

MEMORANDUM

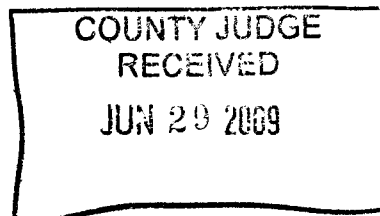
TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 06/23/09. Thank you.

DATE: June 26, 2009

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



6-30-09 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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 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: kaminskd@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.

Initials of Bidder: Jan

- 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 bidders 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.

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- 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.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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 security fence at the Rosenberg Annex, hereinafter referred to as the "Project," as specified herein. Rosenberg Annex is located at 4520 Reading Road, Rosenberg, Texas.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be held on **Thursday, May 28, 2009 at 10:00 AM** in the Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg, Texas. Attendance is not mandatory, but all vendors are encouraged to attend.

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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 one hundred dollars (\$100.00) 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 Library, 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 Library 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 Library after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Library 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%).

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 Library 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 Library may require. This schedule, unless objected to by the Library 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.

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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 ensuring 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.

- 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 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.

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- 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;
- 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.

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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.

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:

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- 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.

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.

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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.

15.3.5 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

Initials of Bidder: Jan

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. 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 Library, 1001 Golfview, Richmond, Texas 77469, Attention: Patty Gonzales, 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.

Initials of Bidder: kan

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.

Initials of Bidder: Kan

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 SPECIFICATIONS:

Fencing specifications are shown on attached drawing. Approximately 160 feet of electrical (wiring and conduit), not indicated on drawings, will be required and must be included in the base price. All electrical work must meet City of Rosenberg code. In addition, the card reader shall be: HID Thin Line II Reader, part #5395 Wiegand interface or equal.

32.0 ENCLOSURE:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plan.

Initials of Bidder: JKW

33.0 PRICING:

Total bid price includes all materials, supplies, equipment, tools, services, labor and supervision necessary to complete site security fencing at the Rosenberg Annex, as described above:

\$ 29,000.⁰⁰

TWENTY NINE THOUSAND Dollars
(amount written in words (this governs))

For Administrative purposes, the above stated bid price is separated into the following components:

Materials: \$ 13,050.⁰⁰

Labor: \$ 15,950.⁰⁰

34.0 ALTERNATE PRICING:

Alternate 1: Additional section of fencing as indicated on drawing

This alternate shall establish the amount to be added to the base proposal for the contractor to provide materials and labor to add additional section of fencing.

\$ 3400.⁰⁰ /amount to be added to base bid

35.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 30 calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Library.

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

FOUR SEASONS DEVELOPMENT CO INC (hereinafter designated Contractor).
(company name)


WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Rosenberg Annex Site Security Fencing** 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 23 day of June 2009.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: JULIAN KUBOCZKA PRESIDENT
Printed Name and Title

Bid 09-085



AIA[®]

Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY: Four Seasons Development Co., Inc.

NAME: Four Seasons Development Co., Inc.

ADDRESS: 5825 W. Sam Houston Pkwy. N
Houston, TX 77041

PRINCIPAL OFFICE: 5825 W. Sam Houston Pkwy. N
Houston, TX 77041

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

TYPE OF WORK: *(File separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other *(Please specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Texas
Commercial General Contractor

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
Texas

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Carpentry - Rough & Finish
Sheetrock
Supervision and Construction Management
Roofing
Concrete Work
Formwork
Remodeling & Repair

§ 3.2 Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 5. FINANCING

On Request

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

James Burg
1440 Campbell Rd. Suite 205

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

QUALIFICATION STATEMENT

PROJECTS		OWNER	ESTIMATED CONTRACT VALUE	DATE OF COMPLETION	PERCENTAGE COMPLETED
08-518	TX DOT FENCE 4,100 LF of 6' Chain Link 10260 Carl Pickering Memorial Conroe, TX 77303	Lone Star Executive Airport 10260 Carl Pickering Memorial Conroe, TX 77303	\$89,640.00	2009	100%
08-493	5,800 LF Expansion Joint Repair 3200 COLLEGE PARK DRIVE Conroe, TX 77384	Lone Star Montgomery College	\$39,537	2009	100%
08-392	Clearing And Grubbing #2 Montgomery County FM 1488 FROM FM 149 - FM 2978	Montgomery County	GERRY LAMB 936-788-8384	2009	90%
	11221 Cutten Rd Building 1 Houston, TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
	11221 Cutten Rd Building 2 Houston, TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
	11221 Cutten Rd Building 3 Houston TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
	11221 Cutten Rd Building 4 Houston, TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
	11221 Cutten Rd Building 5 Houston, TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
	11221 Cutten Rd Building 6 Houston, TX 77066	Homes By Four Seasons 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077	2009	50%
08-172	Champions Building Vista Bank 6461 FM 1960 W Houston, TX 77069	Vista Bank Texas 1415 Louisiana Street Houston, TX 77002	Mark Farnor McCleary German Architects (713) 552-0707 \$2,187,625.00		In Progress
	Brownsville Retail Building 568 Springmart Blvd Brownsville, TX 78526	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077		In Progress

QUALIFICATION STATEMENT

PROJECTS		OWNER	CONTRACT AMOUNT	START COMPLETED	% OF WORK COMPLETED
	Four Seasons Lodge Pearsall, TX 78061	Four Seasons Ranch 5350 FM 2779 Pearsall, TX 78061	Julian Kubeczka 713-466-7077	2009	50%
	Sam Houston Business Park 5821 W Sam Houston Pkwy N Houston, TX 77041	Four Seasons Development Co. 5825 W Sam Houston Pkwy N Houston, TX 77041	Julian Kubeczka 713-466-7077		In Progress
08-156	Clearing And Grubbing FM 1484 BETWEEN FM3083 & FM2432	Montgomery County	GERRY LAMB \$ 583,161.87 936-788-8384	2008	100%
	Metal Building WALLER BUSINESS PARK 41232 PARK 290 DR Building B	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2008	100%
07-359	Deussen Park 12303 Sonnier, Houston, TX. 77044	Harris County 1001 Preston Ave Ste 800 Houston, TX 77002	Mario Rodriguez 713-755-6898 \$449,900.00	AUG-2008	100%
07-343	Sealy Levine Family Park Phase 3	City of Sealy Main Street	Brad Cutright (979) 936-8888 \$165,500.00	FEB-2008	100%
	Metal Building 17,500 SQ FT 41232A PARK 290 DR Building A Hydro solutions	Turullois Family Trust 1050 Alameda Blvd Coronado CA 92118	Turullois Family Trust Gil & Sylvia Turullois 1-619-437-1695	DEC-2007	100%
07-321	Interior Build-out Vista Bank Northwest Gessner Center 14655 N. W. Freeway Suite 103	Vista Bank Texas 1415 Louisiana Street Houston, TX 77002	Tyler Brooks \$79,840.00 713-210-7600 - ph 713-658-9667 - fax tbrooks@vbtexas.com	2007	100%
07-297	FWSD #61 PLANT #4 Clearing & Grubbing 13205 Cypress N. Houston Cypress, TX 77429	Harris County Fresh Water Dist. 2925 Briar Park Dr. Houston, TX 77042	LAN Architects 713-266-6900 \$111,999.99	Jan-2008	100%
07-192	Pump & Power Equipment Metal Building 60' X 200'	Pump & Power Equipment 5285 Schurmier Rd Houston, TX. 77048	Bryan Cepak 713-783-8530 Wk 979-299-9785 Cell \$773,000.00	JUL 2008	100%
07-291	Set up temporary office trailer. Vista Bank 6461 FM 1960 W Houston, TX 77069	Vista Bank Texas 1415 Louisiana Street. Houston, TX 77002	Mike Pfisterer (713) 210-7650 Ph (713) 210-7750 Fax	2007	100%

QUALIFICATION STATEMENT

PROJECT ID	PROJECT DESCRIPTION	OWNER	CONTACT NAME PHONE AMOUNT	DATE COMPLETED	PERCENTAGE COMPLETE
07-205	Cedar Fence Laurel Oaks / TC Jester	Laurel Oaks Home Owners Assn.	EDWARD HART 281-348-6340 \$52,547.41	2007	100%
07-212	Remodels WINGS N' MORE	WINGS N' MORE 5005 FAIRMONT PKWY SUITE100 HOUSTON, TX77505	MATT BOSQUEZ 832-661-7475 \$52,757.21	2007	100%
07-272	Fire Station expansion 7706 FALLBROOK Houston, TX 77086	Harris County WC&ID No 133	AEI Engineering \$161,195.00	2008	In Progress
07-209	Remodels 12955 Emmet Rd Houston, TX	Cytex Plastics 11502 Charles St. Houston, TX. 77041	David Burg 713-937-1300 713-937-1211 - FAX \$207,587.03	2007	100%
	Tilt Wall & Metal Building 50'X300' 10640 Tanner Houston, Texas 77041	Midwest Hose & Specialty	Bob Terral 713-983-9092-wk 713-252-3652-cell 713-983-0262-fax	2007	100%
07-139	Material and Installation of chain link fencing at Five Schools per Specification/Contract	Friendswood ISD 400 Woodlawn, Ste D Friendswood, TX 77546	David Sanders 281-482-2744 281-620-4188 \$ 36,782.31	2007	100%
07-128	M. U. D 368 MAINTENANCE BLDG.	Harris County M. U. D. 368 19412 1/2 Scarlet Cove Dr. Tomball, Tx. 77375-1734	DICK WEILER 281-440-7770 R.D. WEILER \$222,000.00	2007	In Progress
06-209	Dominion Building Products 6849 Fairbanks N. Houston Houston, Texas 77040	Dominion Products 6849 Fairbanks N. Houston Houston, Texas 77040	John Betthausen Phone: 713-456-5790	2007	100%
06-272	T&M Cattle Co. Wrought Iron Gate With Stone Post & Inset	Tom & Mimi Dompier 25 Post Oak Blvd. Houston, Texas 77056 Sugar Land Ranch	Tom & MiMi Dompier \$43,692.22	2006	100%
06-248	722 Sheldon Rd. Site Work	Core Resources 7795 Five Mile Rd. Cincinnati, Ohio 45230	Core Resources \$99,029.40	2006	100%
06-247	Richard Taylor Park improvements 11535 Cypress Wood	Lake Forest Utility District 14223 Lake Forest Dr. Houston, Texas 77070	Ross Crawford 281-350-7027 713-907-7270 \$419,719.85	2006	100%

QUALIFICATION STATEMENT

PROJECTS		DIVISOR	ESTIMATED AMOUNT	DATE COMPLETED	PERCENTAGE COMPLETED
06-231	Levine Family Park - Renovations Phase 2	City of Sealy P.O. Box 517 Sealy, Texas 77474	Mr. John Maresh, City Manager \$ 136,750.00	2007	100%
06-219	Univar AE-50 Commercial Telephone System	Univar 777 Brisbane Houston, Texas 77061	Recie Medlock (713)-644-1601 \$42,774.99	2006	100%
06-216	Install 10019 LF of Chain Link Fencing	Louis Saa 6424 Deihl Houston, Texas 77092	\$15,000.00	2006	100%
06-214	Metal Building 70' X 200' & Land 1.12 acre's 10935 Cutten Rd. Houston, TX. 77066	Detection & Suppression Inc. 5829 W. Sam Houston Pkwy N. Suite 1111 Houston, TX. 77041	Chris Ennis & Mark Thomason \$ 930,950.00	2007	99%
	Metal Building 150' X 70' 10757 Cutten Building #1	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	100%
	Metal Building 150' X 60' 10757 Cutten Building #2	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	100%
	Metal Building 150' X 70' 10757 Cutten Building #3	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	100%
	Metal Building 120' X 60' 10757 Cutten Building #4. Standard Mechanical	Turullois Family Trust 1050 Alameda Blvd Coronado CA 92118	Gil & Sylvia Turullois 1-619-437-1695	2007	100%
	Metal Building 140' X 60' 10757 Cutten Building #5	VF Vimarc 10757 Cutten Rd Building 5 Houston, TX 77066	Nace Peard 281-890-0521 281-890-6492 - fax 281-804-9481 - cell	2007	100%
	Metal Building 140' X 60' 10757 Cutten Building #6	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	In Progress
	Retail Building 55' wide X 275' long 11050 West Little York Building "A"	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	100%

QUALIFICATION STATEMENT

PROJECTS		DIVISION	COMPANY ADDRESS	START COMPLETION	PERCENTAGE COMPLETED
	Retail Building 65' wide X 275' long 11050 West Little York Building "B"	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2007	100%
	Metal Building 125' X 75' X 24' 11050 West Little York Building "C"	VENMAR 11050 West Little York Building "C" Houston, TX. 77041	Jose Rincon (832) 467-4441 \$853,243.63	2006	100%
	Metal Building 125' X 75' X 24' 11050 West Little York Building "D"	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka (713) 466-7077	2006	100%
06-213	Metal Building 75 X 110 Office/ Warehouse And Land .77 acres Building E	Marchal/Stevenson Elevator 11050 West Little York Building E	Debbie Yerex \$ 698,938.00 (713) 961-1940	2006	100%
06-212	New Metal Building & Land Metal Building 150' X 75' Land .766 acres 11050 West Little York Building "F"	Dyna Torque 11050 West Little York Building "F"	Dieter or Andrew Scherfenberg (713) 937-6699 \$763,247.92	2006	100%
	New Metal Building & Land Metal Building Not Built Yet Land 1.042 acres 11050 W. Little York Building G	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077		In Progress
	New Metal Building & Land Metal Building Not Built Yet Land 1.378 acres 11050 W. Little York Building H	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077		In Progress
	New Metal Building & Land Metal Building Not Built Yet Land 1.378 acres 11050 W. Little York Building I	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077		In progress
	New Metal Building & Land Metal Building Not Built Yet Land 1.38 acres 11050 W. Little York Building J	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077	2008	100%
	New Metal Building & Land 11050 W. Little York Building K	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077		In Progress
	New Metal Building & Land 11050 W. Little York Building L	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeczka (713) 466-7077	2007	100%

QUALIFICATION STATEMENT

PROJECTS	OWNER	SCHEDULE		PERCENTAGE	
		ANTICIPATED	ACTUAL	COMPLETED	CONTRACTED
New Metal Building & Land 11050 W Little York Bldg M	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeozka (713) 466-7077		2008	In Progress
New Metal Building & Land 100 X 175 X 24 90 X 30 X 12 11050 W. Little York Building N	Turullois Family Trust 1050 Alameda Blvd Coronado CA 92118	Turullois Family Trust Gii & Sylvia Turullois 1-619-437-1695		2007	100%
06-211 Metal Building 100' X 175' 11050 West Little York Building "P"	ILS Kelly Rapper	Kelly Raper 281-445-7676 1,152,259.54		2007	100%
Metal Building 100' X 175' 11050 West Little York Building "Q"	Four Seasons Development Co. 5825 W. Sam Houston Pkwy N. Houston, Texas 77041	Julian Kubeozka (713) 466-7077		2008	100%
07-258 Metal Building 25,200 sq. ft. 11050 West Little York Building "S"	ILS II Kelly Rapper	Kelly Raper 281-445-7676		2008	100%
Interior Build Out 568 Springmart Boulevard Suite	Stellar Kwall Paint 568 Springmart Boulevard Brownsville, TX			2009	70%
Interior Build Out 11050 W. Little York Suite B-1 5,500 sq.ft.	Stellar Kwall Paint 11050 W. Little York Houston, Texas 77041	Mr. Jeff Child (832) 381-6181		2007	100%
06-170 Build out-Remodel 2430 Albert Broadfoot Bonham, TX. 75418	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child (720) 940-8953 - cell (303) 371-5600 - office		2007	100%
06-156 Remodel Austin Texas Store	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child \$ 15,396.40 (720) 940-8953 - cell (303) 371-5600 - office		2006	100%
06-152 Build out-Addition Dixie Farm Rd. 15327 Gulf Fwy. Suite L Houston, TX.	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child \$ 83,141.41 (720) 940-8953 - cell (303) 371-5600 - office		2006	100%
05-256 Build out-Addition Dixie Farm Rd. 15327 Gulf Fwy. Suite L Houston, TX.	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child \$ 26,000.00 (720) 940-8953 - cell (303) 371-5600 - office		2006	100%

QUALIFICATION STATEMENT

PROJECTS		DIVISION	COMPANIES ADDRESS	START COMPLETION	PERCENT COMPLETION
05-208	Build out-Remodel 1218 N. Dumam Houston, TX.	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child (720) 940-8953 - cell (303) 371-5600 - office	2006	100%
04-169	Interior Build-Out 2703 Hwy. 6 South 4,650 Sq. Ft.	Stellar Kwall Paint 2703 Hwy. 6 South Houston, TX 77082	Mr. Jeff Child \$92,810.00 (720) 940-8953 - cell (303) 371-5600 - office	2004	100%
04-140	Build out-Remodel S.W. Military Drive San Antonio, Texas	Stellar Kwall Paint 635 Rayford Rd. Spring, Texas	Mr. Jeff Child \$ 105,462.16 (720) 940-8953 - cell (303) 371-5600 - office	2005	100%
06-210	Install Portal Monitors Radiation Portals	Port of Houston 111 East Loop North Houston Texas 77029-4327	Mr. Steven De Wolf (713) 670-2400 \$ 189,059.50	2006	100%
06-183	Wrought Iron Fence	Horsepen Bayou M.U.D. 10777 Westheimer Houston, Texas 77042	Horsepen Bayou M.U.D. \$ 50,753.44	2006	100%
06-153	Grant Rd. Clearing & Grubbing	Harris County 1001 Preston Ave. Houston TX. 77002	Mario Rodriguez (713) 755-6898 \$ 64,427.10	2006	100%
06-146	Metal Building 30 X 50 Office Building 80 X 200 Warehouse Bldg. 10 X 10 Breezeway	Spooltech 9325 Hwy 6 North Houston, TX. 77095	Sonny Gardner \$ 1,355,455.00 (713) 937-1400	2006	100%
05-390	Security Desk City Hall	City Of Houston P.O. Box 1562 Houston, TX 77251-1562	Lee Lopez \$ 33,136.45 (713) 437-6127	2006	100%
05-381	Hike & Bike Trail Asphalt Trail 8' wide 3120 linear foot asphalt trail	Harris County MUD #364 3200 SW Freeway, Sta. 2600 Houston, TX. 77027	Kimberly Terrell \$ 188,218.25 (713) 838-7944	2005	100%
05-341	Levee Jogging Trail 2400 Linear Feet of Asphalt Trail	Pecan Grove Municipal Utility District FM 359 & Hwy 249 Fort Bend County, Texas	Bobby Jones \$ 99,002.15 (713) 777-5337	2005	100%
05-335	Hike & Bike Trail Asphalt Trail 8' wide 7702 linear foot asphalt trail	Harris County MUD #365 3200 SW Freeway, Sta. 2600 Houston, TX. 77027	Kimberly Terrell \$ 288,852.35 (713) 838-7944	2005	100%

QUALIFICATION STATEMENT

PROJECTS		DIVISION	GENERAL CONTRACTOR	DATE COMPLETED	PERCENT COMPLETE
05-320	Metal Building 100 x 200 - 20,000. SQ.FT. Building & Land	HOUSTON SPECIAL METALS 10542 Windfern Houston, TX. 77064	Billy Woodruff \$ 923,836.10 (713) 296-4521	2005	100%
05-313	Install Masonry Fence Remove Existing Fence & Gate Install Concrete Block Fence & 10' wide gate	Remington M.U.D. #1 Utility District C/O Municipal Accounts, Inc 1300 Post Oak Blvd., Suite 1600 Houston, Texas 77056	Erick D. Miller Sander Engineering Corp. (713) 784-4830	2006	100%
05-290	Faulkey Gully Hike & Bike Trail Asphalt Trail	Harris County 1001 Preston Ave. Houston TX. 77002	Judy Morales \$ 229,878.15 (713) 755-7034	2005	100%
05-296	2900 Linear Ft. Chain link Fence	City Of College Station 1101 Texas Avenue College Station, TX. 77840	Purchasing Department \$ 11,024.00 (979) 764-3555	2005	100%
05-290	Demo & Build-out	Postal Center 5829 W Sam Houston Pkwy N Suite 901 & 902 Houston, TX 77041	Bob Hugley \$ 350,408.91 (281) 346-2883	2005	100%
05-289	Diez Park Park renovations	City Of Houston P.O. Box 1562 Houston, TX 77251-1562	\$ 128,742.00	2006	100%
05-282	Forest West Park 1,800.L.F. Asphalt Hike & Bike Trail	City Of Houston PO Box 61449 Houston, TX. 77208-1449	Phil Golembiewski, P.E. \$ 84,375.00 (713) 437-6859	2005	100%
05-175	James Driver Park Park Renovations, Renovation of pavilion, park equipment- game tables, basketball court 1/2 Bentley	Harris County 1001 Preston Houston, Texas 77002	Harris County \$251,489.00	2006	100%
05-156	Interior Build-out 8915 Jackrabbit Rd.	TEXCALIBUR, L.L.C. 11116 W. Little York Houston, TX 77041	Brad Leddy \$ 84,523.10 (832) 467-3335	2005	100%
05-141	Storage Retro-Fit Roof, Install Skylights, New Downspouts	HOUSTON MUSEUM OF NATURAL SCIENCE STORAGE 1111 Van Buren Houston, TX	Oscar Ruiz \$ 25,134.00 (713) 725-1889	2005	100%
05-139	Storage Loft Village Fire Dept.	City Of Hedwig Village 901 Carbindale Houston, TX. 77024	Chief Pomier \$ 10,428.00 (713) 465-6007	2005	100%

QUALIFICATION STATEMENT

PROJECT NO.	PROJECT DESCRIPTION	OWNER	CONTRACT AMOUNT	DATE COMPLETED	PERCENTAGE COMPLETED
05-130	City Of Jersey Village Hike & Bike Asphalt Trail	Harris county 1001 Preston Houston, TX. 77002	Judy Morales \$ 141,747.00 (713) 755-7034	2005	100%
05-131	Water Well Wrought Iron Perimeter Fence for Water Well No. 2	INTERSTATE MUD WATER WELL 2929 Briar Park Drive, Suite 600 Houston, TX 77042	Brian Ross \$ 47,095.26 (713) 953-5200	2005	100%
05-130	IX & X Beltway Cost portion for crane Electrical to operate crane	AIR & GAS SYSTEMS, INC. 5829 W. Sam Houston Pkwy N., Suite 907 Houston, TX 77041	IX & X Beltway \$ 26,045.25 (713) 466-7077	2005	100%
05-109	New Wall Construction with Brick Columns P.O. BOX 22167 Houston, TX 77227	ST. GEORGE PLACE P.O. BOX 22167 Houston, TX 77227	David Hawes \$ 151,176.00	2005	100%
05-104	Subdivision Drainage Gordon Island Comigan Subdivision Drainage Improvements	CITY OF PEARLAND 3519 Liberty Drive Pearland, TX 77581	Douglas Kneupper \$ 40,867.77	2005	100%
04-313	Corporate Headquarters 70 x130 Metal Building	RCI 10959 Cutten Rd. Houston, TX. 77066	Tim Winata \$ 475,000.00 (713) 906-5500	2004	100%
04-308	Office/ Warehouse for Uniform rental 200' x 115' Metal Building	TRIPLE D UNIFORM 4031 Southerland Houston Texas 77092	Doug McCullough \$ 2,122,538.11	2005	100%
04-307	Renovations For Tile Company 10105 Gulfbank	THORNTREE 10105 Gulfbank	Stuart Rae \$ 148,261.00 (713) 690-8200	2004	100%
04-293	Clearing & Grubbing Grind & Haul off all timber (lumber)	FERGUSON BEECHNUT L.L.C. 10603 FM 1960 West Houston, TX.	\$ 42,710.03	2004	100%
04-291	Mercer Softball Complex Backstop-Field Fencing	CITY OF TEMPLE 2 North Main Street Temple, TX 76501	\$ 55,095.00 (251) 298-5674	Jun - 2005	100%
04-271	Park Renovations Covered Pavilion, T-Ball Field, Playground equipment	CITY OF SEALY/PROFESSIONAL WOMEN'S PARK 415 East Main Street Sealy, TX 77474	\$ 116,000.00	Jan - 2005	100%

QUALIFICATION STATEMENT

PROJECTS		OWNER	CONTACT ADDRESS	DATE COMPLETED	PERCENT COMPLETED
04-270	Basketball Pavilion/ Painting & Repairs Alief-Amnity Park	Harris County Engineering Dept. 12509 Alief-Clodine Road	Julia Morales \$ 45,710.00 (713) 755-7034	Jun - 2005	100%
04-255	Commercial Build-Out Jewelry Store	I.W. MARKS JEWELERS 2623 Town Center Blvd. Sugarland, TX	Brad Marks \$ 276,593.00 (713) 668-5000	2004	100%
04-246	Metal Building/Brick Faced 70' x 120' Building	BOSTON ENTERPRISES 10955 Cutten Road Houston, TX 77066	John Caruso \$ 446,000.00 (713) 680-2828	2004	100%
04-208	Turning Basin Concrete Repairs on Low Level Road	Port Of Houston Authority PO Box 2562 Houston, TX. 77252-2562	Curtis Rose \$ 150,000.00 (713) 670-2460	2004	100%
04-196	Pavement Replacement Barbours Cut Terminal	Port of Houston 111 East Loop North Houston Texas 77029-4327	Mr. Steven DeWolf \$ 1,000,000.00 (713) 670-2400	Jun - 2005	100%
	Office Warehouse Bldg 5829 W Sam Houston Pkwy N 275,815 sq ft 12 Buildings	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 16,548,000.00 (713) 466-7077	2005	100%
	Office Warehouse 10963 Cutten Rd. 35,450 sq ft	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 2,410,000.00 (713) 466-7077	2005	100%
04-129	Outdoor Pavilion 30' x 30' Octagon Pavilion	CYFAIR ISD/COPELAND ELEMENTARY 10300 Jones Road Houston, TX 77065	Denise Roberts \$ 54,250.00 (281) 897-4022	2004	100%
03-436	Spring Cleaners 23033 Aldine Westfield Metal Building with Dry Cleaner Operation 5,080 SF	Spring Cleaners 23033 Aldine Westfield Spring, TX 77373	M/M Duc Nguyen \$ 487,580.00	2004	100%
03-434	Fence Project Comal County, TX Chain link fencing For County Engineers Office	COMAL COUNTY 178 East Mill New Braunfels, TX 78130	Mr. Robert Boyd \$ 49,400.00 (330) 608-2090	2004	100%
03-428	Clearing & Grubbing Lee Road 59.1 Acres	KENSWICK MEADOWS, LLC c/o Jones Road Houston, TX. 77065 Harris County MUD.# 26	Jones & Carter Engineers \$ 153,000.00 (713) 777-5357	2004	100%

QUALIFICATION STATEMENT

PROJECTS	OWNER	CONTRACT AMOUNT	DATE COMPLETED	PERCENT WORK COMPLETED
03-300 Admin. & Activities Bldg. 14410 Mauna Loa Lane District Administration Building	WINDFERN FOREST UTILITY DIST. 14410 Mauna Loa Lane Houston, TX 77041	Mr. Dick Welfer \$ 690,000.00 (281) 440-7770	2003-2004	100%
03-343 Tennis Courts 16840 FM 2090 Road Caney Creek High School	Conroe I. S. D. 3205 West Davis Street Conroe, TX: 77304	Mr. David Barger \$ 191,200.00 (713) 454-0844	2004	100%
Office Warehouse 2530 FM 1960 East 10,200 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeuczka \$ 650,000.00 (713) 466-7077	2004	100%
03-342 Drive way 1731 Trable Rd. 9,900 sq ft	Tristar Packaging 1731 Treble Rd. Humble, TX. 77338	Mr. Moe Karami \$ 128,556.32 (281) 540-2613	Dec - 1999	100%
03-327 Wrought Iron Fencing 2525 Holly Hall Room 290	Harris County Hospital District 2525 Holly Hall Room 290 Houston, TX. 77054	Mr. Kevin Hudson \$ 93,500.00	Sep - 2003	100%
03-327 Renovations of Man's Restroom 8103 Wade Road Baytown, TX	Harris County 1001 Preston Ave. Houston TX. 77002	Julia Morales \$ 36,458.50 (713) 755-7034	2003	100%
03-237 Northshore Rotary Park 14014 Gainesville Office of Housing & Economic Development	Harris County 1001 Preston Ave. Houston TX. 77002	Mr. Michael Cunningham \$ 485,000.00	2003	100%
03-140 Metal Bldg., Parking Lot Imp. 11502 Charles Street	Cytex Plastics 11502 Charles Street Houston, TX. 77041	Mr. David Burg \$ 90,000.00 (713) 937-1300	2003	100%
03-131 Trench Drains and Ramps Barbours Cut Terminal	Port of Houston 111 East Loop North Houston Texas 77029-4327	Mr. Jack Banowski \$ 88,000.00 (713) 670-2400	2003	100%
03-125 WCID # 33 7614 Fallbrook New 3,300 Sheriffs District Bldg. 20,000 sq ft Parking Area	A&S Engineers 3107 Richmond # 1105 Houston, TX. 77088	George Meriwether \$ 380,000.00 (713) 297-3150	Aug - 2003	100%
Office Warehouse Bldg 1116 W Little York 60,000 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeuczka \$ 3,528,000.00 (713) 466-7077	2003	100%

QUALIFICATION STATEMENT

PROJECTS	OWNER	ESTIMATED AMOUNT	YEAR COMPLETED	% OF WORK COMPLETED
Strip Center 635 Rayford 11,375 sq ft	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 1,137,000.00 (713) 466-7077	2003	100%
Fine Cleaners 11111 W. Little York Rd Metal Building with Dry Cleaner Operation 4,745 SF	Spring Cleaners 23033 Aidine Westfield Spring, TX 77373	Duc And Mai Nguyen (832) 656-5087 \$ 487,580.00	2003	100%
02-204 Recreation Center 10911 Wortham Blvd. Addition, Extensions	WORTHAM VILLAGE H.O.A. 10911 Wortham Blvd. Houston, TX 77065	Mr. Rick Anderson \$ 123,170.00 (713) 975-	2004	100%
02-107 NCI/MBCI Beltway 8 280' x 4' Wrought Iron & gates	DRYMALLA P.O. Box 698 Columbus Texas 78934	Mr. Earl Pitchfork \$ 69,292.80 (409) 732-5731	Feb - 2002	100%
02-104 University of Texas Wrought Iron Fencing	University Housing Complex	Mr. Ed Kutach \$ 157,448.56	2002	100%
01-393 Metro Tire 4501 Campbell Rd. New Building/Foundation	Metro Tire 4501 Campbell Rd. Houston, TX. 77041	Mr. Jose Lozano \$ 197,406.32 (713) 690-7259	Mar - 2002	100%
01-324 1st Choice Auto Auction 825 Rankin Rd. New Building	Wolfenberger Enterprises Inc 4502 Steffani Houston Texas 77041	Mr. Mike Boze \$ 283,484.41 (281) 821-2300	Mar - 2002	100%
01-321 Concrete Pavement For Care Terminal Phase II 15800 Peninsula St	Port of Houston 111 East Loop North Houston Texas 77029-4327	Curtis Rose \$ 227,559.22 (713) 670-2400	Jan - 2002	100%
01-221 New Building /Foundation 11502 Charles St. New Building /Foundation	Cytex Plastics 11502 Charles St. Houston, TX. 77041	Mr. David Burg \$ 158,307.50 (713) 937-1300	Jun - 2001	100%
01-211 Interior Remodel 111 East Loop N. For the Executive Office Bldg	Port Of Houston Authority PO Box 2562 Houston, TX. 77252-2562	Mr. Steven De Wolf \$ 66,824.54 (713) 674-2400	Jan - 2002	100%
Strip Center 12423 Cuffen Road 12,000 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 1,200,000.00 (713) 466-7077	2002	100%

QUALIFICATION STATEMENT

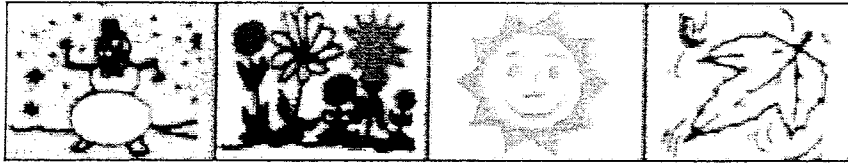
PROJECTS	OWNER	CONTACT PERSON	START COMPLETION	PERCENT COMPLETED
Tilt Wall Building 5825 W. Sam Houston Pkwy. N 10,000 sf Office, 20,000 sf Warehouse	Four Seasons Development Co. 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 2,400,000.00 (713) 466-7077	2001	100%
E & C Group Chain Link, Brick Columns & Cantilever Gate	E & C Group PO Box 630688 Houston, TX. 77268	Harvey Rasbury \$ 64,000.00	Jun - 2001	100%
00-325 St. George Place Brick Walls Columns Gates 5302 Old. Richmond Ave	Iron Wood Homes Houston Texas 77227	R.G. Miller Engineers \$ 407,305.00 713-461-9600	2000	100%
00-285 New Office Building. (M & D Prop.) 6904 Windfern 10,500 sq ft	Fire Proof PO Box 40100 Humble, TX. 77240-0100	Mr. Cari Messana \$ 441,000.00 (281) 540-2613	Jun - 2000	100%
Road paving Improvements Blassingame Road	CITY OF HEMPSTEAD 1125 Austin St. Houston Texas 77445	O'Malley Engineers \$ 448,664.24 (409) 836-7937	Feb - 2000	100%
Port of Houston Terminal #6 at Barbours Cut Concrete Paving-Signs Fabrication & Installation	Port of Houston 111 East Loop North Houston Texas 77029-4327	L.K. Waska/M.Bolender \$ 100,285.00 (713) 670-2400	Jan - 2000	100%
00-284 Village Fire Department 901 Corbindale Fireman Facility	Village Fire Department C/O Joiner Partnership Tow Kingwood Place Kingwood, TX. 77330	Mr. Quentin M. Moore \$ 387,911.07 (713) 468-7941	Mar - 2001	100%
00-252 Glen Haven Estates Section 1 Approx 4,000 sq. ft Fence 17611 kuykendahl Ste. D	E&C Group 17611 kuykendahl Ste.D Spring Texas 77379	Tammy Burton \$ 104,816.00 (281) 655-9800		100%
00-156 Millridge Town homes Various Various fencing and gates	CHARLES MARTIN & ASSOC. 8584 Katy Freeway Ste.103 Houston Texas 77024	Paul Silverman \$ 50,000.00 (713) 467-8933	Mar -2002	100%
City Of Houston Various Various types of fencing	City Of Houston PO Box 61449 Houston, TX. 77208-1449	Daniel Malachowski \$ 125,000.00	Mar - 2002	100%
NCI / MBOI 7301 Fairview 96,856 sq.ft. Slab & Concrete	NCI / MBOI 7301 Fairview Houston Texas 77041	Don Shockey \$ 146,609.76 (713) 466-7788	Dec - 1999	100%

QUALIFICATION STATEMENT

PROJECTS	OWNER	CONTRACT AMOUNT	DATE COMPLETED	% OF WORK COMPLETED
Insurance Auto Auction 6875 Will Clayton Pkwy. Fencing and Crushed Concrete Parking Lot	Aaron Constr. Of Kansas 13830 Santa Fe Trail Ste. 107 Levena Kansas, 66215	Mr. Steve La Point \$ 202,048.00 (913) 438-3855	Jul - 1999	100%
99-332 Office Building 11502 Charies St. 100 X 100 sq ft	Cytex Plastics 11502 Charies St Houston, TX. 77041	Mr. David Burg \$ 245,243.25 (713) 937-1300	May - 1999	100%
99-331 Bay Area Park Improvements 7500 Bay Area Blvd. Irrigation, Concrete & Pavilion Foundation	Harris County 1001 Preston Ave. Houston TX. 77002	Ms. Jeanine Hopkins \$ 166,460.50 (713) 467-8933	Oct - 1999	100%
99-318 New Office Building 4420 Creekmont Approx. 5,500 sq ft	National Flange & Fitting 4420 Creekmont Dr Houston, TX. 77091	Mr Alois Keilers \$ 403,183.56 (713) 688-2515	Aug - 1999	100%
Office Warehouse Bldg 6830 N. Eldridge 162,750 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 972,200.00 (713) 466-7077	1998	100%
Office Warehouse Bldg 6125 West Sam Houston 162,750 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 972,200.00 (713) 466-7077	1997	100%
Port of Houston Barbours Cut Gate replacements	Port Of Houston Authority 111 East Loop North Houston Texas 77029-4327	L.K. Waska/M.Bolender \$ 45,720.00 (713) 670-2400	1996	100%
Frank O. Mancuso Sports Complex Fencing, Lighting, Dugouts, Irrigation, Bleachers	El Franco Lee Park Harris County Precinct One 9400 Hall Road Houston, TX 77089	Harris County Pct#1	1996	100%
Office Warehouse Bldg 8807-8811-8815 Emmott Rd. - 97,030 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 582,000.00 (713) 466-7077	1993-1994	100%
Dept. of Public Utilities Pavement Improvements approx. 22,000 sq.ft. 203 Mc.Gowen	City of Houston P.O. Box 61489 Houston Texas 77208-1489	W. Burkett \$ 99,990.00 713-260-0800	1994	100%
Office Warehouse Bldg. 9230 Keough 19,656 sq ft	Four Seasons Business Park 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ 95,000.00 (713) 466-7077	1987	100%

QUALIFICATION STATEMENT

PROPERTY	OWNER	OWNER'S NET WORTH	DATE	PERCENTAGE
Administration & Shop Building 201 East Way Drive 56,200 sq. ft. & 4,800 sq.ft.	Baytown Fire Administration 201 East Way Drive Baytown, TX. 77520	William T. Burge \$ 800,000.00	Mar - 1987	100%
Softball Complex Jones Rd.	Sportsman's Park Jones Road Houston, TX.	Sportsman's Park \$ 444,266.00	Apr - 1981	100%
Union Pacific Railroad Various Address Various Fencing And Gates	Union Pacific Railroad 1800 Farnam St. Omaha Nebraska, 68102	Phil Myers/Sal Hurtado \$ 100,000.00 (402) 599-1112		100%
Mini Storage 6818 Windfern	Four Seasons Properties 5825 West Sam Houston Pkwy N Houston, TX. 77041	Julian Kubeczka \$ (713) 466-7077		100%

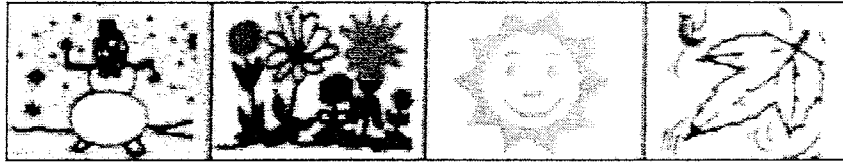


Four Seasons Development Company, Inc.



5825 W. Sam Houston Pkwy. N. Houston Texas 77041

Phone: 713-466-7077 Fax: 713-896-4775



Four Seasons Development Co., Inc.

We would like to introduce you to our company, Four Seasons Development Co., Inc. which was formed in June of 1980, and incorporated in 1983.

Our pride is in our work, constantly striving to better our Quality and Service for our customers. We maintain a Competitive attitude in pricing on all jobs, big or small.

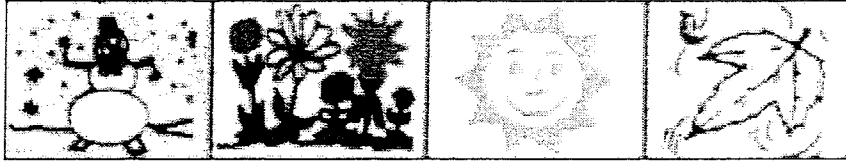
At Four Seasons we look forward to helping you. An estimate or proposal will be made upon request.

Log onto our website at:

www.fourseasonsdevelopmentco.com

Julian Kubeczka – President

Four Seasons Development Co., Inc.



Company Profile

Four Seasons Development Co., established in 1980, is a full-service construction company that provides professional services both in Houston and outer lying areas. The company's reputation has been based on the it's ability to provide quality design with the budget restraints while maintaining efficiency throughout the construction documentation and construction administration phase.

The company's expertise and focus remains in a diversity of markets, which include: commercial office building, retail, large shopping centers and malls, restaurants, multi-family, banks, institutional, industrial warehouses, religious facilities and custom homes. Our experience in designing such diverse projects has given us the expertise in the field of planning, budgeting and building technology.

We believe that confidence and loyalty are gained by the following attributes:

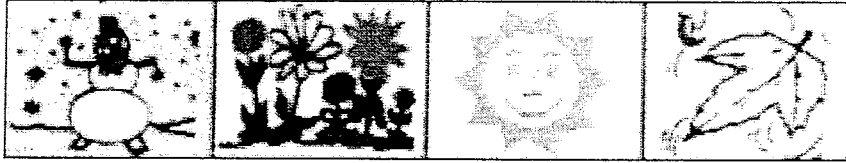
- Innovation in design to meet the client's needs and market conditions
- On-time project delivery from stringent schedules
- Familiar and successful with city permitting process and requirements
- Providing quick response and innovative solutions to problems throughout the construction phase
- Understanding the construction process, requirements, industry standards and code requirements
- A strong knowledge in the real estate market

We recognize that our clients may have limited experience in building planning, therefore; we make every effort to guide them through all phases of the building development process.

At Four Seasons, we dedicate our efforts to our clients' success.

Philosophy

Our Philosophy is that we believe the success of any project depends on the effectiveness of communication, attitude, quality of service and our responsiveness to our clients needs. We treat each client as a "partner" in that our focus is to maximize our client's profitability and business success



Services

Pre-Design Services

Programming
Feasibility Studies
Building Systems Evaluations
Site Utility Studies
Site Evaluation and Due Diligence Studies
Team Assembly Assistance
Project Development Scheduling
Code Consultation/Reviews
Existing Facility Surveys/Electronic Media
Drawings
Project Budgeting/Cost Control

Construction Services

Construction Administration
On-Site Reviews

Project Types

Facility Master Planning
New Construction
Renovations
Additions
Technology Updates
Interior Design/Furniture Placement
Code Regulatory/ADA Compliance

Our commitment to service,
attention to detail and strong
project follow-through characterize
the Four Seasons approach

Delivery Methods

Design Build
Design Bid Build
Fast Track



CERTIFICATE OF LIABILITY INSURANCE

OF 10, WIDE
FOURS-2

DATE (MM/DD/YYYY)

08/11/08

PRODUCER Spring Insurance Agency 6605 Cypresswood Dr. Suite 400 Spring TX 77379 Phone: 281-376-6064 Fax: 281-370-2925		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Four Seasons Development Company, Inc 1825 W. Sam Houston Houston TX 77041		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Southern Insurance Co	
		INSURER B: Republic Underwriters Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CMP5614709-04	08/25/08	08/25/09	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
B B B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	BAP5641376-04	08/25/08	08/25/09	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BAP5641376-04	08/25/08	08/25/09	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	BAP5641376-04	08/25/09	08/25/09	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	UMB5641377-04	08/25/08	08/25/09	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS \$
					OTHER \$
	OTHER				EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2008

PRODUCER Robert Ellison Allstate Insurance Company 6578 Hwy 5 N Ste 106 Houston, TX 77054-1848	THIS CERTIFICATION 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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Four Seasons Development Co., Inc 5825 W Sam Houston Pkwy N Houston, TX 77041	INSURER A: Texas Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDL LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LDC				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCEEDS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF 000126 127 01	07/18/2008	07/18/2009	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Service # 38998

CERTIFICATE HOLDER	CANCELLATION 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:



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Four Seasons Development Company, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Fort Bend County as obligee, hereinafter called the Obligee, in the sum of 5% Greatest Amount Bid--- Percent (5% G.A.B.--) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Security Fencing.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 4th day of June, 2009.

Four Seasons Development Co., Inc.
(Principal)

BY: _____

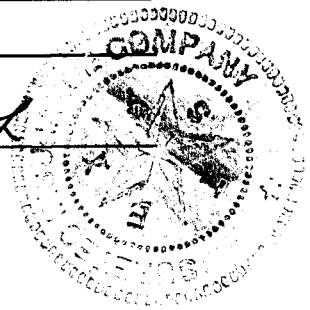
TITLE: _____

PRESIDENT

SureTec Insurance Company

BY: _____

Kimberly J. Smith
Kimberly J. Smith, Attorney-in-Fact



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Steve Berry, Nancy T. Berry, Kimberly J. Smith, Morris D. Plagens Jr., Barbara A. Burcham

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

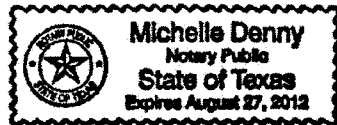


SURETEC INSURANCE COMPANY

By: *B.J. King*
B.J. King, President

State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

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

Given under my hand and the seal of said Company at Houston, Texas this 4th day of June, 2009, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-6800, any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint:

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

You may also write to the Surety at:

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

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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

Terrorism Risks Exclusion

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

Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Warranty Limitation Rider

In no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty five months after the date on which Subcontractor either substantially completed its work or breached the Subcontract, whichever is the first to occur. Notwithstanding anything in the bond form or underlying contract(s) to the contrary, increases in the bond's penal sum in excess of twenty percent require express written consent by the Surety.