

## 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 February 23, 2010. Thank you.

**DATE:** March 4, 2010

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

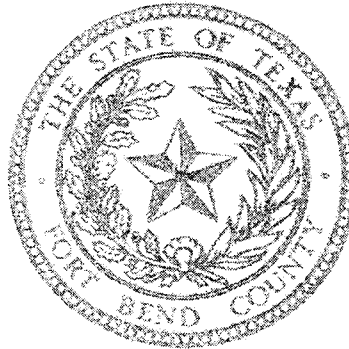
2/23/10  
# 30B  
Bid 10-043

COUNTY JUDGE  
RECEIVED  
MAR 05 2010

3-4-10 orig. ret. to Cheryl at Purchasing

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

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



**Improvements to Katy Flewellen Road from Katy Gaston Road to Pin Oak Road**  
**for Fort Bend County**  
**BID 10-043**

**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, February 11, 2010**  
**1:30 PM (Central)**

**MARK ENVELOPE:**

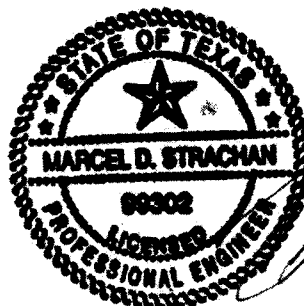
**Bid 10-043**  
**Katy Flewellen Road**

**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.

CP&Y, Inc.  
TBPE Firm No. 1741  
2925 Briarpark Dr., Suite 850  
Houston, Texas 77042  
713-532-1730

Prepared: 01/07/10  
Issued: 01/20/10



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  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

*Handwritten signature and date*  
01/08/2010

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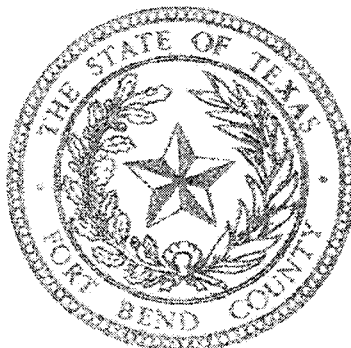
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**APPENDICIES**

Appendix A	Bid Form
Appendix B	Index of Technical Specifications
Appendix C	Harris County Specifications
Appendix D	TxDOT Specifications and Special Provisions
Appendix E	HCFCFCD Specifications
Appendix F	City of Houston Specifications
Appendix G	Storm Water Pollution Prevention Plan
Appendix H	Geotechnical Report

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



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BID 10-043**

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to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

*Handwritten signature and date*  
01/08/2010

Vendor Information

Durwood Greene Construction Co.

Legal Name of Contracting Company



Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-499-1551

Telephone Number

281-499-1525

Facsimile Number

P.O. Box 1338

Complete Mailing Address (for Correspondence)

Stafford, Texas 77497-1338

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Jerry L. Berry - Vice President

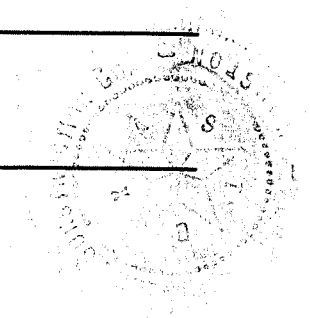
Authorized Representative and Title (printed)

jberry@durwoodgreene.com

Authorized Representative's Email Address

Jerry L. Berry

Signature of Authorized Representative



## 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: kaminskid@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.



- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## **2.0 SCOPE:**

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

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on Thursday, January 28, 2010 at 10:00AM (CST). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg Texas 77471. All bidders are encouraged to attend.

## **4.0 LIQUIDATED DAMAGES:**

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of Three Hundred Dollars (\$300.00) per calendar day that the

Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

**5.0 COMPLETION TIME AND PAYMENT:**

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

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

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

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

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

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

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

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

## **6.0 LIMIT OF APPROPRIATION:**

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

## **7.0 RIGHT TO ASSURANCE:**

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

## **8.0 PERFORMANCE AND PAYMENT BONDS:**

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

## **9.0 POWER OF ATTORNEY:**

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

## **10.0 INSURANCE:**

Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

- 10.1 All respondents must submit, with BID, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents 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 Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

- 10.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverages and limits:

- |        |   |             |
|--------|---|-------------|
| 10.2.1 | General Aggregate                         | \$2,000,000 |
| 10.2.2 | Products Completed Operation – Aggregate  | \$2,000,000 |
| 10.2.3 | Personal Advertising Injury Limit         | \$1,000,000 |
| 10.2.4 | Each Occurrence Limit                     | \$1,000,000 |
| 10.2.5 | Fire Damage Limit<br>(any one fire)       | \$50,000    |
| 10.2.6 | Medical Expense Limit<br>(any one person) | \$5,000     |
- 10.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
- 10.3.1 premises/operations coverage;
  - 10.3.2 broad form property damage liability coverage
  - 10.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
  - 10.3.4 XCU coverage;
  - 10.3.5 independent contractors and employees as additional insureds;
  - 10.3.6 contractual liability coverage.
- 10.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 102.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 10.6 Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 10.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- 10.8 Builders Risk Insurance. Respondent shall obtain and keep in full force and effect until the final completion, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Respondent, or subcontractors of every tier, and in which one or more of same has

an insurable interest, while in transit, while at the construction site awaiting construction, during construction, and until the final completion date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Respondent, architect, subcontractors of any tier and Fort Bend County for loss or damage occurring during the Work and shall name Respondent as the named insured and Fort Bend County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Respondent.

#### **11.0 INDEMNIFICATION:**

**RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.**

- 11.1 Respondent 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, 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 Respondent in the defense of each matter.
- 11.2 Respondent'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 any 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.
- 11.3 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 Respondent, Respondent 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 Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent 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 request, 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 Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 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 Respondent and/or trade contractor providing such insurance.

## **12.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX080046 02/08/2008 TX46

Superseded General Decision Number: TX20070048

State: Texas

Construction Types: Highway

Counties: Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges).

Modification Number: 0 Publication Date: 02/08/2008

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator	\$ 10.94	0.00
Asphalt paving machine operator	\$ 12.01	0.00
Asphalt Raker	\$ 11.13	0.00
Asphalt Shoveler	\$ 9.14	0.00
Broom or Sweeper Operator	\$ 11.19	0.00
Bulldozer operator	\$ 11.81	0.00

Fort Bend County Bid 10-043

Carpenter, Rough	\$ 12.49	0.00
Concrete Finisher, Paving	\$ 11.38	0.00
Concrete Finisher, Structures	\$ 10.80	0.00
Concrete Paving Curbing Machine Operator	\$ 10.00	0.00
Concrete Paving Finishing Machine Operator	\$ 13.07	0.00
Concrete Paving Joint Sealer Operator	\$ 11.00	0.00
Concrete Paving Saw Operator	\$ 12.75	0.00
Concrete Paving Spreader Operator	\$10.44	0.00
Concrete Rubber	\$ 9.00	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	\$ 12.71	0.00
Crusher and Screed Plant Operator	\$ 11.29	0.00
Electrician	\$ 21.79	0.00
Flagger	\$ 9.42	0.00
Form Builder/Setter, Structures	\$ 10.50	0.00
Form Liner, Paving & Curb	\$ 11.75	0.00
Form Setter, Paving & Curb	\$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted	\$ 15.00	0.00
Foundation Drill Operator, Truck Mounted	\$ 12.73	0.00
Front End Loader Operator	\$ 10.65	0.00
Laborer, common	\$ 9.15	0.00
Laborer, Utility	\$ 9.81	0.00
Manhole Builder	\$ 9.00	0.00
Mechanic	\$ 13.72	0.00
Milling Machine Operator, Fine Grade	\$ 13.17	0.00
Mixer operator	\$ 10.33	0.00
Motor Grader Operator, Rough	\$ 13.13	0.00
Motor Grader Operator	\$ 11.67	0.00
Oiler	\$ 12.12	0.00
Painter, Structures	\$ 15.54	0.00
Pavement Marking Machine Operator	\$ 8.18	0.00
Piledriverman	\$ 12.22	0.00
Pipelayer	\$ 9.49	0.00
Reinforcing Steel Setter, Paving	\$ 15.14	0.00
Reinforcing Steel Setter, Structure	\$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled	\$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	\$ 11.07	0.00
Scraper Operator	\$ 9.92	0.00
Servicer	\$ 10.96	0.00
Sign Installer (PGM)	\$ 8.54	0.00
Slip Form Machine Operator	\$ 11.07	0.00
Spreader Box operator	\$ 11.12	0.00
Structural Steel Worker	\$ 12.13	0.00
Tractor operator, Crawler Type	\$ 13.00	0.00



Tractor operator, Pneumatic	\$ 10.07	0.00
Traveling Mixer Operator	\$ 11.00	0.00
Truck driver, lowboy-Float	\$ 13.16	0.00
Truck driver, Single Axle, Heavy	\$ 10.65	0.00
Truck driver, Single Axle, Light	\$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer	\$ 10.25	0.00
Work Zone Barricade Servicer	\$ 9.94	0.00

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

### **13.0 PERMITS:**

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

### **14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

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

14.1.1 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.

14.1.2 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.

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

14.2.1 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.

14.2.2 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.

14.2.3 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.

14.2.4 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.

14.3 Standards for Review and Approval.

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.5 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.

14.4 Changes.

14.4.1 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.

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

violation of such requirements, and all acts in violation of this provision shall be considered void.

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

14.4.4 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.

14.4.5 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.

14.5 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.

14.6 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.

14.7 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.

- 14.8 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.
- 14.9 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.
- 14.10 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.

- 14.11 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.
- 14.12 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.
- 14.13 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.

- 14.14 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.

## **15.0 TERMINATION:**

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 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:
- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 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.



**16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

- 16.1 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.
- 16.2 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.

**17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

- 17.1 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.
- 17.2 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:
  - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**18.0 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.

## **19.0 NOTICE**

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Parks Department, 301 Jackson, Richmond, Texas 77469, 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.
- 19.2 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.

## **20.0 RECORDS:**

- 20.1 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.
- 20.2 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.

## **21.0 SUCCESSORS AND ASSIGNS:**

- 21.1 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.
- 21.2 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.
- 21.3 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.

## **22.0 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.

## **23.0 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.

## **24.0 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.

## **25.0 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.

## **26.0 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.

## **27.0 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.

**28.0 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.

**29.0 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.

**30.0 ENCLOSURE:**

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

Enclosure #1 – Specifications and Plans

**31.0 PRICING:** Complete unit pricing form.

**32.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 390 calendar days (maximum of 500 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

**Improvements to Katy Flewellen Road from Katy Gaston Road to Pin Oak Road  
Bid 10-043**

**Contract Sheet**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 23 day of February, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Durwood Greene Construction Co.  
(company name)  
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Katy Flewellen Road from Katy Gaston Road to Pin Oak Road** 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.

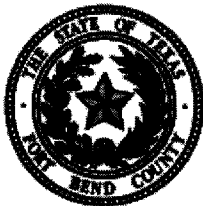
Executed at Richmond, Texas this 23rd day of February, 2010.

Fort Bend County, Texas

By: Robert Hebert  
County Judge

By: Jerry L. Berry  
Signature of Contractor

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



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

February 4, 2010

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 10-043 – Improvements to Katy Flewellen Road from Katy Gaston Road to Pin Oak Road for Fort Bend County

**Please see attached ADDENDUM NO. 1.**

**Please note Addendum No. 1 addresses questions raised at the pre-bid meeting as well as questions raised by contractors received by Debbie Kaminski. The Addendum includes reissuing the bid form and sheet #3 of the plan set, both attached to Addendum No. 1.**

\*\*\*\*\*

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

Durwood Greene Construction Co.  
Company Name

Jimmy L. Berry - Vice President 2-11-10  
Signature of person receiving addendum Date

If you have any questions please contact this office.

Sincerely,

Debbie Kaminski

Debbie Kaminski, CPPB  
Assistant Purchasing Agent

DK/ct  
Enclosure

**ADDENDUM No. 1**

**RECONSTRUCTION OF KATY FLEWELLEN ROAD  
FROM KATY GASTON ROAD TO PIN OAK ROAD  
FORT BEND COUNTY MOBILITY PROJECT #734**

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

**CHANGES TO PROJECT MANUAL (BID 10-043)**

1. Appendix A – Bid Form – Reissue entire bid form as attached. The following is a summary of the revisions made:

- i. Bid Items numbers 57 to 64 adjusted to "...Type I"

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

**CHANGES TO DRAWINGS**

The following sheet(s) were revised as a part of ADDENDUM No. 1:

1. Sheet number 3 of 167 – General Construction Notes Sheet 1 of 2 – was revised to include the following note:

*"Contractor shall connect any unidentified drainage pipes from adjacent properties to the proposed storm sewer. The cost to connect these pipes shall be considered incidental to the storm sewer bid items."*

The revisions to the sheet(s) above has been circled with a cloud and marked as ADDENDUM No. 1.

**CLARIFICATIONS**

1. Refer to Harris County Specification Item 130 for the description, use, materials, construction methods, measurement and payment of "Borrow" materials. All suitable material obtained from excavation of roadway right-of-way, channels, other drainage facilities, structural, underground utilities, and borrow used in the construction of project fill and/or embankment shall be in accordance with Item 132 - Embankment.

2. Excavation in excess of that needed for construction, or deemed unsuitable by the County shall become property of the contractor and shall be disposed of by the contractor outside the limits of floodplain and/or the project right-of-way, in accordance with Item 110 and Item 120. Plan quantities for "Borrow" may change based on the suitability of excavated channel material. Channel excavation material deemed suitable by the County shall be used in the formation of roadway embankment, and therefore may reduce the

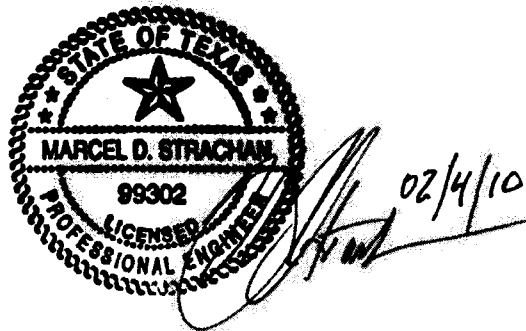
quantity of "Borrow" from that shown on the bid form. A reduction in borrow utilized for the project will result in a credit to the County for the unutilized amount of borrow material. See plan sheet number 167 of 167 for summary of excavation, embankment and borrow quantities.

3. Coating color for sign posts shall conform to Harris County Specification Item 646, Roadside Traffic Sign Supports.

4. An inquiry was made as to whether a pay item should be added for the proposed roadside ditches. No additional pay item is needed – per Specification 110 the roadside ditches shall be paid for via the Roadway Excavation quantity. The quantity in Bid Item number 38 includes this excavation. Also note that slope paving is required for various sections of the proposed roadside ditches, which are accounted for in the quantity for Pay Items numbers 46 and 47.

5 An inquiry was made as to whether Fort Bend County has a preference for HDPE or RCP, and whether either would affect the bid award. The County does not have a preference, and is primarily interested in the overall cost of construction. Also note that Bid items numbers 26 to 30 are 'Class III' reinforced concrete pipes and Bid item number 31 is 'Class V' reinforced concrete pipe, as identified in the construction plans. The Contractor is to bid on either Bid Item numbers 26 to 29 or 103 to 106, but not both.

END OF ADDENDUM No. 1





## GENERAL NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
2. THE CONTRACTOR SHALL NOTIFY THE FORT BEND COUNTY ENGINEERING DEPARTMENT, ENGINEER AND CHIEF INSPECTOR AT LEAST 24 HOURS PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT THE PROJECT SITE, CONTROL ACCESS, AND PROVIDE NECESSARY SIGNAGE AND WORK DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING NECESSARY SIGNAGE, DIRT AND DRAINAGE, AND PROVIDING NECESSARY SIGNAGE AND WORK DURING CONSTRUCTION.
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24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING NECESSARY SIGNAGE, DIRT AND DRAINAGE, AND PROVIDING NECESSARY SIGNAGE AND WORK DURING CONSTRUCTION.

## PAVEMENT NOTES:

1. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH HARRIS COUNTY STANDARDS AND SPECIFICATIONS.

## FBCDD NOTES FOR CONSTRUCTION DRAWINGS

1. NOTIFY THE FORT BEND COUNTY DRAINAGE DISTRICT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
  2. ENGINEER SHALL SUBMIT CERTIFICATION LETTER AND RECORD DRAWINGS TO THE FORT BEND COUNTY DRAINAGE DISTRICT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
  3. ESTABLISH TURF GRASS ON ALL DISTURBED AREAS WITHIN THE CHANNEL OR DETENTION RIGHT-OF-WAY, EXCEPT THE CHANNEL BOTTOM AND WHERE STRUCTURAL EROSION MEASURES ARE USED. MINIMUM ACCEPTANCE CRITERIA ARE 75% COVERAGE OF LIVE BERMA GRASS AND NO EROSION OR RILLS DEEPER THAN 4".
  4. BACKFILL IN ACCORDANCE WITH THE HARRIS COUNTY FLOOD CONTROL DISTRICT STANDARD SPECIFICATION, SECTION 02315 - EXCAVATING AND BACK-FILLING, OR EQUIVALENT.
  5. EXCAVATE CHANNEL TO DESIGN ELEVATION AS SHOWN ON PLANS AND DOWNSCREEN, AS NECESSARY, TO ENSURE NO WATER IN STORM SEWER DURING "DRY" CONDITIONS.
  6. MAINTAIN FLOW IN CHANNEL DURING CONSTRUCTION AND RESTORE CHANNEL TO ORIGINAL CONDITION.
  7. REMOVE ALL EXCAVATED MATERIAL FROM THE FORT BEND COUNTY OR DRAINAGE DISTRICT RIGHT-OF-WAY. NO FILL IS TO BE PLACED WITHIN A DESIGNATED FLOOD PLAIN AREA WITHOUT FIRST OBTAINING A FILL PERMIT FROM THE APPROPRIATE JURISDICTIONAL AUTHORITY.
  8. OBTAIN AND COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL PERMITS AND APPROVALS, WITH ASSISTANCE FROM ENGINEER, IF NECESSARY.
- ### PRIVATE UTILITY NOTES:
1. SBC NOTE:  
THE LOCATIONS OF SBC FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THE UNDERGROUND UTILITIES.  
THE CONTRACTOR SHALL CALL 1-800-344-8377 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.  
WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF SBC FACILITIES, WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE SBC FACILITIES.  
WHEN SBC FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES, THE CONTRACTOR SHALL BRACE THE POLE SUPPORT.
  2. CENTERPOINT ENERGY NOTES:  
CAUTION: UNDERGROUND GAS FACILITIES  
LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (DO NOT INCLUDE CENTERPOINT ENERGY SERVICE LINES) ARE USUALLY NOT SHOWN ON THESE PLANS. IF ANY OF THESE LINES ARE LOCATED WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF SBC FACILITIES, WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE SBC FACILITIES.  
WHEN SBC FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES, THE CONTRACTOR SHALL BRACE THE POLE SUPPORT.
- ### STORM SEWER NOTES:
1. ALL STORM SEWER INLETS, MANHOLES AND OTHER RELATED STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH HARRIS COUNTY STANDARDS AND SPECIFICATIONS.

## WATER LINE NOTES:

1. CONTRACTOR SHALL NOTIFY THE CITY OF KATY ENGINEERING DEPARTMENT (TELEPHONE NO. 281-391-0173) 48 HOURS BEFORE COMMENCING WORK ON WATERLINE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PURCHASING ANY WATER NEEDED FOR CONSTRUCTION OR TESTING WILL BE CONSIDERED INCIDENTAL TO THE VARIOUS OTHER ITEMS OF WORK.
3. INCLUDE PRICE OF ALL BEDDING AND BACKFILL REQUIRED FOR WATER LINES IN PRICE BID PER LINEAR FOOT OF PIPE.
4. ALL WATER LINES 4" TO 12" SHALL HAVE A MINIMUM OF THREE (3) FEET SIX (6) INCHES COVER FROM TOP OF CURB TO TOP OF PIPE.
5. ALL WATER LINES AFTER INSTALLATION SHALL BE THOROUGHLY DISINTEGRATED ACCORDING TO A WPA SPECIFICATION C-651 AND THEN FLUSHED BEFORE BEING PLACED INTO SERVICE. LINES WILL NOT BE ACCEPTED FOR SERVICE UNTIL WATER SAMPLES MEET THE REQUIREMENTS OF THE TEXAS DEPARTMENT OF HEALTH.
6. ALL WATER LINES 4" TO 12" SHALL BE CORROSION RESISTANT POLYETHYLENE GLYCOL (PE-80) CONFORMING TO A WPA SPECIFICATION C-900-75 OR AS CURRENTLY REVISED. ALL HYDROSTATIC WATER TESTS SHALL CONFORM TO SAME A.W.W.A. C-900-75.
7. REQUIRED BACKFILL:  
(A) UNDER STREETS:---WRAP WATER LINE WITH A 6" LAYER OF BANK SAND REMAINDER OF TRENCH TO BE FILLED WITH 1-1/2" SAND (100 PSI) PER CUBIC YARD. CEMENT STABILIZED SAND COMPACTED TO 95% PROCTOR.  
(B) OTHER LOCATIONS:---WRAP WATER LINE WITH A 6" LAYER OF BANK SAND REMAINDER OF TRENCH TO BE FILLED WITH 1-1/2" SAND (100 PSI) PER CUBIC YARD. CEMENT STABILIZED SAND COMPACTED TO 95% PROCTOR.  
(C) ALL TRENCHES ARE TO BE COMPACTED TO 95% STANDARD PROCTOR.
8. WATER LINE TRENCHES UNDER PAVEMENT OR WITHIN THREE (3) FEET OF BACK OF ALL CURBS SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND TO PAVEMENT SUBGRADE.
9. CONTRACTOR TO ALLOW A MINIMUM OF 6 INCHES CLEARANCE BETWEEN PROPOSED WATER LINE AND EXISTING AND PROPOSED UTILITIES.
10. WHEREVER POSSIBLE, ALL MAIN LINE GATE VALVES ARE TO BE LOCATED OPPOSITE PAVING CURB RETURNS AS VALVE ARE TO BE 5 FEET FROM THE FLUSHING VALVE TIE.
11. 4-INCH THROUGH 12-INCH WATERLINE FITTINGS SHALL BE CAST IRON. CEMENT LINED, MECHANICAL JOINT. ALL FITTINGS ARE TO BE GASKETED WITH CONCRETE. ALL FITTINGS ARE TO BE WRAPPED WITH PLASTIC OR SIMILAR CONNECTION COMPONENTS. MINIMUM PRESSURE RATING WILL BE 250 PSI.
12. MINIMUM OF ONE JOINT OF PIPE SHALL BE INSTALLED BETWEEN GATE VALVE AND PLUG ON DEAD-END LINES.
13. CONTRACTOR SHALL MINIMIZE DOWN TIME OF THE EXISTING WATERLINES WHEN MAKING ADJUSTMENTS AND TIES TO THE LINES.
14. TRACED WIRE IS TO BE PLACED ALONG ALL WATER LINE INCLUDING THE EDGES AT VALVE BOXES FOR EVIDENCE. IN ADDITION, THE UTILITY CONTRACTOR SHALL MARK ALL FLUSH VALVES, GATE VALVES AND RESIDENTIAL WATER SERVICE LOCATIONS WITH A CIRCLE AROUND IT.
15. FIRE HYDRANTS: MUELLER BRAND 3 WAY 5 1/4" BARREL WITH 1 1/2" STEAMER (PUMPER) NOZZLE AND (2) 1/2" INCH HOSE NOZZLES. COUNTER-ALOCK WISE OPENING. MECHANICAL JOINT. EACH FIRE HYDRANT IS TO HAVE AN INDIVIDUAL GATE VALVE (WITH ADJUSTABLE BOX) LOCATED WITHIN 4 FT. OF THE FIRE HYDRANT.
16. SERVICE:  
(A) CORPORATION STOP:--- MUELLER H-15000  
(B) CORPORATION STOP:--- MUELLER H-15000 ENDING IN AN APPROVED CONCRETE CURB STOP. (ALL BOXES IN NEW DEVELOPMENT ARE TO BE OF THE SAME MATERIAL)  
(C) WATER NIPPLE REQUIRED:--- MUELLER H-19000 G  
(D) PIPING MATERIAL:--- SOFT COPPER  
(E) PLASTIC WATER SERVICE:--- MUELLER H-19000 L  
(F) PLASTIC WATER SERVICE:--- MUELLER H-19000 L  
ALL WATER SERVICES MUST BE MARKED TO INDICATE THEIR LOCATION BY MARKING THE ADJACENT CONCRETE CURB WITH A CIRCLED "X" SYMBOL APPLIED WITH BLUE PAINT.

<b>PORT BEND COUNTY</b> ENGINEERING DEPARTMENT	
<b>KATY FLEWELLEN ROAD</b> FROM KATY GASTON TO PIN OAK	
<b>GENERAL CONSTRUCTION</b> <b>NOTES</b>	
<b>SHEET 1 OF 2</b>	
PROJECT NO. 744	DRAWING SCALE
VERT. 1"=10' HORIZ. 1"=40'	PORT BEND COUNTY
DATE 2/2/2018	SHEET NO. 3 OF 157

DESIGNED BY: J. W. BROWN	CHECKED BY: J. W. BROWN
DATE: 02-01-2018	DATE: 02-01-2018
PROJECT NO. 744	PROJECT NO. 744
PROJECT NAME: KATY FLEWELLEN ROAD	PROJECT NAME: KATY FLEWELLEN ROAD
PROJECT LOCATION: FROM KATY GASTON TO PIN OAK	PROJECT LOCATION: FROM KATY GASTON TO PIN OAK
PROJECT DESCRIPTION: GENERAL CONSTRUCTION	PROJECT DESCRIPTION: GENERAL CONSTRUCTION
PROJECT SHEET: 1 OF 2	PROJECT SHEET: 1 OF 2

**Katy Flewellen Road Improvements  
Fort Bend County Mobility Project  
Addendum No. 1**

BID 10-043

Bid Form

**A. GENERAL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
1	TxDOT	Project Identification Sign	EA	2	700.00	1400.00
2	104	Removing Old Concrete	SY	981	4.00	3,924.00
3	540	Removing and Disposing of Existing Asphaltic Surface and Base Material	SY	20,504	2.00	41,008.00
4	550	Remove Existing Fencing (Wooden and Metal)	LF	3,380	2.50	8,450.00
5	500	Remove and Relocate Traffic Signs and Roadway Signs	EA	22	350.00	7,700.00
<b>SUBTOTAL GENERAL ITEMS</b>						<b>62,482.00</b>

**B. WATER LINE ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
6	COH	Remove & Salvage Existing Fire Hydrant	EA	1	250.00	250.00
7	COH	12" x 6" Tapping Sleeve & Valve w/Box	EA	1	4,500.00	4,500.00
8	COH	6" Fire Hydrant Lead	LF	15	30.00	450.00
9	COH	3/4" to 1" diameter water taps and copper service line with meter box, long side	EA	10	1,000.00	10,000.00
10	COH	Relocate and reinstall 5/8" to 2" meter with new box	EA	4	250.00	1,000.00
11	COH	Cut, plug and abandon existing 12-inch diameter waterline	EA	1	800.00	800.00
12	COH	12-inch diameter water line by open-cut	LF	100	32.00	3,200.00
13	COH	12-inch diameter wet connection	EA	4	500.00	2,000.00
<b>SUBTOTAL WATER LINE ITEMS</b>						<b>22,200.00</b>

**C. SANITARY SEWER ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
14	COH	Sanitary sewer service reconnection more than 5 feet of sewer (including stack)	LF	250	25.00	6,250.00
<b>SUBTOTAL SANITARY SEWER ITEMS</b>						<b>6,250.00</b>

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**D. STORM SEWER ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
15	429	Trench Safety System (5 to 10 feet)	LF	4,206	1.00	4,206.00
16	429	Trench Safety System (10 to 15 feet)	LF	4,362	1.00	4,362.00
17	429	Trench Safety System (15 to 20 feet)	LF	175	10.00	1,750.00
18	436	Well Pointing	LF	1,865	17.00	31,705.00
19	120	Channel Excavation	CY	13,480	3.00	40,440.00
20	471	Standard Manhole (up to 15 feet depth)	EA	7	3,600.00	25,200.00
21	471	Standard Manhole (greater than 15 feet depth)	EA	1	6,000.00	6,000.00
22	472	Type 'A' Inlet	EA	3	1,500.00	4,500.00
23	472	Type 'E' Inlet	EA	7	1,550.00	10,850.00
24	TxDOT	Inlet (COMPL) (TY C)	EA	28	2,400.00	67,200.00
25	TxDOT	Inlet (COMPL) (TY C) (MODIFIED)	EA	6	14,000.00	84,000.00
26	460	24" RCP Driveway Culvert	LF	713	No Bid	No Bid
27	460	24" RCP Storm Sewer	LF	1,457	No Bid	No Bid
28	460	30" RCP Storm Sewer	LF	495	No Bid	No Bid
29	460	36" RCP Storm Sewer	LF	2,885	No Bid	No Bid
30	460	42" RCP Storm Sewer	LF	1,159	85.00	98,515.00
31	460	48" RCP Storm Sewer (Class V)	LF	1,699	100.00	169,900.00
32	461	60" Corrugated Metal Pipe	LF	235	150.00	35,250.00
33	480	3' x 2' Reinforced Concrete Box Sewer	LF	20	135.00	2,700.00
34	463	S.E.T., Type II, 24" at 3:1 slope	EA	33	750.00	24,750.00
		Remove and Dispose of Existing Concrete or Metal Pipe, All Sizes	LF	2,850	5.00	14,250.00
36	473	Adjusting Inlets	EA	2	700.00	1,400.00
37	459	Timber Bents (60")	EA	2	2,300.00	4,600.00
<b>SUBTOTAL STORM SEWER ITEMS</b>						<b>631,578.00</b>

**E. PAVEMENT ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
38	110	Roadway Excavation	CY	14,277	2.75	39,261.75
39	130	Borrow	CY	11,940	5.00	59,700.00
40	223	Lime-Fly Ash Stabilized Subgrade, 6" thick	SY	45,032	1.50	67,548.00
41	221	Lime	TON	410	140.00	57,400.00
42	223	Fly Ash	TON	820	55.00	45,100.00

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43	250	HMAC Base Course, 7" thick	TON	798	53.00	42,294.00
44	310	Prime Coat	GAL	520	2.50	1,300.00
45	340	HMAC Surface, 2.5" thick	TON	273	64.00	17,472.00
46	491	Reinforced Concrete Slope Paving, 5" thick	SY	2,835	44.00	124,740.00
47	491	Reinforced Concrete Slope Paving, 8" thick	SY	81	55.00	4,455.00
48	360	Reinforced Concrete Pavement, 8" thick	SY	38,300	28.00	1,072,400.00
49	530	Sidewalk, 4.5" thick	SY	256	30.00	7,680.00
50	TxDOT	Wheelchair Ramp (Type I)	EA	8	750.00	6,000.00
51	530	7" Reinforced Concrete Driveways	SY	1,950	32.00	62,400.00
52	530	Concrete Curb	LF	24,013	2.00	48,026.00
53	535	Concrete Median (Median Noses)	SY	353	30.00	10,590.00
54	536	Coloring Concrete Medians and Sidewalks (Black for Medians, Red for Ramps)	SY	384	15.00	5,760.00
55	516	Flex Beam Guard Rail, Including Mowing Strip	LF	300	32.00	9,600.00
56	516	Flex Beam Guard Rail Turndown	EA	8	850.00	6,800.00
<b>SUBTOTAL PAVEMENT ITEMS</b>						<b>1,688,526.75</b>

**F. SIGN & PAVEMENT MARKING ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
57	660	4" White Stripe, Type I	LF	5,220	.50	2,610.00
58	660	8" White Stripe, Type I	LF	2,112	1.00	2,112.00
59	660	12" White Stripe, Type I	LF	507	3.50	1,774.50
60	660	24" White Stripe, Type I	LF	145	7.00	1,015.00
61	660	4" Yellow Stripe, Type I	LF	1,510	.50	755.00
62	660	24" Yellow Stripe, Type I	LF	190	7.00	1,330.00
63	660	Arrow, Type I	EA	6	170.00	1,020.00
64	660	Word "ONLY", Type I	EA	6	170.00	1,020.00
65	663	Raised Pavement Markers, Type II-A-A	EA	172	4.00	688.00
66	663	Raised Pavement Markers, Type II-C-R	EA	770	4.00	3,080.00
67	663	Traffic Buttons, Yellow	EA	96	4.00	384.00
68	663	Traffic Buttons, White	EA	424	4.00	1,696.00
69	660	Yellow Painted Curb	LF	1,034	1.50	1,551.00
70	624	Aluminum Signs	EA	5	300.00	1,500.00
<b>SUBTOTAL SIGN &amp; PAVEMENT MARKING ITEMS</b>						<b>20,535.50</b>

**G. TRAFFIC CONTROL ITEMS**

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Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
71	665	Work Zone Pavement Markings (4") (Non-removable)	LF	36,186	.50	18,093.00
72	665	Work Zone Pavement Markings (24") (Non-removable)	LF	124	7.00	868.00
73	665	Temporary Raised Pavement Markers	EA	610	3.40	2,074.00
74	671	Traffic Control	MO	16	1,700.00	27,200.00
75	673	Temporary HMAC Pavement	TON	595	64.00	38,080.00
76	673	Temporary HMAC Base (Black Base)	TON	2,377	55.00	130,735.00
77	673	Temporary 24" RCP Culvert	LF	792	35.00	27,720.00
78	696	Temporary Low Profile CTB (Furnish, Install, Remove)	LF	500	20.00	10,000.00
79	696	Temporary Low Profile CTB (Move, Reset)	LF	500	7.00	3,500.00
80	674	Remove 4" Pavement Markings	LF	10,748	.50	5,374.00
<b>SUBTOTAL TRAFFIC CONTROL ITEMS</b>						<b>263,644.00</b>

**H. STORM WATER POLLUTION PREVENTION ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
81	725	Erosion and sedimentation control in accordance with TPDES requirements, including maintenance, inspection and reporting	LS	1	3,000.00	3,000.00
82	162	Sodding for Erosion Control and Stabilization	SY	3,500	3.00	10,500.00
83	165	Hydro-Mulch Seeding	AC	10.1	1,200.00	12,120.00
84	493	Riprap (Gradation No. 1)	SY	135	45.00	6,075.00
85	719	Inlet Protection Barrier (Stage I Inlets)	EA	52	60.00	3,120.00
86	713	Reinforced Filter Fabric Barrier	LF	1,900	1.50	2,850.00
87	724	Stabilized Construction Access (Type I - Rock)	SY	267	7.00	1,869.00
88	741	Gravel Bag Inlet Protection Barrier (Stage II Inlets)	LF	330	6.00	1,980.00
<b>SUBTOTAL STORM WATER POLLUTION PREVENTION ITEMS</b>						<b>41,514.00</b>



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**I. BRIDGE ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
89	TxDOT	PRESTR CONC PIL (16 IN SQ)	LF	2,072	55.00	113,760.00
90	TxDOT	CL C CONC (ABUT)	CY	101.0	700.00	70,700.00
91	TxDOT	CL C CONC (BENT)	CY	78.8	1,000.00	78,800.00
92	TxDOT	CL S CONC (BRIDGE SDWLK)	CY	88.2	220.00	19,404.00
93	TxDOT	CL S CONC (APPR SLAB)	CY	91.8	400.00	36,720.00
94	TxDOT	REINF CONC SLAB	SF	16,640	9.00	149,760.00
95	TxDOT	PRESTR CONC GIRDER (TX40)	LF	2,068	120.00	248,160.00
96	TxDOT	CONC SURF TREAT (CLASS I)	SY	1,806	3.00	5,418.00
97	TxDOT	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	202	50.00	10,100.00
98	TxDOT	RAIL (TY C203)	LF	580	65.00	37,700.00
99	TxDOT	RAIL (TY T203)	LF	580	50.00	29,000.00
100	TxDOT	SEALED EXPANSION JOINT (4 IN)(SEJ-A)	LF	100.7	100.00	10,070.00
101	TxDOT	REMOV STR (BRIDGE 0-99 FT LENGTH)	EA	1	20,000.00	20,000.00
<b>SUBTOTAL BRIDGE ITEMS</b>						
						<b>839,792.00</b>

**J. EXTRA UNIT ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
102	672	Off-Duty Uniformed Local Law Officers	HR	200	35.00	7,000.00
<b>SUBTOTAL EXTRA UNIT ITEMS</b>						
						<b>7,000.00</b>

**K. ALTERNATE BID ITEMS (Contractor is to bid on either Bid Item Numbers 26-29 OR 103-106, but NOT BOTH)**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
103	HCFC	HDPE PIPE (24") (Driveway Culvert)	LF	713	50.00	35,650.00
104	HCFC	HDPE PIPE (24")	LF	1,457	40.00	58,280.00
105	HCFC	HDPE PIPE (30")	LF	495	40.00	19,800.00
106	HCFC	HDPE PIPE (36")	LF	2,885	55.00	158,675.00
<b>SUBTOTAL ALTERNATE BID ITEMS</b>						
						<b>272,405.00</b>
<b>TOTAL BID PRICE (ITEMS A THROUGH K)</b>						
						<b>3,845,727.25</b>

Durwood Greene Construction Co.  
P. O. Box 1338  
Stafford, Texas 77477-1338

**References:**

1. Costello, Inc.  
9990 Richmond Avenue Suite 405  
Houston, Texas 77063  
Mr. Chad Hablinski  
Phone: 713-783-7788
2. Texas Department of Transportation  
4235 Highway 36  
Rosenberg, Texas 77471  
Mr. James V. Hunt, P. E.  
Phone: 281-238-7900
3. Benchmark Engineering, Inc.  
2401 Fountainview, Suite 220  
Houston, Texas 77057  
Mr. Sieb Sour, P. E.  
Phone: 713-266-9930
4. Texas Department of Transportation  
14838 Northwest Freeway  
Houston, Texas 77040  
Mr. Gregory Ranft, P. E.  
Phone: 713-934-5900
4. Harris County Engineering  
1310 Prairie Street, Suite 1105  
Houston, Texas 77002  
Mr. Gary Howard  
Phone: 713-755-8770

**ACORD**<sup>TM</sup>**CERTIFICATE OF INSURANCE**

ISSUE DATE

01/25/2010

**PRODUCER**

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.  
811 Town and Country Lane, Suite 500  
Houston, TX 77024  
713-877-8975

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

Company A Travelers Lloyds Insurance Company

Company B Hanover Insurance Company

Company C Illinois National Insurance Company

Company D Texas Mutual Insurance Company

Company E Travelers Prop. Casualty Co. of America

**INSURED**

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

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

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

Improvements to Katy Flewellen Road from Katy Gaston Road to Pin Oak Road for Fort Bend County Bid 10-043.

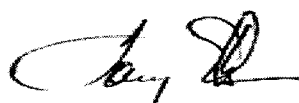
The Certificate Holder is included as Additional Insured as respects to General Liability and Auto as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Auto and Workers' Compensation as required by written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

**CERTIFICATE HOLDER**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative







# CHUBB GROUP OF INSURANCE COMPANIES

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

Bond No. Bid Bond

FEDERAL INSURANCE COMPANY

## BID BOND

Amount 5% of GAB\*\*\*

### Know All Men By These Presents,

That we, Durwood Greene Construction Co.

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

(hereinafter called the Obligee), in the amount of

Five percent of the greatest amount bid\*\*\*

(5% of GAB\*\*\*), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this February 11, 2010.

WHEREAS, the Principal has submitted a bid, dated February 11, 2010 for Improvements to Katy Flewellen Road from Katy Gaston Road to Pin Oak Road for Fort Bend County, Bid 10-043.

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

Durwood Greene Construction Co.

By: Jerry L. Berry Vice President

FEDERAL INSURANCE COMPANY

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



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

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

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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **December, 2009**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset

ss.

On this **23rd** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014

  
Notary Public

### CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **February 11, 2010**



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3658  
e-mail: surety@chubb.com

## ***Policyholder Information Notice***

### ***IMPORTANT NOTICE***

To obtain information or make a complaint:

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

***1-800-36-CHUBB***

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

***1-800-252-3439***

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### ***PREMIUM OR CLAIM DISPUTES:***

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ***ATTACH THIS NOTICE TO YOUR POLICY:***

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

### ***AVISO IMPORTANTE***

Para obtener información o para someter una queja:

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

***1-800-36-CHUBB***

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

***1-800-252-3439***

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### ***DISPUTAS SOBRE PRIMAS O RECLAMOS:***

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

### ***UNA ESTE AVISO A SU POLIZA:***

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