

18C

**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 June 1, 2010. Thank you.

**DATE:** June 3, 2010

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

**AGENDA ITEM**

Bid 10-092	18B
Bid 10-089	18C

6-10-10 orig. ret. to Cheryl at Purchasing

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



**Improvements to Greenbusch Road from Mills Manor Drive to Falcon Landing Boulevard  
for Fort Bend County  
BID 10-089**

**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, May 20, 2010  
1:30 PM (Central)

**MARK ENVELOPE:**

Bid 10-089  
Greenbusch

**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: 04/15/10  
Issued: 04/28/10

TABLE OF CONTENTS  
IMPROVEMENTS TO GREENBUSCH ROAD  
FROM  
MILLS MANOR DRIVE  
TO  
FALCON LANDING BOULEVARD

<u>Document</u>	<u>Title</u>	<u>No. of Pages</u>
1.	Cover Sheet .....	1
2.	Vendor Information .....	1
3.	Bidder Information (Bidder Shall Initial all Sheets) .....	22
4.	Contract (2 copies) .....	2
5.	Scope of Work .....	1
6.	Notice to Contractors – Utility Adjustments .....	9
7.	Bid Form .....	8
8.	Notice of Specifications .....	4
9.	Specifications .....	508
10.	Storm Water Pollution Prevention Plan .....	25
11.	Geotechnical Reports .....	59



## 2. VENDOR INFORMATION

**Vendor Information**

Allgood Construction Company Inc.

Legal Name of Contracting Company

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

281-499-9621

Telephone Number

281-261-5565

Facsimile Number

2647 Joann Street

Complete Mailing Address (for Correspondence)

Stafford, Texas 77477

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Roy Rodriguez / Vice President

Authorized Representative and Title (printed)

roy@allgoodconst.com

Authorized Representative's Email Address

  
Signature of Authorized Representative

### **3. BIDDER INFORMATION (Bidder Shall Initial all Sheets)**

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskd@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

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



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

## **2.0 SCOPE:**

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

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

A pre-bid conference will be conducted on **Thursday, May 6, 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. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage. Contractor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas. County and the members of County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and the members of County Commissioners Court. 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 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 (any one fire)	\$50,000
10.2.6 Medical Expense Limit (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.

**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: TX100046 03/12/2010 TX46

Superseded General Decision Number: TX20080046

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: 03/12/2010

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 10-089

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)).

-----

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 ~~400~~ calendar days (maximum of 575 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

475

**Contract Sheet**

Bid 10-089

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

This memorandum of agreement made and entered into on the 1<sup>st</sup> day of June, 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 Allgood Construction Company Inc.  
(hereinafter designated Contractor). (company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Improvements to Greenbusch from Mills Manor to Falcon Landing Boulevard** 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 1<sup>st</sup> day of June, 20 10.

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

By: [Signature]  
Signature of Contractor

By: Roy Rodriguez / Vice President  
Printed Name and Title

## 4. CONTRACT

**Contract Sheet**

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

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Allgood Construction Company Inc.  
(hereinafter designated Contractor). (company name)

WITNESSETH:


The Contractor and the County agree that the bid and specifications for the **Improvements to Greenbusch from Mills Manor to Falcon Landing Boulevard** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Fort Bend County, Texas

By: \_\_\_\_\_  
County Judge

By:  \_\_\_\_\_  
Signature of Contractor

By: Roy Rodriguez / Vice President  
Printed Name and Title

## 5. SCOPE OF WORK



## **SCOPE OF WORK**

### **GREENBUSCH ROAD FROM MILLS MANOR DRIVE TO FALCON LANDING BLVD.**

This project will consist of widening an existing two-lane asphalt roadway with roadside ditches to a proposed four-lane divided concrete roadway with curb and gutter section and a raised median for Greenbusch Road/Westheimer Parkway from Mills Manor Drive to Falcon Landing Boulevard. Drainage improvements to Greenbusch Road include installing 3 closed storm sewer systems with reinforced concrete pipes and boxes ranging in sizes from 24-inch to 9-foot x 5-foot. The first storm sewer system outfalls into the existing MUD 37 channel located near Shadow Forest Drive. The second system conveys the water along Greenbusch Rd./Westheimer Pkwy. and turns Southwest down Greenbusch Rd. to the Willowfork Outfall. Ditch re-grading and reshaping is also included along the 9-foot x 5-foot RCB stretch of the second storm system. The third system replaces and ties into the existing storm at Falcon Landing Blvd. Typical sections will include two-12-foot wide lanes in each direction constructed of 8-inch reinforced concrete pavement and 6-inch lime treated subgrade. Left turn lanes will be provided at the major intersecting streets and designated driveways. Additionally, limited landscaping activities will be performed within the proposed esplanades and areas behind the curb to the right-of-way line. The project will also include signing, and pavement marking.

## 6. NOTICE TO CONTRACTORS – UTILITY ADJUSTMENTS

Project: #732  
Roadway: Greenbusch (PHASE 2)  
County: Fort Bend

SPECIAL PROVISION  
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to the fact that there are outstanding utility adjustments, as of May 1, 2010, required for the construction of this project. The County estimates that these utility adjustments will be completed as shown.

An extension of working time will be granted, if necessary, for delays caused by interferences beyond the expected completion date.

The Contractor is invited to review the outstanding utility adjustments with the Construction Manager assigned to this project and listed in the "NOTICE TO CONTRACTORS".

The following utilities are to be adjusted by their owners and are expected to be completed by the dates shown.

STATION	OFFSET	DESCRIPTION	OWNER	EXPECTED COMPLETION DATE
115+10 – 25+32	RT	U/G Fiber	AT&T Legacy	A
20+16 - 20+16	RT	U/G Fiber	AT&T Legacy	A
14+29 - 17+09	RT	U/G Fiber	AT&T Legacy	A
18+41 - 22+00	RT	U/G Fiber	AT&T Legacy	A
26+00 - 26+85	RT	U/G Fiber	AT&T Legacy	A
11+52 - 11+52	RT	U/G Fiber	AT&T Legacy	A
107+60 - 40.0	LT	U/G Fiber	AT&T Legacy	A
30+45 - 32+85	RT	U/G Fiber	AT&T Legacy	A
21+70 - 21+70	RT	U/G Fiber	AT&T Legacy	A
16+76 - 16+76	RT	U/G Fiber	AT&T Legacy	A
11+85 - 11+85	RT	U/G Fiber	AT&T Legacy	A

24+87 - 24+87	RT	U/G Fiber	AT&T Legacy	A
32+50 - 41+08	RT	U/G Cable	Consolidated Communications	A
85+18 - 85+47	X	U/G Cable	Consolidated Communications	A
80+30 - 80+56	X	U/G Cable	Consolidated Communications	A
75+98 - 76+06	X	U/G Cable	Consolidated Communications	A
63+96 - 64+38	X	U/G Cable	Consolidated Communications	A
65+90	LT	U/G Cable	Consolidated Communications	A
70+82 - 70+82	X	U/G Cable	Consolidated Communications	A
63+78 - 66+23	RT	30" Gas Line	Houston Pipe Line	C
108+00 - 110+00	RT	6" Gas Line	CenterPoint Energy Gas	B
136+20 - 136+20	LT	6" Gas Line	CenterPoint Energy Gas	B
63+04 - 65+53	X	2" Gas Line	CenterPoint Energy Gas	B
133+20 - 134+37	LT	6" Gas Line	CenterPoint Energy Gas	B
116+57 - 116+57	X	6" Gas Line	CenterPoint Energy Gas	B
116+00	LT	6" Gas Line	CenterPoint Energy Gas	B
125+00	RT	6" Gas Line	CenterPoint Energy Gas	B
116+57 - 129+82	X	6" Gas Line	CenterPoint Energy Gas	B
72+58	LT	6" Gas Line	CenterPoint Energy Gas	B
115+24	LT	6" Gas Line	CenterPoint Energy Gas	B
65+90	LT	6" Gas Line	CenterPoint Energy Gas	B
133+40	LT	6" Gas Line	CenterPoint Energy Gas	B
106+02 - 106+02	X	O/H Electric	CenterPoint Electric	C

75+11 - 75+11	X	O/H Electric	CenterPoint Electric	C
62+17 - 126+71	RT	O/H Electric	CenterPoint Electric	C
101+10 - 101+36	X	O/H Electric	CenterPoint Electric	C
125+01 - 136+62	RT	O/H Electric	CenterPoint Electric	C
13+73 - 47+32	RT	O/H Electric	CenterPoint Electric	C
103+36 - 103+36	RT	O/H Electric	CenterPoint Electric	C
113+32 - 113+40	X	O/H Electric	CenterPoint Electric	C
116+37 - 116+39	X	O/H Electric	CenterPoint Electric	C
120+64 - 121+13	X	O/H Electric	CenterPoint Electric	C
124+92 - 125+05	X	O/H Electric	CenterPoint Electric	C
120+64 - 134+53	LT	O/H Electric	CenterPoint Electric	C
73+53 - 73+58	RT	O/H Electric	CenterPoint Electric	C
136+50 - 136+62	X	O/H Electric	CenterPoint Electric	C
82+61 - 82+61	RT	O/H Electric	CenterPoint Electric	C
88+59 - 88+63	X	O/H Electric	CenterPoint Electric	C
65+61 - 65+62	X	O/H Electric	CenterPoint Electric	C
72+67 - 72+67	RT	O/H Electric	CenterPoint Electric	C
86+69 - 86+75	RT	O/H Electric	CenterPoint Electric	C
149+80 - 149+82	X	O/H Electric	CenterPoint Electric	C
70+81 - 70+82	RT	O/H Electric	CenterPoint Electric	C
110+89 - 110+93	X	O/H Electric	CenterPoint Electric	C
75+97 - 75+99	RT	O/H Electric	CenterPoint Electric	C

62+17 - 106+02	RT	O/H Cable	Phonoscope	D
42+39 - 106+02	X	O/H Cable	Phonoscope	D
106+02 - 106+02	X	O/H Cable	Phonoscope	D
115+44 - 116+04	LT	O/H Cable	Phonoscope	D
116+38 - 116+39	X	O/H Cable	Comcast	E
53+40 - 53+76	RT	O/H Cable	Comcast	E
77+57	RT	10" Gas Line w/ 12" Casing	Kinder Morgan	F
134+37	LT	U/G Conduit	Consolidated Communications	G
72+58	LT	4" San FM	Ft. Bend Co. MUD No. 37	G
65+90	LT	4" San FM	Ft. Bend Co. MUD No. 37	G
136+24 - 139+45	X	12" San FM	Harris - Ft. Bend Co. MUD No. 1	G
133+02 - 133+40	X	8" Waterline	Harris - Ft. Bend Co. MUD No. 5	G
66+17 - 66+27	RT	30" Gas Line	Houston Pipe Line	G
116+00	RT	30" Gas Line	Houston Pipe Line	G
107+91	RT	12" Gas Line	Katy Transfer & Storage (Enstor)	G
100+22	RT	12" Gas Line	Kinder Morgan	G
102+38 - 102+85	LT	20" Gas Line	Kinder Morgan	G
73+10	X	30" Gas Line	Williams	H
73+45	X	30" Gas Line	Williams	H
11+13 - 28+45	RT	U/G Cable	Consolidated Communications	I
102+77 - 102+79	LT	(27) 4" PVC Duct Bank	Consolidated Communications	I
100+10	X	8" Waterline	Enstor	I

89+32 - 89+33	X	U/G Cable	Consolidated Communications	A
89+42 - 89+42	LT	U/G Cable	Consolidated Communications	A
90+06 - 90+46	RT	O/H Electric	CenterPoint Electric	C
93+80 - 93+80	X	U/G Conduit	Consolidated Communications	G
93+82 - 93+88	X	O/H Electric	CenterPoint Electric	C

- A. To be adjusted within 30 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.
- B. To be adjusted within 45 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.
- C. To be adjusted within 90 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.
- D. To be adjusted within 10 days after CenterPoint Electric has relocated their power lines and the company is notified in writing by the highway contractor.
- E. To be adjusted within 30 days after CenterPoint Electric has relocated their power lines and the company is notified in writing by the highway contractor.
- F. To be adjusted by highway contractor during construction.
- G. No conflict with proposed road facilities.
- H. To be adjusted before contractor begins construction.
- I. Utility requests contractor to notify them when crew will be in area to make minor adjustments if necessary.

## UTILITY STATUS

PROJECT: #732  
 HIGHWAY: GREENBUSCH (PHASE 2)  
 COUNTY: FORT BEND  
 LIMITS: SHADOW FORREST TO FALCON LANDING

OWNER	STATUS	EXPECTED COMPLETION DATE	EFFECT ON CONSTRUCTION
AT&T	To be adjusted within 30 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.	A	The Contractor will have other areas to work while the utilities are being adjusted
Consolidated Communications	To be adjusted within 30 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.	A	The Contractor will have other areas to work while the utilities are being adjusted
Houston Pipe Line	To be adjusted within 90 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.	C	The Contractor will have other areas to work while the utilities are being adjusted
CenterPoint Energy Gas	To be adjusted within 45 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.	B	The Contractor will have other areas to work while the utilities are being adjusted
CenterPoint Electric	To be adjusted within 90 days after the right of way is acquired, cleared and staked, the conflicts staked and the utility company is notified in writing by the highway contractor.	C	The Contractor will have other areas to work while the utilities are being adjusted
Phonoscope	To be adjusted within 10 days after CenterPoint Electric has relocated their power lines and the company is notified in writing by the highway contractor.	D	The Contractor will have other areas to work while the utilities are being adjusted
Comcast	To be adjusted within 30 days after CenterPoint Electric has relocated their power lines and the company is notified in writing by the highway contractor.	E	The Contractor will have other areas to work while the utilities are being adjusted



Kinder Morgan	To be adjusted by highway contractor during construction.	F	The Contractor will be responsible for adjusting conflicts.
Consolidated Communications	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Ft. Bend Co. MUD No. 37	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Harris - Ft. Bend Co. MUD No. 5	Possible conflict with 8" water line - to be field verified by roadway contractor.	G	The Contractor will have other areas to work while resolution for conflict is determined
Harris - Ft. Bend Co. MUD No. 1	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Houston Pipe Line	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Enstor	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Kinder Morgan	No conflict with proposed road facilities.	G	The Contractor will have other areas to work while the utilities are being adjusted
Williams	To be adjusted before contractor begins construction.	H	The Contractor will have other areas to work while the utilities are being adjusted
Consolidated Communications	Utility requests contractor to notify them when crew will be in area to make minor adjustments if necessary.	I	The Contractor will have other areas to work while the utilities are being adjusted
Enstor	Utility requests contractor to notify them when crew will be in area to make minor adjustments if necessary.	I	The Contractor will have other areas to work while the utilities are being adjusted



## Guidelines for Construction near Kinder Morgan Operated Facilities

Name of Company: KM

The list of construction and contractor requirements, including but not limited to the following, for the installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the ROW Department.

### Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from KM (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



## Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

### Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
  2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
  3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
  4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
  6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
  7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

## 7. BID FORM

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

ADDENDUM NO. 1  
Document 00410  
BID FORM

To: **County Purchasing Agent  
Fort Bend County  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471**

Project: Greenbusch Road Improvements From Mills Manor Drive to Falcon Landing  
Boulevard Fort Bend County Mobility Improvement Project #732

Bid No.: 10-089

Bidder: Allgood Construction Company Inc.

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

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

**BASE UNIT PRICE TABLE:**

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>A. SITE PREPARATION</b>						
1	104	Remove Existing Concrete	SY	818	\$ 8.03	\$ 6,568.54
2	110	Roadway Excavation	CY	45655	\$ 4.28	\$ 195,403.40
3	162	Block Sodding (16" Behind Curb)	SY	4560	\$ 2.41	\$ 10,989.60
4	165	Hydromulch Seeding	AC	7	\$ 1,284.00	\$ 8,988.00
5	434	Flowable Fill	CY	2	\$ 642.00	\$ 1,284.00
6	465	Remove & Dispose of Existing Concrete, Metal or Plastic Pipe	LF	3644	\$ 8.56	\$ 31,192.64
7	495	Remove & Dispose of Existing Inlets	EA	13	\$ 535.00	\$ 6,955.00
8	516	Flex Beam Guardrail w/Mow Strip	LF	300	\$ 35.31	\$ 10,593.00
9	516	Terminal anchor Section (25')	EA	2	\$ 802.50	\$ 1,605.00
10	540	Remove/Dispose of Existing Asphaltic Surface and Base Material	SY	30620	\$ 1.87	\$ 57,259.40
11	TxDOT 5061	10" C900 PVC DR 18 (Water and Sanitary Sleeves)	LF	200	\$ 19.26	\$ 3,852.00
12	TxDOT 5457	Cut and Cap 10" Gas Pipeline	EA	2	\$ 1,070.00	\$ 2,140.00
13	DRAWING	Project Identification Sign	EA	2	\$ 588.50	\$ 1,177.00
<b>Subtotal Site Preparations</b>						<b>\$ 338,007.58</b>

00410-1  
5/13/2010

W

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>B. PAVEMENT</b>						
14	220	Lime Stabilized Subgrade (6" Thick)	SY	73711	\$ 1.44	\$ 106,143.84
15	221	Type A, Hydrated Lime (Estimated at 6% by Dry Weight)	TON	994	\$ 144.45	\$ 143,583.30
16	250	Black Base	TON	953	\$ 63.86	\$ 60,858.58
17	310	Prime Coat	GAL	239	\$ 3.71	\$ 886.69
18	340	Hot Mix-Hot Laid Asphaltic Concrete for Driveways (2" Thick)	TON	168	\$ 84.46	\$ 14,189.28
19	340	Hot Mix-Hot Laid Asphaltic Concrete in 2-1 1/2" Lifts (3" Thick)	TON	158	\$ 79.31	\$ 12,530.98
20	360	High Early Strength Reinforced Concrete Pavement (8" Thick)	CY	200	\$ 141.24	\$ 28,248.00
21	360	Reinforced Concrete Pavement (8" Thick)	SY	65891	\$ 26.97	\$ 1,777,080.27
22	360	Reinforced Concrete Driveways (7" Thick)	SY	1373	\$ 26.16	\$ 35,917.68
23	360	Dowels (1" Dia.) (18" Long)	EA	430	\$ 5.35	\$ 2,300.50
24	530	Concrete Curb	LF	39387	\$ 2.03	\$ 79,955.61
25	530	Concrete Sidewalk (4 1/2" Thick)	SY	35	\$ 28.89	\$ 1,011.15
26	530/531	Colored Concrete Wheelchair Ramp	SY	15	\$ 58.85	\$ 882.75
27	535	Concrete Median Pavement (6" Thick)	SY	1156	\$ 22.47	\$ 25,975.32
28	536	Coloring Concrete Median (Black)	SY	1156	\$ 5.35	\$ 6,184.60
<b>Subtotal Pavement</b>						<b>\$ 2,295,748.55</b>

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>C. STORM SEWER</b>						
29	420	Cast-in-Place Junction Box w/ Manhole (11' X 14')	EA	1	\$ 26,750.00	\$ 26,750.00
30	420	Cast-in-Place Junction Box w/ Manhole (12' X 19')	EA	1	\$ 32,100.00	\$ 32,100.00

00410-2  
5/13/2010

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

31	429	Trench Safety System (5 to 10 feet)	LF	3340	\$ 0.54	\$ 1,803.60
32	429	Trench Safety System (10 to 15 feet)	LF	7220	\$ 0.80	\$ 5,776.00
33	429	Trench Safety System (15 to 20 feet)	LF	3664	\$ 1.07	\$ 3,920.48
34	459	Timber Bent for Outfall	EA	3	\$ 1,070.00	\$ 3,210.00
35	460	18"x28.5" Reinforced Concrete Arch Pipe, Type III with Rubber Gaskets	LF	109	\$ 57.31	\$ 6,246.79
36	460	22.5"x36.25" Reinforced Concrete Arch Pipe, Type III with Rubber Gaskets	LF	129	\$ 67.37	\$ 8,690.73
37	460	24" Reinforced Concrete Pipe, Type III with Rubber Gaskets	LF	976	\$ 0.00	\$ 0.00
38	460	30" Reinforced Concrete Pipe, Type III with Rubber Gaskets	LF	1581	\$ 0.00	\$ 0.00
39	460	36" Reinforced Concrete Pipe, Type III with Rubber Gaskets	LF	1891	\$ 0.00	\$ 0.00
40	460	42" Reinforced Concrete Pipe, Type III with Rubber Gaskets	LF	643	\$ 0.00	\$ 0.00
41	460	48" Reinforced Concrete Pipe, Type III with Rubber Gaskets	LF	588	\$ 0.00	\$ 0.00
42	461	24" Corrugated Metal Pipe (16 Gauge)	LF	22	\$ 32.10	\$ 706.20
43	461	42" Corrugated Metal Pipe (16 Gauge)	LF	598	\$ 58.85	\$ 35,192.30
44	461	48" Corrugated Metal Pipe (16 Gauge)	LF	182	\$ 69.55	\$ 12,658.10
45	461	84" Corrugated Metal Pipe (16 Gauge)	LF	60	\$ 187.25	\$ 11,235.00
46	463	SET (Type II)(42 in)(RCP)(6:1)(P)	EA	8	\$ 3,745.00	\$ 29,960.00
47	471	Precast Concrete Manhole (All Depths)	EA	23	\$ 2,503.80	\$ 57,587.40
48	471	Junction Box/Manhole with Cone Top	EA	2	\$ 4,542.15	\$ 9,084.30
49	472	Precast Concrete Type 'A' Inlet (All Depths)	EA	10	\$ 1,439.15	\$ 14,391.50
50	472	Precast Concrete Type 'B' Inlet (All Depths)	EA	1	\$ 1,605.00	\$ 1,605.00
51	472	Precast Concrete Type 'C' Inlet (All Depths)	EA	9	\$ 1,498.00	\$ 13,482.00
52	472	Precast Concrete Type 'C-1' Inlet (All Depths)	EA	13	\$ 2,102.55	\$ 27,333.15

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

53	472	Precast Concrete Type 'C-2' Inlet (All Depths)	EA	7	\$ 2,637.55	\$ 18,462.85
54	472	Precast Concrete Type 'C' Inlet (Modified)(All Depths)	EA	1	\$ 2,685.70	\$ 2,685.70
55	472	Precast Concrete Type 'C-1' Inlet (Modified)(All Depths)	EA	3	\$ 3,049.50	\$ 9,148.50
56	472	Precast Concrete Type 'C-2' Inlet (Modified)(All Depths)	EA	2	\$ 3,803.85	\$ 7,607.70
57	472	Precast Concrete Type 'E' Inlet (All Depths)	EA	8	\$ 1,872.50	\$ 14,980.00
58	473	Adjust Existing Manhole	EA	4	\$ 133.75	\$ 535.00
59	480	Concrete Box Culvert (3' X 2')	LF	44	\$ 88.50	\$ 3,894.00
60	480	Concrete Box Culvert (5' X 4')	LF	2063	\$ 152.71	\$ 315,040.73
61	480	Concrete Box Culvert (6' X 4')	LF	1307	\$ 172.38	\$ 225,300.66
62	480	Concrete Box Culvert (8' X 5')	LF	80	\$ 248.23	\$ 19,858.40
63	480	Concrete Box Culvert (9' X 5')	LF	3594	\$ 299.27	\$ 1,075,576.38
64	491	Reinforced Concrete Slope Paving (8" Thick)	SY	65	\$ 37.45	\$ 2,434.25
65	493	Broken Concrete Riprap (18" Thick)	SY	250	\$ 35.31	\$ 8,827.50
66	COH 02081-04	Manhole for Proposed Concrete Box Sewer	EA	15	\$ 1,230.50	\$ 18,457.50
67	COH 02084-06	Storm Sewer Type "D" Inlet Grate and Frame	EA	1	\$ 1,663.85	\$ 1,663.85
68	TxDOT 472-2010	42" Reinforced Concrete Pipe (Remove and Re-lay )	LF	357	\$ 42.96	\$ 15,336.12
69	TxDOT 760	Ditch Cleaning and Reshaping	LF	6190	\$ 2.14	\$ 13,246.60
<b>Subtotal Storm Sewer</b>						<b>\$ 2,054,788.89</b>

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>D. TRAFFIC DEVICES</b>						
70	500	Remove & Relocate Traffic Signs	LS	1	\$ 2,782.00	\$ 2,782.00
71	624	Aluminum Signs	EA	25	\$ 246.10	\$ 6,152.50
72	660	4" White Refl Pav Mrk Sld, Type I or II	LF	940	\$ 0.31	\$ 291.40
73	660	4" White Refl Pav Mrk Brk, Type I or II	LF	9000	\$ 0.33	\$ 2,970.00



Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

74	660	8" White Refl Pav Mrk Sld, Type I or II	LF	4150	\$ 0.68	\$ 2,822.00
75	660	12" White Refl Pav Mrk Sld, Type I or II	LF	420	\$ 2.57	\$ 1,079.40
76	660	24" White Refl Pav Mrk Sld, Type I or II	LF	320	\$ 4.82	\$ 1,542.40
77	660	4" Yellow Refl Pav Mrk Sld, Type I or II	LF	350	\$ 0.33	\$ 115.50
78	660	12" Yellow Refl Pav Mrk Sld, Type II Paint (median nose)	LF	9575	\$ 0.82	\$ 7,851.50
79	660	Refl Pav Mrk White, Arrow, Type I	EA	29	\$ 117.70	\$ 3,413.30
80	660	Refl Pav Mrk White, Word, Type I	EA	29	\$ 149.80	\$ 4,344.20
81	663	Raised Pavement Markers, Type II-A-A	EA	16	\$ 2.89	\$ 46.24
82	663	Raised Pavement Markers, Type II-C-R	EA	2154	\$ 2.89	\$ 6,225.06
83	663	Traffic Buttons, White	EA	1454	\$ 2.68	\$ 3,896.72
<b>Subtotal Traffic Devices</b>						<b>\$ 43,532.22</b>

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>E. TRAFFIC CONTROL</b>						
84	665	Work Zone Pavement Markings (4") White Sld, Remov	LF	30000	\$ 0.49	\$ 14,700.00
85	665	Work Zone Pavement Markings (4") White Dot , Remov	LF	180	\$ 1.18	\$ 212.40
86	665	Work Zone Pavement Markings (24") White Sld, Remov	LF	120	\$ 2.46	\$ 295.20
87	665	Work Zone Pavement Markings White Arrow, Remov	LF	3	\$ 139.10	\$ 417.30
88	665	Work Zone Pavement Markings White Word, Remov	LF	3	\$ 192.60	\$ 577.80
89	665	Work Zone Pavement Markings (4") Yellow Sld, Remov	LF	1700	\$ 0.49	\$ 833.00
90	665	Work Zone Pavement Markings (4") Yellow Brk, Remov	LF	3400	\$ 0.54	\$ 1,836.00
91	665	Work Zone Pavement Markings (4") Yellow Dot, Remov	LF	160	\$ 1.18	\$ 188.80
92	665	Work Zone Pavement Markings (4") White Sld , Non-Remov	LF	2500	\$ 0.27	\$ 675.00

00410-5  
5/13/2010

*m*

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

93	665	Work Zone Pavement Markings (4") Yellow Sld, Non-Remov	LF	4050	\$ 0.27	\$ 1,093.50
94	665	Work Zone Pavement Markings (4") Yellow Brk, Non-Remov	LF	2700	\$ 0.27	\$ 729.00
95	671	Traffic Control Plan	MO	12	\$ 1,070.00	\$ 12,840.00
96	696	Temporary Low Profile CTB (Furnish, Inst., Rem.) (TY 1 and Ty 2)	LF	1540	\$ 21.40	\$ 32,956.00
97	673	HMAC Base Course, 8" (Temp Detour Pavement)	TON	2280	\$ 59.74	\$ 136,207.20
98	673	HMHL AC, 2" Ty D (Temp Detour Pavement)	TON	570	\$ 71.33	\$ 40,658.10
99	673	Prime Coat	GAL	1300	\$ 3.71	\$ 4,823.00
100	673	Temp 24" RCP Pipe	LF	80	\$ 37.45	\$ 2,996.00
<b>Subtotal Traffic Control</b>						<b>\$ 252,038.30</b>

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>F. SWPPP</b>						
101	713	Reinforced Filter Fabric Barrier	LF	1290	\$ 1.34	\$ 1,728.60
103	719	Inlet Protection Barrier	EA	45	\$ 48.15	\$ 2,166.75
102	724	Stablized Construction Access (TY I)	SY	1300	\$ 10.70	\$ 13,910.00
103	750	Rock Filter Dams	LF	80	\$ 26.75	\$ 2,140.00
104	725	Erosion/Sediment Control in accordandance with TDPES requirements, including NOI, NOT, maintenance, inspection and reporting	LS	1	\$ 1,070.00	\$ 1,070.00
105	750	Rock Filter Dams	LF	80	\$ 26.75	\$ 2,140.00
<b>Subtotal SWPPP</b>						<b>\$ 23,155.35</b>

<b>TOTAL BASE UNIT PRICES</b>	<b>\$ 5,394,272.27</b>
-------------------------------	------------------------

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>G. EXTRA ITEMS</b>						
106	431	*Jacking, Boring or Tunneling Pipe	LF	100	\$ 64.20	\$ 6,420.00
107	436	Well Point System for Dewatering	LF	2000	\$ 10.70	\$ 21,400.00
108	672	Off-duty uniformed local law officers	HR	240	\$ 37.45	\$ 8,988.00
109	COH 02511	Waterline Adjustment	EA	2	\$ 3,745.00	\$ 7,490.00
<b>TOTAL EXTRA UNIT PRICES</b>						\$16,478.00

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
<b>H. ALTERNATE BID ITEMS (Contractor to bid on either Bid Item numbers 36-40 OR 110-114 but NOT BOTH)</b>						
110	HCFCO 02505	*HDPE Pipe (24 IN)	LF	976	\$ 42.81	\$ 41,782.56
111	HCFCO 02505	*HDPE Pipe (30 IN)	LF	1581	\$ 53.13	\$ 83,998.53
112	HCFCO 02505	*HDPE Pipe (36 IN)	LF	1891	\$ 70.65	\$ 133,599.15
113	HCFCO 02505	*HDPE Pipe (42 IN)	LF	643	\$ 84.34	\$ 54,230.62
114	HCFCO 02505	*HDPE Pipe (48 IN)	LF	588	\$ 96.79	\$ 56,912.50
<b>TOTAL ALTERNATE BID ITEMS</b>						\$370,523.38

\*If Alternate Bid Items 110 to 114 (HCFCO Spec. No. 02505 - HDPE Pipe) are used, a steel casing will be required for any pipes that are jacked, bored, or tunneled. This casing is incidental to Extra Unit Item 106 (Harris County Spec. No. 431 Jacking, Boring or Tunneling Pipe).

REST OF PAGE INTENTIONALLY LEFT BLANK

Greenbusch Road Improvements  
Fort Bend County Mobility Improvement Project #732

**BID 10-089**

**NOTE:**

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

**TOTAL BID PRICE:**

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

\$ 5,394,272.27

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

Bidder: Allgood Construction Company., Inc.

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

**\*\*By:**

R. Rodriguez  
Signature

May 20, 2010

Date

**Name:**

Roy Rodriguez

(Print or type name)

Vice President

Title

**Address:**

2647 Joann Street

(Mailing)

Stafford, Texas 77477

(Street, if different)

**Telephone and Fax Number:** 281-499-9621

(Print or type numbers)

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

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

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

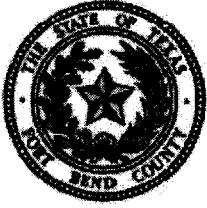
**BID WILL BE AWARDED ON THE BASIS OF THIS TOTAL BID PRICE SHOWN ON THIS PAGE.**

**END OF DOCUMENT**

00410-8

5/13/2010

*[Handwritten signature]*



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

May 14, 2010

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 10-089 – Construction of Greenbusch Road  
Improvements from Mills Manor Drive to Falcon Landing Boulevard

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.

AUGOOD CONSTRUCTION Co, INC  
Company Name

[Signature]  
Signature of person receiving addendum

05/20/2010  
Date

If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB  
Assistant Purchasing Agent



## ALLGOOD CONSTRUCTION COMPANY, INC.

UTILITY & PAVING CONTRACTOR

2647 JOANN STREET STAFFORD, TX 77477

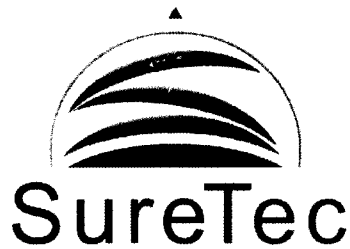
(281) 499-9621 TELEPHONE \* (281) 261-5565 FAX

### Supplier Information

Rinker Materials  
6560 Langfield, Building 3  
Houston, Texas 77092  
Nancy Patterson – 832-590-5400  
fax – 832-590-5499  
high credit - \$900,000

Katy Steel Co.  
28011 US Hwy. 90  
Katy, Texas 77494  
Scott Rupard – 281-391-7047  
fax – 281-391-3848  
high credit - \$100,000

TXI Operations LP  
1341 W. Mockingbird Lane, Suite 700 W  
Dallas, Texas 75247  
Vivian Newsome – 972-647-6743  
fax – 972-647-6736  
high credit - \$500,000



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we Allgood Construction Company, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Fort Bend County as obligee, hereinafter called the Obligee, in the sum of 5% Greatest Amount Bid ----- Percent (5% G.A.B.) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Greenbusch Road Improvements from Mills Manor Drive to Falcon Landing Boulevard.

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

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

SIGNED, sealed and dated this 20th day of May, 2010.

Allgood Construction Company, Inc.  
(Principal)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SureTec Insurance Company

BY: \_\_\_\_\_

Kimberly J. Smith, Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

State of Texas  
County of Harris

ss:

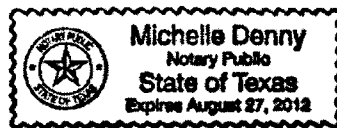


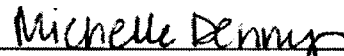
SURETEC INSURANCE COMPANY

By: 

B.J. King, President

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





Michelle Denny, Notary Public

My commission expires August 27, 2012

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

Given under my hand and the seal of said Company at Houston, Texas this 20th day of May, 20 10, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-3800 any business day between 8:00 am and 5:00 pm CST.



<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b> <b>Statutory Complaint Notice</b></p>
--

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

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

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

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [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 Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

---

### **Terrorism Risks Exclusion**

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

---

### **Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

---

### **Warranty Limitation Rider**

In no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty five months after the date on which Subcontractor either substantially completed its work or breached the Subcontract, whichever is the first to occur.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/4/2010PRODUCER (800) 627-6474 FAX: (866) 652-9382  
Guaranty Insurance Services, Inc.  
13111 Northwest Freeway  
Suite 420

Houston TX 77040

INSURED  
Allgood Construction Company, Inc.  
2647 Joann Street

Stafford TX 77477

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.

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Bituminous Casualty Corp.

20095

INSURER B: Texas Mutual Ins. Co.

22945

INSURER C: Hanover Insurance Company

22292

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	X	GENERAL LIABILITY	CLP3267698	9/30/2009	9/30/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Blkt. Contractual				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY	CAP3533225	9/30/2009	9/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	CUP2585589	9/30/2009	9/30/2010	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001118762	9/30/2009	9/30/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Contractors Equip	IHD647582700	9/30/2009	9/30/2010	leased/Rented
						Any One Item 300,000
						Maximum 500,000

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

FOR BID PURPOSES - Greenbusch Road Improvements from Mills Manor Drive to Falcon Landing Blvd. Additional Insured in favor of certificate holder as respects to General and Auto Liability where required by written contract. Waiver of Subrogation in favor of Fort Bend County as respects to General and Auto Liability and Workers Compensation where required by written contract. Liability insurance is primary.

## CERTIFICATE HOLDER

Fort Bend County  
4520 Reading Road  
Rosenberg, TX 77471

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Dick Bright/MGENTR

## **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.

To Instructions to Bidders

CONTRACTOR'S STATEMENT OF QUALIFICATIONS  
("Statement")

Date of Contractor's Statement: May 20, 2010

☐ Individual

☐ Partnership

☐ Joint Venture

Legal Name of Contractor

☒ Corporation

Allgood Construction Company, Incorporated

☐ Limited Liability Company

☐ Other (Please explain)  
\_\_\_\_\_

Address 2647 Joann Street , Stafford Texas 77477

Telephone ( 281 ) 499-9621 Fax ( 281 ) 261-5565

Federal Identification Number (E.I. or S.S.) 76-0135291

I (i) certify that all information contained in this Statement is true, correct, and complete and (ii) am an authorized representative of Contractor and duly authorized to execute this Statement.

By:



Name (please print/type):

Sterling Moore

Title (please print/type):

President

## CONTRACTOR INFORMATION AND EXPERIENCE QUESTIONNAIRE

### ORGANIZATIONAL BACKGROUND

Type of Organization (circle one):

Sole Proprietorship      Partnership      Corporation      Limited Liability Company      Other: \_\_\_\_\_

1. Date of Organization/Incorporation: March 1985

2. Dunn & Bradstreet Number: 137374179

3. Principal place(s) of business: 2647 Joann Street , Stafford Texas 77477

4. Partners/Principals/Owners (owning 10% or more): \_\_\_\_\_

5. Officers:

President	<u>Sterling Moore</u>
Vice President	<u>Roy Rodriguez</u>
Secretary	<u>Robin Moore</u>
Treasurer	<u>Sterling Moore</u>

6. How many years has the business been operating under its present name? 24 Years

a) Under what other names has the business operated? None

b) If the answer to any of the following questions is "Yes", attach details including a list of creditors amount owed each, amounts repaid, resolution of proceedings, etc.:

YES

NO

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the business ever defaulted, declared bankruptcy, or undergone reorganization procedures?                   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has a predecessor of the business defaulted, declared bankruptcy, or undergone reorganization procedures?       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there presently any outstanding claims pending against the business?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the business been involved in litigation within the past 5 years or is it currently involved in litigation? |

## CONSTRUCTION EXPERIENCE

1. How many years of experience in construction work has the business had?

As a general contractor 24 years As a subcontractor \_\_\_\_\_ years

2. What types of work does the business normally perform? Underground Utilities and Paving

3. Has the business or any owner, officer, partner or member of the business:

YES NO

- ☐ ☒ ever failed to complete a construction contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract, or refused to enter into contract for work awarded to it?

If yes, attach details, including name of project, contract amount, type of work, name and address of project engineer, contractor, and owner, when where, and why.

- ☐ ☒ ever been cited or convicted for violation of any OSHA or State safety law/regulation?

If yes, attach details, including project name, project engineer, owner, when, where, governing agency, and final disposition, of citation or conviction.

4. Attach a list of all projects with construction cost greater than \$100,000 that the business has completed within the last 5 years in the local area (beginning with the most current and not to exceed the last ten consecutive jobs). Include the following information:

- Name of Project
- Amount
- Type of Work
- Percentage subcontracted
- Amount subcontracted
- Schedule completion date
- Date completed
- Location (city, county, state)
- Name, address, and telephone number of:
  - Project Engineer
  - Contractor (if subcontractor)
  - Owner

5. Attach a list of major construction projects the business has in process. Include the following information:

- Name of Project
- Amount
- Type of Work
- Percentage Completed
- Schedule Completion
- Location (city, county, state)
- Name, address, and telephone number of:
- Project Engineer
- Contractor (if subcontractor)
- Owner

6. Provide resumes and list construction experience of the principal individuals of your organization (include not only officers and principals of the organization, but also field superintendents who will be in charge of the Work). Add additional sheets as needed.

Name	Current Position	Years w/Company	Years Experience
Roy Rodriguez	Project Manager	20 years	20 years
Rick Rodriguez	Superintendent	18 years	13 years
Randy Rodriguez	Superintendent	16 years	11 years
Rolando Vazquez	Foreman	15 years	5 years
Olivio Ochoa	Foreman	10 years	8 years

7. Attach a list of subcontractors that are anticipated to perform any portion of the Work valued at \$25,000 of the total bid or more. Include the following information:

- Name
- Address
- Work to be done
- Percentage of Contract
- Estimated amount of Contract
- Individuals responsible for Work

## REFERENCES

1. List all banks with which the Contractor has done business during the past 5 years. List the current bank first. Add additional sheets as needed.

Bank Name	Address	Contact	Telephone
Compass Bank	5 Riverway Drive , Houston Texas 77210	Delores Serrano	713-993-8520
Prosperity Bank	1101 Post Oak Blvd., Houston, Texas	Angela Torres	713-892-4733
<hr/>			

2. Provide the following information regarding payment, performance, and maintenance bonds:

- a) Name and address of surety company:

SureTec Insurance Company  
952 Echo Lane, Suite 450  
Houston, Texas 77024

- b) Company File Number:

FEIN 760568746

- c) Authorized to do business in the state where the Site is located?

Yes

- d) Authorized to issue payment, performance, and maintenance bonds within the state where the Site is located?

Yes

- e) Maximum amount of bond authorized to issue:

\$ 5 Million

- f) Rating (as listed in Best's Key Guide):

A (Excellent)

- g) Financial size category (as listed in Best's Key Guide):

VII ( 50 Million to 100 Million)

3. Name and address of agent and agency (company or partnership for which agent works):

Guaranty Insurance Services  
13111 Northwest Freeway, Suite 420  
Houston, Texas 77040

4. Does agent have appointment from insurance company authorizing agent to sign bonds?

Yes

5. Attach business financial statements, including most recent income statement and balance sheet. If most recent information available is unaudited, but business has audited statements available for an earlier period, include unaudited as well as audited statements.



AUTHORIZATION FOR VERIFICATION AND AFFIDAVIT  
("Authorization")

STATE OF Texas

COUNTY OF Fort Bend

The undersigned, Sterling Moore, being duly sworn,  
deposes and says that he/she is President of Allgood Construction Company, Inc  
(the "Contractor") and declares that:

1. The Contractor's Statement of Qualifications (the "Contractor's Statement") is given for the express purpose of inducing the Company and/or Owner, if applicable, to award the Contractor a contract.
2. Any person, depository, agency, or other entity named in the Contractor's Statement is authorized to supply Company and/or Owner, if applicable, or its representative with any information necessary to verify statements contained in the Contractor's Statement.
3. The Contractor's Statement is a true and accurate statement as of the date of the Contractor's Statement.
4. The financial statements included with the Contractor's Statement are taken from the Contractor's financial records, and are true and accurate statement of Contractor's financial condition as of their date.
5. I am authorized to execute this Authorization on behalf of the Contractor on this 20<sup>th</sup> day of May, 20 10.

By: *SM*

Name: Sterling Moore

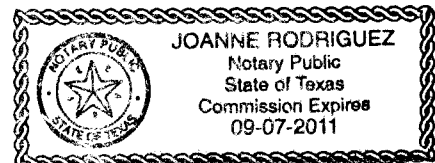
(please print/type)

Title: President

(please print/type)

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup> day of May, 20 10, by Sterling Moore, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*Joanne Rodriguez*  
Notary Public, State of Texas





# ALLGOOD CONSTRUCTION COMPANY, INC.

UTILITY & PAVING CONTRACTOR

2647 JOANN STREET STAFFORD, TX 77477

(281) 499-9621 TELEPHONE \* (281) 261-5565 FAX

## Completed Projects

Contract Amount	Name of Project & Location	Date Completed	Owner	Engineer
\$924,134	Westheimer Lakes North Drive Phase 2 WS&D Katy, Ft. Bend, Texas	1/07	Land Tejas Development Rick Gadd (713) 783-6702	Jones & Carter Inc. Jonathan Unterreiner (281) 363-4039
\$735,630	Westheimer Lakes North Drive Section 3&4 Paving Katy, Ft. Bend, Texas	1/07	Land Tejas Development Rick Gadd (713) 783-6702	Jones & Carter Inc. Jonathan Unterreiner (281) 363-4039
\$1,424,240	Canyon Lakes West Section 2 WS&D Houston, Harris, Texas	3/07	Land Tejas Development James Henrie (713) 783-6702	Huitt-Zollars Inc. John Savage (281) 496-0066
\$910,050	Lakes of Fairhaven Section 2 WS&D & Paving Cypress, Harris, Texas	5/07	Mustang Development Mike Walton (281) 391-1280	
\$915,840	Sterling Lakes Section 4 Paving Iowa Colony, Brazoria, Texas	6/07	Land Tejas Development Rick Gadd (713) 783-6702	Pate Engineers Steve Zottlemeyer (713) 462-3178
\$1,546,089	Sterling Lakes Drive Paving Iowa Colony, Brazoria, Texas	6/07	Land Tejas Development Rick Gadd (713) 783-6702	Pate Engineers Steve Zottlemeyer (713) 462-3178
\$537,520	Pine Creek @ Canyon Lakes West Sect. 4, WS&D Houston, Harris, Texas	11/07	Beazer Greg Coleman (713) 897-2100	KMS Engineering David Keel (281) 598-0000
\$2,879,919	Sterling Lakes @ Iowa Colony Detention Iowa Colony, Brazoria, Texas	12/07	Land Tejas Development Rick Gadd (713) 783-6702	Pate Engineers Steve Zottlemeyer (713) 462-3178
\$1,593,378	Highland Glen Section 10&13 and Lake 13 Pearland, Brazoria, Texas	1/08	Beazer Greg Coleman (713) 897-2100	KMS Engineering Brent Morton (281) 598-0000
\$1,908,121	College Park West Section 1 WS&D and Paving Houston, Harris, Texas	2/08	D. R. Horton John White (281) 465-7000	Huitt-Zollars Inc. John Savage (281) 496-0066



# ALLGOOD CONSTRUCTION COMPANY, INC.

UTILITY & PAVING CONTRACTOR

2647 JOANN STREET STAFFORD, TX 77477

(281) 499-9621 TELEPHONE \* (281) 261-5565 FAX

\$2,858,750	Longenbaugh Road Extension & WS&D Houston, Harris, Texas	3/08	Land Tejas Development James Henrie (713) 783-6702	Huitt-Zollars Inc. John Savage (281) 496-0066
\$3,201,937	Longenbaugh Road Paving Houston, Harris, Texas	3/08	Land Tejas Development James Henrie (713) 783-6702	Huitt-Zollars Inc. John Savage (281) 496-0066
\$1,569,800	Villas @ Canyon West Section 1 WS&D & Detention Houston, Harris, Texas	3/08	Land Tejas Development James Henrie (713) 783-6702	Huitt-Zollars Inc. John Savage (281) 496-0066
\$3,240,090	Lakes of Fairhaven Section 2 & 3 WS&D and Paving Cypress, Harris, Texas	3/08	Mustang Development Mike Walton (281) 391-1280	
\$629,128	Westheimer Lakes Section 9 Paving Katy, Fort Bend, Texas	3/08	Land Tejas Development Rick Gadd (713) 783-6702	Jones & Carter Inc. Jonathan Unterreiner (281) 363-4039
\$645,032	Waterview Estates Section 10 WS&D Houston, Harris, Texas	9/08	Ventana Development Paul Grover (713) 781-5553	Jones & Carter Inc. (713) 777-5337
\$402,226	Rock Creek Section 12 WS&D Houston, Harris, Texas	9/08	R. Creek LP (713) 690-0000	EHR & Assoc. Kirk Williamson (713) 784-4500
\$947,408	Water Street Phase Two WS&D Webster, Harris, Texas	9/08	Cherokee Webster Dev. 281-332-5450 ext.107	LJA Engineering Edmund Rucker (713) 953-5200



# ALLGOOD CONSTRUCTION COMPANY, INC.

UTILITY & PAVING CONTRACTOR

2647 JOANN STREET STAFFORD, TX 77477

(281) 499-9621 TELEPHONE \* (281) 261-5565 FAX

## Projects in Progress – 2010

Contract Amount	Name of Project	% Completed	Owner	Engineer
\$412,681	Cinco Ranch Southwest Section 31, WS&D	90%	Cinco Ranch Southwest, LP	AECOM USA Group Bruce Baumel 713-267-2989
\$383,530	Cinco Ranch Southwest Section 41, WS&D	90%	Cinco Ranch Southwest, LP	AECOM USA Group Bruce Baumel 713-267-2989
\$467,600	Fry Road Extension, WS&D	10%	Newland Communities	AECOM USA Group Bruce Baumel 713-267-2989
\$2,623,615	Katy Gaston Road from FM 1093 to Cinco Ranch Blvd.	10%	Fort Bend County	Jacobs Engineering 832-426-4443
\$412,430	Lakemont Shores Section 2, WS&D	80%	Friendswood Development	LJA Engineering William T. Ehler 713-953-5200
\$4,358,105	Mueschke Road – PCT.3	70%	Harris County	Sunland Group Inc. Ivy Wang 713-467-8484
\$707,011	Cinco Ranch Southwest Section 42, WS&D	85%	Cinco Ranch Southwest, LP	AECOM USA Group Bruce Baumel 713-267-2989
\$2,471,860	TXDOT FM 1098, Waller County	30%	TX DOT	TX DOT