

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on August 24, 2010. Thank you.

DATE: September 8, 2010

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

8/24 Court
AGENDA ITEM

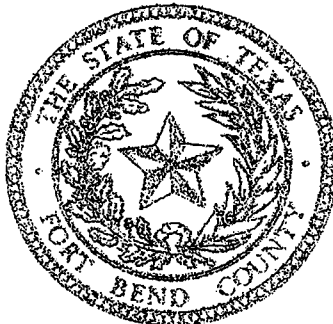
34D Bid #10-115

D5 Bid #10-113

→ Co. Clerk 9-15-10

9-15-10 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas
Invitation for Bid**



**Construction of Ditch H Extension to Oyster Creek
for Fort Bend County
BID 10-113**

SUBMIT BIDS TO:

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

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, August 12, 2010
1:30 PM (Central)

MARK ENVELOPE:

Bid 10-113
Ditch H

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax: 281-341-8645

Prepared: 07/09/10
Issued: 07/21/10

Vendor Information

JERDON ENTERPRISE, L.P.

Legal Name of Contracting Company

1 _____ Corporation) or Social Security Number (Individual)

281-261-5000

Telephone Number

281-261-5500

Facsimile Number

13403 REDFISH LANE

Complete Mailing Address (for Correspondence)

STAFFORD, TX 77477

City, State and Zip Code

SAME

Complete Remittance Address (if different from above)

SAME

City, State and Zip Code

BRUCE WHITE, PRESIDENT

Authorized Representative and Title (printed)

estimating@jerdonlp.com

Authorized Representative's Email Address



Signature of Authorized Representative

BY: JERDON HOLDING, LLC, GENERAL PARTNER

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

BID

Date: AUGUST 12, 2010

Section 00300

BID

Bid of JERDON ENTERPRISE, L.P., of the County of FORT BEND, and State of TEXAS, an individual proprietorship, a corporation organized and existing under the laws of the State of Texas, or a partnership consisting of (SEE ATTACHED COMPANY OWNERSHIP DOCUMENT), for "Construction of Ditch H Extension to Oyster Creek for Fort Bend County Drainage District, Fort Bend County, Texas.

To: Fort Bend County Drainage District
Attention: Mr. Dwayne Grigar
c/o Brown & Gay Engineering, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042

Undersigned Bidder represents and warrants as follows:

1. That bidder has carefully examined and understands the INSTRUCTIONS TO BIDDERS, this BID, the AGREEMENT, its GENERAL CONDITIONS, SPECIAL CONDITIONS, the TECHNICAL SPECIFICATIONS, and the PLANS for the Work hereinabove described and referred to in the INVITATION TO BIDDERS, hereafter called "BIDDING DOCUMENTS," requesting BIDS on said Work, dated AUGUST 12, 2010, and also that Bidder has followed the instructions on bidding with respect to any apparent conflicts in the BIDDING DOCUMENTS and agrees that the BIDDING DOCUMENTS are sufficient in design and in detail for the construction of the Work described therein; and that Bidder's BID is correct and constitutes an offer to perform each element of the Work under the terms and conditions of the BIDDING DOCUMENTS in consideration of the prices bid for each element of the Work, which BID upon acceptance by the OWNER will form a legally binding contract between the parties; and
2. That Bidder has carefully examined the location where the Work will be performed, and has carefully considered the availability of labor, equipment and materials, the laws and regulations which apply to the Work and the methods, manner and means whereby Bidder will carry out the Work, and has otherwise followed carefully the instructions on bidding furnished to the Bidder in connection with the solicitation of BIDS; that Bidder's authorized representative attended the pre-bid conference; and that Bidder has received and understood all addenda to the BIDDING DOCUMENTS prior to the submission of its BID; and
3. That Bidder is able to furnish, if awarded a contract, PERFORMANCE AND MAINTENANCE BOND and PAYMENT BOND as required by the BIDDING DOCUMENTS and a Certificate of Insurance evidencing the coverages required in the BIDDING DOCUMENTS which names the OWNER and the ENGINEER as Additional Insureds where required; and

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

BID

4. That Bidder is duly qualified to carry on its business in the state where the Work is situated; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the Work in accordance with the BIDDING DOCUMENTS; is fully qualified and has experience in performing Work of the same type as the Work covered by the BIDDING DOCUMENTS; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all Work upon which he BIDS and complete the said Work within the time stated and for maintaining same as required for the following prices:

The total amount bid equals the total of the following items, each of which shall be billed separately by CONTRACTOR to OWNER:

- a. \$ 450,000⁰⁰ Incorporated Material
b. \$ 120,000⁰⁰ Non-Incorporated Material
c. \$ 1,338,772²² All other costs and fees

The amounts set forth above are current estimates by CONTRACTOR of the amounts that will be determined during the progress of the Work. The separated Final Progress billing from CONTRACTOR to OWNER shall reflect the actual amounts expended for the items enumerated in (a), (b), and (c) above.

The undersigned agrees to begin Work within **10 calendar days** after written notice to commence Work has been given him by ENGINEER. The undersigned also agrees to complete the Work within **180 calendar days** after the date of the written notice to commence Work.

Receipt and acknowledgement of the following Addenda to the BIDDING DOCUMENTS are hereby made:

Addendum No. 1

Dated 8/10/2010

Addendum No. _____

Dated _____

Addendum No. _____

Dated _____

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

BID

Enclosed with this BID is the required bid security in the form of a BID BOND in the amount of \$ 5% OF A.B.. The undersigned agrees that this amount is the measure of liquidated damages which OWNER will sustain by the failure of the undersigned to execute and deliver the above-named Contract and Bonds, and further agrees that this check shall be collected and retained by OWNER as liquidated damages in the event this BID is accepted by OWNER within **90 calendar days** after the date of the opening of BIDS and the undersigned fails to execute the Contract and the required Bonds with OWNER with the conditions hereof, within **7 calendar days** after the date CONTRACT DOCUMENTS are received by the undersigned, otherwise said check shall be returned to the undersigned in accordance with the provisions of the INVITATION TO BIDDERS.

JERDON ENTERPRISE, L.P. ATTEST: Maria D. Premont
Name of Bidder (SEAL, if Bidder is a Corporation)
BY: JERDON HOLDING, LLC, GENERAL PARTNER MARIA D. PREMONT, ADMIN. ASST.
By: Bruce White Address: 13403 REDFISH LANE
Name: BRUCE WHITE City, State: STAFFORD, TX 77477
Title: PRESIDENT County: FORT BEND
Date: 8/12/2010 Telephone: 281-261-5000

Insurance Carrier: INSUREPOINTE OF TEXAS, INC.
State of incorporation: TEXAS
Local agent: LARRY MANTON
Agent's address: 2909 HILLCROFT, SUITE 600
HOUSTON, TX 77057
Agent's telephone: 713-964-0022 EXT. 131

Surety Company: HARTFORD FIRE INSURANCE COMPANY
State of incorporation: CONNECTICUT
Local agent: MR. LEE RAUCH OF INSURANCE ALLIANCE
Agent's address: 1776 YORKTOWN, STE. 200
HOUSTON, TX 77056
Agent's telephone: 713-966-1729

**DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION**

BID DOCUMENT

Item No.	Specification Section No.	Item Description ⁽²⁾	Unit	Quantity	Unit Price ⁽¹⁾	Total
GENERAL						
1	01502	Mobilization	Lump Sum	1	250,000.00	250,000.00
2	02233	Clearing and Grubbing, Complete in Place	Acre	1	7,500.00	7,500.00
3	01570	Pollution Prevention Implementation Including Maintenance, Inspections, and Reporting for All Pollution Prevention Measures as Shown on the Plans, Complete in Place	Lump Sum	1	7,000.00	7,000.00
4	01570	Furnish and Install 3' Deep Concrete Truck Washout, Complete in Place	Square Yard	12	25.00	300.00
5	01570	Furnish and Install Reinforced Filter Fabric Fence per Plans and Specifications, Complete in Place	Linear Foot	805	2.00	1,610.00
6	01575	Furnish and Install 8" Stabilized Construction Access per Plans and Specifications, Complete in Place	Square Yard	120	7.00	840.00
7	01555	Furnish, Install, Maintain Traffic Control Devices and Appurtenances, in Accordance With Texas Manual on Uniform Traffic Control Devices (Latest Edition), Including Flagmen, Complete in Place	Lump Sum	1	10,000.00	10,000.00

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

Item No.	Specification Section No.	Item Description ⁽¹⁾	Unit	Quantity	Unit Price ⁽¹⁾	Total
HYDRAULIC CONTROL STRUCTURE AND APPURTENANCES						
8	01578	Excavation Dewatering	Day	120	1,100.00	132,000.00
9.A	02315	Excavation	Cubic Yard	15,143	9.50	143,858.50
9.B	02315	Stockpiling Excavated Material on Site	Cubic Yard	18,172	0.01	181.72
9.C	02315	Off Site Disposal of Excavated Material	Cubic Yard	18,172	1.00	18,172.00
10	02376, 03210, 03310, 03350, 03390	Furnish and Install Class "C" Concrete for U-Frame Channel Bottom Slab With Reinforcing Steel (30" Depth) and pressure Relief Valve, Complete in Place	Square Yard	762	240.00	182,880.00
11	02376, 03210, 03310, 03350, 03390	Furnish and Install Class "C" Concrete for Channel Lining With Reinforcing Steel, Complete in Place	Square Yard	1,819	50.00	90,950.00
12	02376, 03210, 03310, 03350, 03390	Furnish and Install Class "C" Concrete for Spillway Lining With Reinforcing Steel (10" Depth), Complete in Place	Square Yard	1,034	65.00	67,210.00
13	02832, 03310, 03316	Furnish and Install Cast-In-Place Concrete U-Frame Channel Wall, Complete in Place (Wall C&D)	Square Foot	2,822	26.00	73,372.00
14	02832, 03310, 03316, 02259	Furnish and Install Cast-In-Place Concrete Retaining Wall, Complete in Place (Wall E&F)	Square Foot	3,170	55.00	174,350.00
15	02832, 03310, 03316, 02260	Furnish and Install Cast-In-Place Concrete Retaining Wall, Complete in Place (Wall A&B) (Includes Temporary Shoring)	Square Foot	1,310	65.00	85,150.00
16	02832, 03310, 03317, 02316, 02260	Furnish and Install Cast-In-Place Concrete Headwall, Complete in Place (Includes Temporary Shoring)	Square Foot	1,603	65.00	104,195.00
17	03210, 03310, 03350, 03390	Furnish and Install Class "C" Concrete for Baffle Blocks, Complete in Place	Cubic Yard	23.6	1,100.00	25,960.00
18	03210, 03310, 03350, 03390	Furnish and Install Class "A" Concrete for Pedestrian Bridge, Complete in Place (Includes Bridge Deck and Columns)	Lump Sum	1	30,000.00	30,000.00
19	02465, 03310	Furnish and Install 18" Drilled Shaft, Complete in Place	Linear Foot	225	83.00	18,675.00

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

Item No.	Specification Section No.	Item Description ⁽¹⁾	Unit	Quantity	Unit Price ⁽¹⁾	Total
20	03210, 03310, 03350, 03390, 02321	Furnish and Install 10' x 10' RCB Cast-in-Place Extension to Headwall (Includes Cement Stabilized Backfill)	Linear Foot	90	1,400.00	126,000.00
21	02378	Furnish and Install 18", Grade 1 Rip Rap (Stilling Basin), Complete in Place	Square Yard	300	33.00	9,900.00
22	02827, 05500	Furnish and Install Hand Railing, Complete in Place	Linear Foot	620	41.00	25,420.00
23	02840, 05500	Furnish and Install Metal Beam Guard Fence, Complete in Place	Linear Foot	350	22.00	7,700.00
24	02840, 05500	Furnish and Install Terminal Anchor Section for Metal Beam Guard Fence, Complete in Place	Each	1	800.00	800.00
25	02840, 05500	Furnish and Install Guardrail End Treatment for Metal Beam Guard Fence, Complete in Place	Each	1	2,500.00	2,500.00
26	05500	Furnish and Install Steel Sheet Pile (AZ-12), Complete in Place	Square Foot	4,500	27.00	121,500.00
27	05500	Furnish and Install Galvanized Steel Trash Rack Frame w/Supports, Complete in Place	Pound	11,612	2.50	29,030.00
STORM SEWER						
28	02260	Furnish and Install Trench Safety System for Storm Sewer Construction, Complete in Place	Linear Foot	132	1.00	132.00
29	02611	Furnish and Install 72-Inch RCP, Complete in Place	Linear Foot	132	310.00	40,920.00
30	2633	Furnish and Install 72-Inch Tideflex TF-1 Chack Valve w/Thimble Plate, Complete in Place	Each	1	80,000.00	80,000.00
31	02081, 02082, 02084, 02631	Furnish and Install Type C Manhole for 72" RCP, Complete in Place	Each	1	8,000.00	8,000.00
32	02631	Furnish and Install Crushed Stone Manhole Foundation for Wet Conditions, Complete in Place	Each	1	500.00	500.00
33	02631	Furnish and Install Bedding and Backfill for Wet Conditions, Complete in Place	Linear Foot	132	4.00	528.00

BID DOCUMENT

DITCH H EXTENSION TO OYSTER CREEK
PROJECT SPECIFICATION

Item No.	Specification Section No.	Item Description (2)	Unit	Quantity	Unit Price (1)	Total
YARD AREA AND ACCESS ROAD						
34	02315, 02336	Compact Subgrade, Complete in Place	Square Yard	699	1.00	699.00
35	02336	Furnish and Install 8" Lime Subgrade Stabilization (25 lbs/SY for bid), Complete in Place	Ton	9	375.00	3,375.00
35	02714	Furnish and Install 8-Inch Crushed Limestone Flexible Base, Complete in Place	Square Yard	699	10.00	6,990.00
36	02821	Furnish and Install 8-ft Chainlink Fence per Plans, Complete in Place	Linear Foot	568	18.00	10,224.00
37	02821	Furnish and Install 18-ft Chainlink Fence Gate per Plans, Complete in Place	Each	1	1,450.00	1,450.00
38	01572, 02921	Furnish and Install Hydromulch Seeding of all Disturbed Areas, Complete in Place	Acre	2	950.00	1,900.00

1,901,722.22
1,902,722.22
~~1,901,522.22~~ BW

Total Base Bid Items

Less Items 9, B, 9, C and 34-37 (possible Fort Bend County work)

\$ (39,641.72)

Total Supplemental Items

\$ 7,000.00

Total Amount Bid

(Base Bid and Supplemental)

\$ 1,908,772.22

Notes:

(1) In the event of a discrepancy, this column shall govern.

(2) The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.

DITCH H EXTENSION TO OYSTER CREEK

SUPPLEMENTAL ITEMS

Item no.	Section no.	Item description	Unit	Unit Quantity	Unit Price	Total Amount Bid
SUPPLEMENTAL ITEMS						
EX.01	02315	Extra Excavation and Offsite Disposal	CY	5,000	1.00	\$ 5,000.00
EX.02	02318	Extra excavation around obstructions	CY		10.00	0.00
EX.03	02318	Extra hand excavation	CY	400	5.00	\$ 2,000.00
EX.04	02318	Extra machine excavation	CY		10.00	0.00
EX.05	02318	Extra placement of granular fill	CY		20.00	0.00
EX.06	02318	Extra cement-stabilized sand	CY		30.00	0.00
EX.07	02320	Extra disposal of unsuitable material and import and place select fill	CY		30.00	0.00
EX.08	03315	Extra class "A" concrete with or without forms	CY		500.00	0.00

\$ 7,000.00

Subtotal Supplemental Items

7

FAXED
8-10-10

COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

August 10, 2010

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 10-113 - Construction of Ditch H Extension to Oyster Creek.

Please replace pages with amended pages.

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

JERDON ENTERPRISE, L.P.

Company Name

Signature of person receiving addendum

8-10-2010

Date

BRUCE WHITE, PRESIDENT

BY: JERDON HOLDING, LLC, GENERAL PARTNER

If you have any questions please contact this office.

Debbie Kaminski

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Client#: 11257

JEREN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurepointe of Texas, Inc. 2909 Hillcroft Ste #600 Houston, TX 77057 713 964-0022	CONTACT NAME: Marsha Trasp PHONE (A/C, No, Ext): 713 964-0022 FAX (A/C, No): 713 964 0044 E-MAIL ADDRESS: mtrasp@insurepointe.com PRODUCER CUSTOMER ID #: JEREN														
INSURED Jerdon Enterprise, L.P. 13403 Redfish Drive Stafford, TX 77477	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Lloyds Company</td> <td></td> </tr> <tr> <td>INSURER B : Charter Oak Fire Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C : Commerce & Industry Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D : Farmington Casualty Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Lloyds Company		INSURER B : Charter Oak Fire Ins. Co.		INSURER C : Commerce & Industry Ins. Co.		INSURER D : Farmington Casualty Company		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 10-11 ALL

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CO1358R63999	06/30/2010	06/30/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1342R746	06/30/2010	06/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	Y	Y	BE4891232	06/30/2010	06/30/2011	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB1363R637	06/30/2010	06/30/2011	<input checked="" 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
A	Equipment Floater Installation Fltr			QT6608173N915	06/30/2010	06/30/2011	\$500,000 Rented/Leased \$2,000,000 Per Job Site

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Description of Operations/location/vehicles/additional remark schedule:

Certificate Holder is named as Additional Insured under General Liability and Automobile Policies as

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

**BID PURPOSES ONLY

 #####
 #####

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam J. King

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DESCRIPTIONS (Continued from Page 1)

required by written contract and provided with Waiver of subrogation under General Liability, Automobile and Workers Compensation Policy as required by written contract. Umbrella is Follow Form Subject to Policy Terms & Conditions. General Liability coverage is Primary over any other insurance available to the Additional Insureds.



REFERENCES

Job#	Project Owner	Amount	Engineer/Architect	Project Description
5248	CITY OF SAN ANTONIO PO BOX 839966 SAN ANTONIO, TX 78283 RICHARD GROCHOWSKI, P.E. 210-207-7640 210-207-2090 Fax	\$3,182,751	CIVIL ENGINEERING CONSULT. 11550 IH 10 WEST, STE. 395 SAN ANTONIO, TX 78230 KYLE GASS, P.E. 210-641-9999 210-641-6440 Fax	EAGLELAND / RIVER WALK LINK PEDESTRIAN PHASE 12/09 to Present
5223	CITY OF SAN ANTONIO PARKS & RECREATION DEPT PO BOX 839966 SAN ANTONIO, TX 78283 BILL PENNELL 210-207-4082 210-207-2720 Fax	\$3,023,796	FERNANDEZ, FRAZER, WHITE & ASSOCIATES, INC. 11824 RADIUM SAN ANTONIO, TX 78216 DONALD WHITE 210-377-0774 210-366-0376 Fax	SOUTHSIDE LIONS PARK DAM & SPILLWAY REHABILITATION 6/08 to 6/10
5241	CITY OF SUGAR LAND 2700 TOWN CENTER SUGAR LAND, TX 77479 MICHAEL J. WILKINSON 281-275-2357 281-275-2360 Fax	\$428,483	DANNENBAUM 3100 W. ALABAMA ST. HOUSTON, TX 77098 SANDY LASSER, P.E. 713-520-9570 713-527-6456 Fax	COVINGTON WOODS SUBDIVISION DRAINAGE IMPROVEMENTS 8/09 to 3/10

JERDON ENTERPRISE, L.P.
COMPANY OWNERSHIP DOCUMENT

5% Owner(s)

Name: Gerald Stanley & Donna Marie Brown 37.8%

Business Address (No./Street)	<u>13403 Redfish</u>
(City/State/Zip Code)	<u>Stafford, TX 77477</u>
Telephone Number	<u>281-261-5000</u>
Email Address (Optional)	<u></u>
Residence Address (No./Street)	<u>2711 Palmetto Bend</u>
(City/State/Zip Code)	<u>Richmond, TX 77469</u>
Telephone Number	<u>281-341-7700</u>
Email Address (Optional)	<u></u>

Name: Michael Bruce White 18.14970%

Business Address (No./Street)	<u>13403 Redfish</u>
(City/State/Zip Code)	<u>Stafford, TX 77477</u>
Telephone Number	<u>281-261-5000</u>
Email Address (Optional)	<u></u>
Residence Address (No./Street)	<u>2611 Garcitas Creek</u>
(City/State/Zip Code)	<u>Richmond, TX 77469</u>
Telephone Number	<u>281-341-1035</u>
Email Address (Optional)	<u></u>

Name: Jeffrey Lynn Grzybowski 13.68386%

Business Address (No./Street)	<u>13403 Redfish</u>
(City/State/Zip Code)	<u>Stafford, TX 77477</u>
Telephone Number	<u>281-261-5000</u>
Email Address (Optional)	<u></u>
Residence Address (No./Street)	<u>2234 Country Creek</u>
(City/State/Zip Code)	<u>Richmond, TX 77469</u>
Telephone Number	<u>281-342-5467</u>
Email Address (Optional)	<u></u>

Name: David Allan Kuebker 13.68386%

Business Address (No./Street)	<u>13403 Redfish</u>
(City/State/Zip Code)	<u>Stafford, TX 77477</u>
Telephone Number	<u>281-261-5000</u>
Email Address (Optional)	<u></u>
Residence Address (No./Street)	<u>1102 Forest Knoll Lane</u>
(City/State/Zip Code)	<u>Sugar Land, TX 77479</u>
Telephone Number	<u>281-343-5453</u>
Email Address (Optional)	<u></u>

KNOW ALL MEN BY THESE PRESENTS,

That we,

Jerdon Enterprise, L.P.

as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of **Connecticut**, whose principal office is in **Hartford**, 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 **Five Percent (5%) of Amount Bid-** Dollars (\$ **5% A.B.**). 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

Ditch "H" Extension to Oyster Creek

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, 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.

Signed and sealed this **12th** day of **August** A.D. 20 **10**

Witness
(If Individual)

Maria D. Premont
MARIA D. PREMONT
ADMINISTRATIVE ASSISTANT

Jerdon Enterprise, L.P.

(Principal) (SEAL)
BY: JERDON HOLDING, LLC, GENERAL PARTNER
Bruce White (SEAL)
BRUCE WHITE, PRESIDENT (Title)

Attest

(If Corporation)

Attest

Michael Cole
Michael Cole, Witness

Hartford Fire Insurance Company

(SEAL)
By Sharon Cavanaugh (SEAL)
Sharon Cavanaugh (Title) Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-610074 & 46-505987

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Donald E. Woodard, Jr., Harlan J. Berger, Andrew J. Janda, C. W. Adams, Sue Kohler, Leland L. Rauch,
Sharon Cavanaugh, Cheryl R. Colson, Michael Cole, JoAnn Parker*
of

Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergeholtz

Paul A. Bergeholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 12, 2010.
Signed and sealed at the City of Hartford.



Gary W. Stumper
Gary W. Stumper, Assistant Vice President

Contract Sheet

Bid 10-113

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 JERDON ENTERPRISE, L.P.
(company name)
(hereinafter designated Contractor).

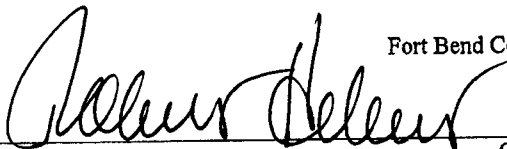
WITNESSETH:

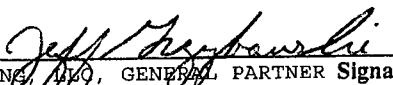
The Contractor and the County agree that the bid and specifications for the **Ditch H Extension to Oyster Creek** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing 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 15 day of September 20 10.

FORWARDED
8-24-10

By:  Fort Bend County, Texas
County Judge

By: 
BY: JERDON HOLDING, LLC, GENERAL PARTNER Signature of Contractor

By: JEFF GRZYBOWSKI, VICE PRESIDENT
Printed Name and Title