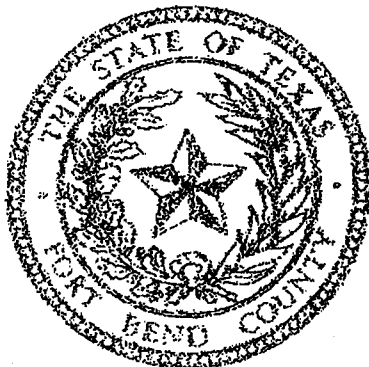


*Fort Bend County, Texas  
Invitation for Bid*



*Teal Bend Boulevard Paving Improvements  
for Fort Bend County  
BID 10-045*

**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 18, 2010  
1:30 PM (Central)

**MARK ENVELOPE:**

Bid 10-045  
Teal Bend Blvd

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

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

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

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

Prepared: 01/14/10  
Issued: 01/27/10

**Vendor Information**

HARRIS CONSTRUCTION COMPANY, LTD.

Legal Name of Contracting Company

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

713-690-0791

Telephone Number

713-690-0797

Facsimile Number

6602 GUHN ROAD

Complete Mailing Address (for Correspondence)

HOUSTON, TX 77040

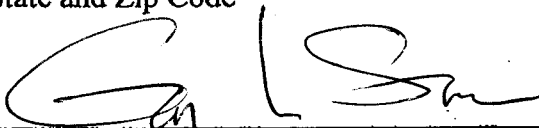
City, State and Zip Code

6602 GUHN ROAD

Complete Remittance Address (if different from above)

HOUSTON, TX 77040

City, State and Zip Code



Authorized Representative and Title (printed)

Authorized Representative's Email Address

Its General Partner GBC LLC  
Gregory L. Stadler, Vice President

Its General Partner GBC LLC  
Gregory L. Stadler, Vice President

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 Teal Bend Boulevard paving improvements, hereinafter referred to as the "Project," as specified herein.

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

A pre-bid conference will be conducted on Thursday, February 4, 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

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

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

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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.

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**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 90 calendar days (maximum of 90 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.



Teal Bend Boulevard Paving Improvements  
Bid 10-045

Contract Sheet

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 2nd<sup>nd</sup> day of March<sup>th</sup>, 20 10, 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 HARRIS CONSTRUCTION COMPANY, LTD.  
(company name)  
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the Teal Bend Boulevard Paving Improvements 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 2nd day of March, 20 10.

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

By: [Signature]  
Signature of Contractor

By: [Signature]  
Its General Partner: HCC, LLC  
Gregory E. Stadler, Vice President  
Printed Name and Title

**BID PROPOSAL**

Date: FEBRUARY 18, 2010

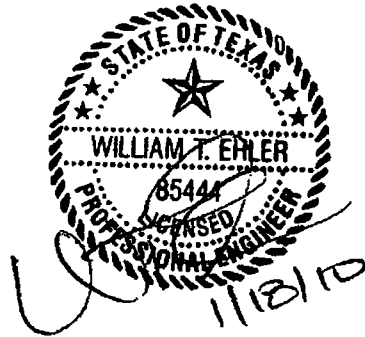
Bid of HARRIS CONSTRUCTION COMPANY, LTD  
(Legal Name of Bidder – Company)

- ☐ an individual proprietorship
- ☐ a corporation organized and existing under the laws of \_\_\_\_\_
- ☒ a partnership consisting of GLENN HARRIS AND LARRY HARRIS
- \_\_\_\_\_
- ☐ a joint venture
- ☐ other \_\_\_\_\_

**FOR:**

**CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**



**TO:** Fort Bend County Engineering  
c/o LJA Engineering & Surveying, Inc.  
2929 Briarpark Drive, Suite 600  
Houston, Texas 77042-3703

**CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Drainage, Paving and Appurtenances to Serve Teal Bend Boulevard, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

**STORM SEWER SYSTEM ITEMS**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	216	LF	24" RCP Storm Sewer, ASTM C-76, Class III, All Depths, Includes Connection to Existing Storm Sewer, Complete in place	\$ 63.00	\$ 13,608.00
2.	148	LF	4' x 2' RCB Storm Sewer, ASTM C-1433, All Depths, Includes Removal and Disposal of Existing SET and Connection to Existing Box Culvert, Complete in place	\$ 137.00	\$ 20,276.00
3.	1	EA	Safety End Treatment, SET (6:1 Side Slope) for Double - 4' x 2' Box Culverts, Includes Metal Cross Pipe and Regrading Roadside Ditch for Trammel-Fresno Road, Complete in place	\$ 15,925.00	\$ 15,925.00
4.	3	EA	Adjust Existing Type "C" Manhole Top to Final Grade, All Depths, Complete in place	\$ 250.00	\$ 750.00
5.	2	EA	Remove Type "E" Inlet Top and Replace with Type "C" Manhole Top, All Depths, Complete in place	\$ 650.00	\$ 1,300.00

PROPOSAL BIDDING SHEET - CONTINUED  
 CONSTRUCTION OF DRAINAGE, PAVING AND APPURTENANCES  
 TO SERVE TEAL BEND BOULEVARD  
 IN FORT BEND COUNTY, TEXAS  
 JOB NO. 1704-0902

**STORM SEWER SYSTEM ITEMS**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
6.	1	EA	Rack Existing Type "C" Manhole and Adjust to Final Grade, Complete in place	\$ 350.00	\$ 350.00
7.	60	SY	24-Inch Inlet Structure, Includes 4-inch Concrete Slope Pavement with Toe Structure, Complete in place	\$ 52.00	\$ 3,120.00
8.	3	EA	Stage I - Standard 5' Reinforced Concrete Precast Inlet ("H-2") All Depth, Includes Inlet Protection Barrier for Stage I Inlets, Complete in place	\$ 615.00	\$ 1,845.00
9.	3	EA	Stage II - Standard 5' Reinforced Concrete Precast or Reinforced Concrete Cast-In-Place Inlet ("H-2"), Complete in place	\$ 1,095.00	\$ 3,285.00
10.	1	LS	Construction of Trapezoidal Swale with 2-Foot Bottom and 4:1 Side Slope, Complete place	\$ 7,850.00	\$ 7,850.00
11.	363	LF	Trench Safety System, All Depths, Complete place	\$ 5.00	\$ 1,815.00
<b>SUBTOTAL STORM SEWER SYSTEM ITEMS</b>				<b>\$</b>	<b>70,124.00</b>

**CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**

**PAVING IMPROVEMENT ITEMS**

<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	683	SY	2" Hot Mix Asphalt Concrete Pavement, Complete in Place	\$ 18.50	\$ 12,635.50
2.	746	SY	10" Crushed Limestone Base Course, Complete in Place	\$ 22.50	\$ 16,785.00
3.	765	SY	6" Lime Stabilized Sub-Grade (Manipulation), Complete in Place	\$ 1.40	\$ 1,071.00
4.	116	LF	6" Monolithic Concrete Curb and Gutter at Trammel-Fresno Asphalt Intersection, Complete in Place	\$ 17.75	\$ 2,059.00
5.	4,299	LF	6" Reinforced Concrete Curb, Complete in Place	\$ 2.00	\$ 8,598.00
6.	6,078	SY	8" Reinforced Concrete Pavement, Complete in Place	\$ 28.00	\$ 170,184.00
7.	6,935	SY	8" Lime Stabilized Sub-Grade (Manipulation), Complete in Place	\$ 1.60	\$ 11,096.00
8.	172	TON	Hydrated Lime for Stabilized Sub-Grade, (7% Lime by Weight) as Required by Soil Conditions and Approved by Geotechnical Engineer, Complete in Place	\$ 150.00	\$ 25,800.00
9.	3,000	CY	Roadway Excavation, Includes 6-Inch Stripping of Project Site and Stockpiling of Strippings, Complete in Place	\$ 3.00	\$ 9,000.00

**PROPOSAL BIDDING SHEET - CONTINUED**  
**CONSTRUCTION OF DRAINAGE, PAVING AND APPURTENANCES**  
**TO SERVE TEAL BEND BOULEVARD**  
**IN FORT BEND COUNTY, TEXAS**  
**JOB NO. 1704-0902**

**PAVING IMPROVEMENT ITEMS**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
10.	8,405	CY	Borrow from Off-Site Location, Includes Fill Material and Hauling to Project Site, Complete in Place	\$ 7.25	\$ 60,936.25
11.	11,405	CY	Roadway Embankment, Includes Stripping, Stockpiling of Strippings, Compaction to 95% Standard Proctor Density, and Re-application of Strippings, Complete in Place	\$ 1.00	\$ 11,405.00
12.	1	LS	Haul Excess Strippings to Off-Site Location, Includes All Disposal Fees, Complete in Place	\$ 2,000.00	\$ 2,000.00
13.	1	LS	Remove Existing Traffic Control Items to Complete Installation of Proposed Permanent Traffic Control Items, Includes Removal of Existing Striping, Signage, and Buttons, Complete in Place	\$ 2,500.00	\$ 2,500.00
14.	4	EA	Remove and Dispose Existing Type III Barricade, Complete in Place	\$ 100.00	\$ 400.00
15.	51	LF	Standard Paving Header, Complete in Place	\$ 12.00	\$ 612.00
16.	3	EA	Extra Traffic Signs, (As Directed by Engineer.) Complete in Place	\$ 450.00	\$ 1,350.00
17.	1	LS	Permanent Traffic Control Devices, In Accordance with Fort Bend County Standards, (Including All Traffic Buttons, Pavement Striping for High Volume Traffic, Street Signs and Traffic Signs), Complete in Place	\$ 5,750.00	\$ 5,750.00

**PROPOSAL BIDDING SHEET - CONTINUED**  
**CONSTRUCTION OF DRAINAGE, PAVING AND APPURTENANCES**  
**TO SERVE TEAL BEND BOULEVARD**  
**IN FORT BEND COUNTY, TEXAS**  
**JOB NO. 1704-0902**

**PAVING IMPROVEMENT ITEMS**

<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
18.	1	LS	Temporary Traffic Control Devices(Includes All Traffic Control Devices <b>Meeting Texas Manual on Uniform Traffic Control Devices</b> , Such As Signs, Flagmen, Drums, <b>Battery Operated Flashing Lights</b> , Striping, Etc, Required During the Construction of the Project), Complete in Place	\$ 5,000.00	\$ 5,000.00
19.	35	SY	Remove Existing Asphalt Pavement and Appurtenances to Complete Asphalt of Intersection of Trammel-Fresno, Complete in Place	\$ 25.00	\$ 875.00
20.	358	SY	Remove Existing Reinforced Concrete Pavement, Includes Approximated 735 LF of Sawcut, Complete in Place	\$ 28.50	\$ 10,203.00
21.	110	LF	Remove and Dispose of Existing Concrete Monolithic Curb and Gutter, Complete in Place	\$ 10.00	\$ 1,100.00
<b>SUBTOTAL PAVING IMPROVEMENTS ITEMS</b>				\$	359,359.75

**CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**

**MISCELLANEOUS ITEMS**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	1983	LF	Reinforced Filter Fabric Barrier, Complete in Place	\$ <u>1.50</u> \$1.00*	\$ <u>2,974.50</u>
2.	10	LF	Dewatering, All Lines, Sizes and Depths, (To Be Used ONLY at the Direction of the Engineer), Complete in Place	\$ <u>20.00</u> \$20.00*	\$ <u>200.00</u>
3.	10	LF	Extra Cost for Wet Sand Construction for Storm Sewers, All Line Sizes and Depths, (To Be Used ONLY at the Direction of the Engineer), Complete in Place	\$ <u>5.00</u> \$5.00*	\$ <u>50.00</u>
4.	150	SY	Stabilized Construction Exit, Complete in Place	\$ <u>16.00</u>	\$ <u>2,400.00</u>
5.	3.75	AC	Clearing and Grubbing, Complete in Place	\$ <u>3,000.00</u>	\$ <u>11,250.00</u>
6.	2.5	AC	Hydro-Mulch Seeding, Complete in Place	\$ <u>1,400.00</u>	\$ <u>3,500.00</u>
7.	1	TON	Extra Cement Stabilized Sand Backfill, (2 Sacks Per Ton), (To Be used ONLY at the Direction of Engineer), Complete in Place	\$ <u>25.00</u>	\$ <u>25.00</u>
8.	9	EA	Burlap Bag Barrier, Complete in Place	\$ <u>10.00</u>	\$ <u>90.00</u>
9.	4415	LF	16" Sod Strip Along Back of Curb, Complete in Place	\$ <u>1.00</u>	\$ <u>4,415.00</u>

\*DENOTES MINIMUM UNIT PRICE BID



PROPOSAL BIDDING SHEET - CONTINUED  
 CONSTRUCTION OF DRAINAGE, PAVING AND APPURTENANCES  
 TO SERVE TEAL BEND BOULEVARD  
 IN FORT BEND COUNTY, TEXAS  
 JOB NO. 1704-0902

**MISCELLANEOUS ITEMS**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
10.	1	EA	Extra Type "A" Inlet on Proposed 4' x 2' Reinforced Concrete box, (Only as Directed by Engineer), Complete in Place	\$ 4,500.00	\$ 4,500.00
11.	3.75	AC	Extra Cost to Haul and Dispose Off-Site Material, Generated from Clearing and Grubbing Activities in Lieu of Burning On-Site. Includes Disposal Fees, (Only as Directed by Engineer), Complete in Place	\$ 3,000.00	\$ 11,250.00
<b>SUBTOTAL MISCELLANEOUS ITEMS</b>				\$	40,654.50

\*DENOTES MINIMUM UNIT PRICE BID

**PROPOSAL BIDDING SUMMARY SHEET  
CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**

SUBTOTAL STORM SEWER SYSTEM ITEMS	\$ 70,124.00
SUBTOTAL PAVING IMPROVEMENT ITEMS	\$ 359,359.75
SUBTOTAL MISCELLANEOUS ITEMS	\$ 40,654.50
TOTAL AMOUNT BID	\$ 470,138.25

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 80 calendar days after the date the work commences and to complete the project within 90 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

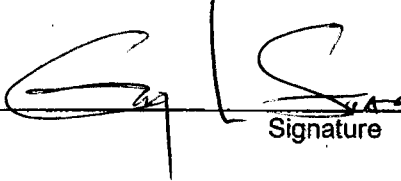
_____ (Signature)	HARRIS CONSTRUCTION COMPANY, LTD. (Company Name – Bidder)
_____ (Type Name)	6602 GUHN ROAD (Address)
_____ (Title)	HOUSTON, TX    HARRIS    77040 (City) (State) (County) (Zip)
_____ (Attest) JENNIFER THORNBURY (Seal, if Bidder is a Corporation)	713-690-0791 (Phone No.)
	713-690-0797 (Fax No.)
	_____ (Email No.)

CONSTRUCTION OF  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS

JOB NO. 1704-0902

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

ADDENDUM NO. 1

  
Signature

Its General Partner GHCC, LLC  
Gregory L. Stadler, Vice President

FEBRUARY 5, 2010

Date

ADDENDUM NO. 2

Signature

Date

ADDENDUM NO. 3

Signature

Date

ADDENDUM NO. 4

Signature

Date

ADDENDUM NO. 5

Signature

Date

ADDENDUM NO. 6

Signature

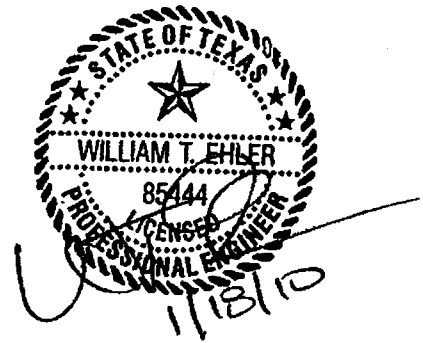
Date

**FORT BEND COUNTY ENGINEERING DEPARTMENT**

**BID PROPOSAL AND  
TECHNICAL SPECIFICATIONS  
FOR CONSTRUCTION OF THE  
DRAINAGE, PAVING AND APPURTENANCES  
TO SERVE  
TEAL BEND BOULEVARD  
IN  
FORT BEND COUNTY, TEXAS**

**JOB NO. 1704-0902**

**DECEMBER 2009**



**LJA ENGINEERING & SURVEYING, INC.  
2929 BRIARPARK DRIVE  
SUITE 600  
HOUSTON, TEXAS 77042-3703  
713.953.5200**

**ADDENDUM NO. 1  
TEAL BEND BOULEVARD PAVING IMPROVEMENTS  
FOR FORT BEND COUNTY  
BID 10-045**

**February 5, 2010**

**LJA JOB NO. 1704-0902 (9.4)**

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The following changes will be considered part of the Construction Plans, Bid Proposal and Contract Documents:

1.) Reference: **Bld Proposal**

Replace: Page 6 of 10 with revised Page 6 of 10 (attached).

Clarification: Burlap Bag Barrier (Inlet Protection Barriers (Stage II) are shown on Sheet 10 of 15. This storm water pollution prevention plan item is used on either side of existing inlets to control silt runoff from construction project sites.

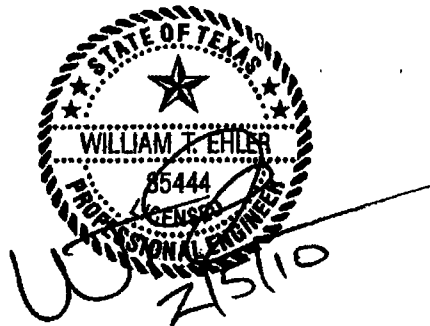
2.) Reference: **Technical Specifications – Section 02319 - Borrow**

Replace: Page 1 of 2 with revised Page 1 of 2 (attached).

3.) Reference: **Technical Specifications – Section 02751 – Concrete Paving**

Replace: Pages 4, 5 and 6 of 11 with revised Pages 4, 5, and 6 of 11 (attached).

There are no other changes or revisions to the Construction Plans, Bid Proposal and Contract Documents at this time.





## COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

February 8, 2010

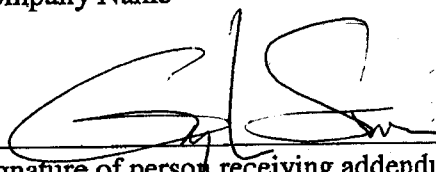
TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 10-045 – Teal Bend Boulevard Paving  
Improvements for Fort Bend County

Please see attached 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.

HARRIS CONSTRUCTION COMPANY, LTD.  
Company Name

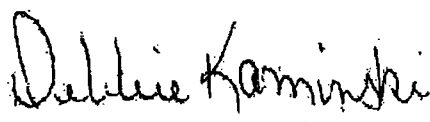
  
Signature of person receiving addendum

Its General Partner GHCC, LLC  
Gregory L. Stadler, Vice President

2/18/2010  
Date

If you have any questions please contact this office.

Sincerely,

  
Debbie Kaminski, CPPB  
Assistant Purchasing Agent

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **Harris Construction Company, Ltd.** as Principal, hereinafter called the Principal, and **Safeco Insurance Company of America** a corporation duly organized under the laws of the State of **Washington** as Surety, hereinafter called the Surety, are held and firmly bound unto

**Fort Bend County**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (\$ **5% of G.A.B.** ),

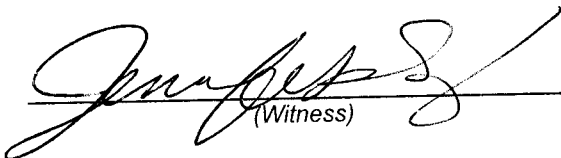
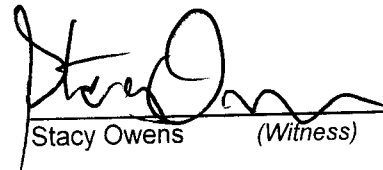
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

### Construction of Paving Improvements to serve Teal Bend Boulevard

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **February, 2010**.

  
(Witness)  
  
Stacy Owens (Witness)

**Harris Construction Company, Ltd.**  
(Principal) (Seal)  
As General Partner GHCC LLC  
Glenn Harris, President  
(Title)  
**Safeco Insurance Company of America**  
(Surety) (Seal)  
Michelle Ulery (Title) Attorney-In-Fact



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

No. 6847

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*\*\*\*\*KELLY J. BROOKS; C. A. MCCLURE; KENNETH L. MEYER; MICHELLE ULERY; Cypress, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of February, 2010



Dexter R. Legg, Secretary



Figure: 28 TAC §1.601(a)(3)

**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Home Office Surety at  
1-206-473-3799

3 You may call (company)'s toll-free telephone  
number for information or to make a complaint  
at:

**(800) 472-5357 Surety Option #7**

4 You may also write to Safeco  
Insurance Company at:

Safeco Plaza  
Seattle, WA 98185

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

**(800) 252-3439**

6 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)

**7 PREMIUM OR CLAIM DISPUTES:**

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

**8 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 contactar a servicio de la oficina  
principal de Safeco Surety al: 1-206-473-3799

Usted puede llamar al número de teléfono  
gratis de (company)'s para información o  
para someter una queja al:

**(800) 472-5357 Surety Opción De #7**

Usted también puede escribir a Safeco  
Insurance Company

Safeco Plaza  
Seattle, WA 98185

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

**(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) (la  
compañía) (agente o la compañía) primero. Si no  
se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

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

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

DATE (MM/DD/YYYY)

02/11/2010

PRODUCER (281)890-9294 FAX (281)890-2229  
Southern American Insurance Agency, Inc.  
8203 Willow Place South  
Suite 500  
Houston, TX 77070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Harris Construction Company, Ltd.  
6602 Guhn Road  
Houston, TX 77040

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Nat'l Fire Ins.of Hartford/CNA

20478

INSURER B: Valley Forge/CNA

20508

INSURER C: Commerce &amp; Industry

INSURER D:

INSURER E:

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	U2086903459	11/15/2009	11/15/2010	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>
	<input checked="" type="checkbox"/> Blanket Add'l Insd				PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> Blanket Waiver				GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:	*INCLUDES LIMITED WORKSITE POLLUTION *INCLUDES CONTRACTUAL LIABILITY			PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
C	<b>GARAGE LIABILITY</b>	BE7227396	11/15/2009	11/15/2010	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$ <b>5,000,000</b>
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE				\$
B	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC2086903476	11/15/2009	11/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ <b>1,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>OTHER Equipment Floater</b>	U2086903459	11/15/2009	11/15/2010	<b>Rented/Leased Equipment \$250,000 Per Item, \$2,500 Ded.</b>

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

RE: Construction of Paving Improvements to serve Teal Bend Boulevard

Certificate holder is additional insured with waiver of subrogation when required by written contract. 30 days notice of cancellation, except 10 days for non-payment.

Certificate is subject to the terms, conditions, exclusions & limitations of the policies.

**CERTIFICATE HOLDER****CANCELLATION**

Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

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

Southern American Ins. Agcy.

*C. A. McClure*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## COMPLETED WORK

<u>Project Name</u>	<u>Amount of Job</u>	<u>Type of</u>	<u>Date Completed</u>	<u>Engineer &amp; address</u>
		<u>Work</u>		
Tuckerton Rd.	\$ 928,413.10	Paving	April-09	Harris County Engineers 1001 Preston Houston, TX
Westside Office Park	\$ 1,353,011.25	Paving	March-09	Edminster, Hinshaw, & Russ 10555 West Office Dr. Houston, TX. 77042 713-784-4500
Valley Lodge Parkway	\$ 469,562.30	Paving	March-09	TC & B 5757 Woodway Houston, TX 77057 713-780-4100