZHRJAA4YAB33436 | 2000 |
| R-076 | TRAILER | UTILITY | | | 2000 |
| R-077 | DISTRIBUTOR | STERLINE | | 2FZAAKBV21AH97370 | 2001 |
| R-078 | FLATBED | INT'L | 4700 | 1HTSCAAMXYH309823 | 2000 |
| R-079 | CRASH CUSHION | INT'L | | 1HTSCABM9SH677822 | 1995 |
| R-080 | CRASH CUSHION | INT'L | | 1HTSCABMOSH67782 | 1995 |
| R-081 | CRASH CUSHION | INT'L | | 1HTSCABM2SH677824 | 1995 |
| R-083 | MECHANIC TRUCK | INT'L | | 1HTSCABM72H402689 | 2001 |
| R-085 | GREASE TRUCK | INT'L | 430 | 1HTMMAAN82H524073 | 2002 |
| R-086 | MECHANIC TRUCK | CHEVY | | 1GBJ6H1C32J511245 | 2002 |
| R-087 | GREASE TRUCK | INT'L | | 1HTMKAAN52H541872 | 2002 |
| R-088 | TRAILER | TOP HAT | UTILITY | 9295 | 2002 |
| R-089 | TRAILER | TOP HAT | UTILITY | 4R7BU16202T039297 | 2002 |
| R-091 | TRAILER | UTILITY | JT714TA2 | 24615 | 2003 |
| R-092 | TRAILER | | UTILITY | 4R7BU202X2T041377 | 2002 |
| R-093 | TRAILER | CAR CLASSI | 16CCC | 17XFC1623Y1005312 | 2002 |
| R-094 | TRAILER | LOAD KING | HFT70 | 24887 | 2004 |
| R-095 | HAUL TRUCK | KENWORTH | | 1XKDPBTX04R065907 | 2004 |
| R-097 | MECHANIC TRUCK | KENWORTH | T300 | 2NKMHD6H04M050015 | 2004 |
| R-099 | TRAILER | LOAD KING | 504 TDPS | 5LKL5845251025438 | 2005 |
| R-100 | TRAILER | LOAD KING | 352FB | 5LKL5332951025439 | 2005 |
| R-101 | CRASH CUSHION | GMC | | 1GDE6H1C4YJ502863 | 2000 |
| R-102 | CRASH CUSHION | GMC | | 1GDK7H1C4WJ513164 | 1998 |
| R-103 | WATER TRUCK | CHEVY | | 1GBJ7C1C65F525549 | 2005 |
| R-104 | WATER TRUCK | CHEVY | | 1GBJ7C1C45F525582 | 2005 |
| R-105 | GREASE TRUCK | KENWORTH | | 3BKMHZ7X35F129124 | 2005 |
| R-106 | FLATBED | KENWORTH | | 2NKMHD6H36M138320 | 2006 |
| R-107 | GREASE TRUCK | PETERBILT | | 2NPLHD7X26M630672 | 2006 |
| R-108 | HAUL TRUCK | KENWORTH | T800 | 1XKDPBTX96J145904 | 2006 |
| R-109 | TRAILER | LOAD KING | | 5LKL5335061025523 | 2006 |
| R-110 | CARGO TRAILER | PACE | VN | | 2008 |
| R-111 | CARGO TRAILER | PACE | VN | 47ZFB14268X057753 | 2008 |
| R-112 | FLATBED | FORD | F650 | 3FRNF65C68V044083 | 2008 |