

30C

MEMORANDUM

TO: Judge Robert Hebert
County Judge

COUNTY JUDGE
RECEIVED
JUN 28 2010

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on June 22, 2010. Thank you.

DATE: June 25, 2010

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

AGENDA ITEM #30C
Bid 10-100

6-30-10 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Concrete Curbs and Gutters
BID 10-100**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Durwood Greene Construction Co.

Legal Name of Contracting Company

Jerry L. Berry

Contact Person

P.O. Box 1338 Stafford, Texas 77497-0138

Complete Mailing Address

281-499-1551

Telephone Number

281-499-1525

Facsimile Number

jberry@durwoodgreene.com

Email Address

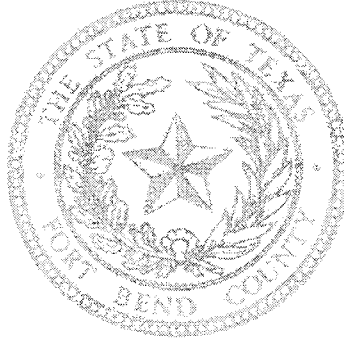
Jerry L. Berry - Vice President

Signature

6-10-10

Date

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



***Term Contract for Concrete Curbs and Gutters
for Fort Bend County
BID 10-100***

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, June 10, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**Bid 10-100
Curbs and Gutters**

***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**

Vendor Information

Durwood Greene Construction Co.
Legal Name of Contracting Company

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

281-499-1551 281-499-1525
Telephone Number Facsimile Number

P.O. Box 1338, Stafford, Texas - 77497-1338
Complete Mailing Address (for Correspondence)

Stafford Texas 77497-1338
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code


Jerry L. Berry - Vice President
Authorized Representative and Title (printed)

jberry@durwoodgreene.com
Authorized Representative's Email Address

Jerry L. Berry
Signature of Authorized Representative

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 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.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: 

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.
- 1.15 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.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.



- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 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 the 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.




- 1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 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.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:


2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder




- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: 

3.0 SCOPE:

Fort Bend County is soliciting bids from qualified contractors to establish an annual contract for Curb, and Curb and Gutter construction service to be ordered on an as needed basis by Fort Bend County Road & Bridge Department. The work shall include all items required and as outlined in the specifications of this bid package that are necessary to complete the project. The contract will be to provide a turn-key job including labor, equipment, material and services required by the enclosed specifications for the successful construction of curb, and curb and gutter on various projects within Fort Bend County. It is the intent of Fort Bend County to contract with one (1) contractor for both options, as specified herein.

4.0 PERIOD OF CONTRACT:

The contract is for the period ending **31 MARCH 2011** , renewable annually for four (4) years (through 31 March 2015) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, 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.

6.0 INSURANCE:

- 6.1 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.

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

6.2.1	General Aggregate	\$2,000,000
6.2.2	Products Completed Operation – Aggregate	\$2,000,000
6.2.3	Personal Advertising Injury Limit	\$1,000,000
6.2.4	Each Occurrence Limit	\$1,000,000
6.2.5	Fire Damage Limit (any one fire)	\$50,000
6.2.6	Medical Expense Limit (any one person)	\$5,000

- 6.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:

- 6.3.1 premises/operations coverage;
- 6.3.2 broad form property damage liability coverage
- 6.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
- 6.3.4 XCU coverage;
- 6.3.5 independent contractors and employees as additional insureds;
- 6.3.6 contractual liability coverage.

- 6.4 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.

- 6.5 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.

- 6.6 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.

- 6.7 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.

Initials of Bidder



- 6.8 Before commencing work, the awarded contractor 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. Contractor 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.

7.0 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.

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

Initials of Bidder



- 7.6 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.
- 7.7 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.

8.0 REFERENCES:

Bidders must list on Page 18 & 19, a minimum of three (3) references with whom you have provided the service outlined herein during the past year.

9.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

10.0 REFERENCES: List three (3)

Company Name: See attached document

Address: _____

Contact Person: _____

Phone Number: _____

Company Name: See attached document

Address: _____

Contact Person: _____

Phone Number: _____

Company Name: See attached document
Address: _____
Contact Person: _____
Phone Number: _____

11.0 AWARD:

Vendors are to bid on both options (1 and 2). This contract will be awarded to the overall lowest bidder based on the below formula in section 13.0.

12.0 ENCLOSURES:

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

Enclosure #1 – Specifications, Option 1;
Enclosure #2 – Specifications, Option 2;
Enclosure #3 – TXDOT plan.

13.0 PRICING:

Complete unit pricing forms for both options 1 and 2 and complete below formula.

Option 1:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1,000 lf	Furnish and construct Type I curb and Gutter:	\$ <u>12.00</u>	\$ <u>12,000.00</u>
1,000 lf	Furnish and construct Type I mono curb or curb placed on pavement:	\$ <u>4.50</u>	\$ <u>4,500.00</u>
1,000 lf	Furnish and construct Type II curb and Gutter:	\$ <u>12.00</u>	\$ <u>12,000.00</u>
1,000 lf	Furnish and construct Type II mono curb or curb placed on pavement:	\$ <u>4.50</u>	\$ <u>4,500.00</u>

Initials of Bidder: JHB

Option 2:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1,000 lf	Furnish and construct Type I curb and Gutter:	\$ <u>17.50</u>	\$ <u>17,500.00</u>
1,000 lf	Furnish and construct Type I mono curb or curb placed on pavement:	\$ <u>5.50</u>	\$ <u>5,500.00</u>
1,000 lf	Furnish and construct Type II curb and Gutter:	\$ <u>17.50</u>	\$ <u>17,500.00</u>
1,000 lf	Furnish and construct Type II mono curb or curb placed on pavement:	\$ <u>5.50</u>	\$ <u>5,500.00</u>

Total: \$ 79,000.00

CONTRACT SHEET

Bid 10-100

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22nd day of June, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Durwood Greene Construction Co. (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Concrete Curbs and Gutters** 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 22nd day of June, 2010.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Jerry L. Berry
Signature of Contractor

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

OPTION #1

**FORT BEND COUNTY
ROAD & BRIDGE
STANDARD SPECIFICATIONS
FOR
CONCRETE CURB & GUTTER**



**OPTION #1
CONTRACTOR TO FURNISH LABOR & EQUIPMENT
COUNTY TO SUPPLY CONCRETE & REINFORCEMENT STEEL**

STANDARD SPECIFICATIONS

For

CONCRETE CURB & GUTTER

**CONTRACTOR TO FURNISH LABOR & EQUIPMENT
COUNTY TO SUPPLY CONCRETE & REINFORCEMENT STEEL
Fort Bend County Road and Bridge**

Contents

	Page
1. SCOPE OF WORK	3
2. TRAFFIC CONTROL	3
3. CONCRETE TO BE PROVIDED BY FORT BEND COUNTY	3
4. REINFORCING STEEL TO BE PROVIDED BY FBC AND PLACE BY CONTRACTOR	3-4
5. MIXING	4
6. PREPARATION OF SUBGRADE	4
7. FORMS	4
8. PLACING CONCRETE	4
9. SLIP FORM OPERATION	4-6
10. EXPANSION JOINTS	6
11. FINISHING	6
12. PROTECTION & CURING	6
13. OPENING TO TRAFFIC	6-7
14. GUARANTEE	7
15. TEST SPECIMENTS	7
16. COLD WEATHER AND NIGHT CONCRETING	8
17. ACCELERATED HARDENING OF CONCRETE	8
18. REMOVING FORMS	8
19. METHOD OF MEASUREMENT	8
20. REMOVAL & REPLACEMENT	8
21. BACKFILL BY FORT BEND COUNTY	8
22. CLEANUP OF SITE OF OPERATIONS	8

1. **SCOPE OF WORK:**

This work shall consist of constructing concrete curb, gutter, and combination curb gutter of the dimensions and design as indicated, and placed in one course on the prepared subgrade or base, at the locations and to the required lines and grades; all as shown on the plans and provided by the contract.

The contract will be to provide a turn-key job including labor, equipment, and services required by the enclosed specifications for the successful construction of curb, and curb and gutter on various projects within Fort Bend County.

2. **TRAFFIC CONTROL:**

Fort Bend County will provide all required traffic control.

The Contractor shall provide for any flagman as may be required.

3. **CONCRETE: To be provide by Fort Bend County**

Concrete shall comply with TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item 421 Class "A". Design strength shall be a minimum 28-day fc' 3000psi.

The cost of testing and design mix shall be borne by the County.

The results of said testing and a design mix shall be submitted to the County for approval prior to placement of any concrete.

Maximum allowable slump shall be 3".

The above mix is designed to produce a minimum 28-day compressive strength 3000 P.S.I. In the event that the test cylinders show strengths inconsistent with the desired strength, the County reserves the right to alter the design mix to achieve such results.

The County may continuously or intermittently inspect the batch plant or concrete supplier to see that the design mix is adhered to and if the correct proportions are not used, the work shall be suspended.

No guarantee of yield is expressed or implied by anything contained in these requirements.

The Contractor shall be responsible to order and schedule delivery of the concrete. The County will provide contact information for the Contractor.

4. **REINFORCING STEEL: To Be Provided by Fort Bend County and Placed by Contractor**

All reinforcing steel shall comply with TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item 440. Deformed bar reinforcing steel must conform to ASTM A 615, Grade 40 or 60 as specified by the County.

Fort Bend County will provide all required reinforcing steel to a designated project site.

The Contractor shall be responsible to layout and place the reinforcing steel as required. Refer to Drawing CCCG-01 for the required reinforcing steel.

5. **MIXING: By Fort Bend County**

Concrete shall be mixed in a batch mixer of a type approved by the County.

The volume of concrete mixed in ready-mixed trucks shall not exceed the manufacturers rated capacity. Non-agitating type truck haulage of concrete is not permitted.

6. **PREPARATION OF SUBGRADE: By Fort Bend County**

The subgrade shall be thoroughly compacted and graded to proper elevation before the forms are set.

Once the Contractor has accepted the subgrade for placement of the curb, the Contractor shall be responsible for any damage to the subgrade prior to placement of the concrete curb.

7. **FORMS: By Contractor**

Forms shall be of wood or metal, and shall be straight and of sufficient strength to resist springing, tipping, or other displacement during the process of depositing and consolidating the concrete.

The forms shall be of the full depth of the required curb, gutter, or combination curb and gutter sections, and shall be of such design as to permit secure fastening.

They shall be set upon the prepared subgrade to proper line and grade and firmly staked in position. The fine grading shall then be completed and the subgrade thoroughly compacted by hand tamping. Before placing any concrete, the subgrade shall be thoroughly moistened and the contact surfaces of the forms shall be oiled.

Fort Bend County shall inspect and approve all lines, grades and subgrade prior to concrete placement. Any concrete curb placed without County approval may be rejected.

8. **PLACING CONCRETE: By Contractor**

Before placing concrete, the forms shall be finally checked as to line and grade. The concrete shall be deposited to the proper height, consolidated, spaded and struck off to the required cross section. Steel separator plates, if required, conforming to the true contour of the curb, gutter, or curb and gutter shall be spaced not less than six feet or more than 10 feet in length. All loose material shall be removed and the grade wetted prior to the placing of the concrete.

9. **SLIP FORM OPERATION:**

The Contractor may, with the approval of the County, elect to use a machine for placing, forming, and consolidating curb, curb and gutter or combination curb and gutter. Such machine must be approved by the County and the resulting curb, curb and gutter or combination curb and gutter shall be of such quality, and as per standard details, to equal or exceed that produced by method herein before described.

Curb, curb and gutter, or combination curb and gutter shall have all contraction joints installed by sawing as defined in standard detail drawings. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before shrinkage cracking takes place in the concrete.

A tape, at least 2-1/2 inches wide, made from curing paper, polyethylene or other suitable moisture retention material and provided with adhesive material near each edge, which will seal the tape to the pavement, shall be centered over the joint and pressed in place. The adhesive material shall be of the type, which can be readily removed from the pavement upon completion of the curing.

Alternate or other methods for curing joints may be used when approved by the County. Such methods shall satisfactorily prevent the escape of moisture from the concrete at the joint and leave no detrimental residue adhering to the pavement or joint surfaces.

The joint curing material shall be applied immediately following the sawing of the joint and removal of resulting dust or slurry. However, when the curing medium is sealed to the concrete by an adhesive material, the water on the pavement surface, resulting from sawing and removal of slurry, shall be allowed to dry sufficiently to provide proper adhesion of the material. The curing material shall extend down the slab edge for at least two inches below bottom of the saw cut or other approved means shall be employed to prevent the escape of moisture from the saw cut at the pavement edge.

The slip form paving operation of depositing, spreading, consolidating and finishing shall be such that, insofar as possible, continuous operation of the paver will be maintained. Starting and stopping of the paver should be kept to a minimum. The concrete shall be vibrated, either externally or internally, with sufficient intensity to consolidate it throughout its entire width and depth. Whenever, for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately, and not restarted until the forward motion of the paver resumes.

Vibrators, when used for full width consolidation of concrete pavement slabs, may be either the surface pan type or the internal type with either immersed tube or multiple spuds. Such vibratory equipment shall meet with the approval of the County. It shall operate attached to the concrete spreader, finisher, or may be mounted on a separate carriage, and shall not come in contact with the forms or joint assemblies. The frequency of the surface pan type vibrators shall not be less than 4,000 impulses per minute and the frequency of the internal type not less than 5,000 for tube vibrators and 7,000 for spud vibrators, unless modified by the County.

Single spud type internal vibrators, either hand operated or attached to spreaders or finishing machines, and used to consolidate concrete pavement adjacent to forms, joints or fixtures shall have a frequency of not less than 4,000 impulses per minute.

The vibratory equipment shall be capable, when operated in accordance with the manufacturer's recommendations, of thoroughly and uniformly consolidating the concrete for its full width and depth.

A uniform consistency shall be continuously maintained in consecutive batches of concrete. Slipform pavement concrete and formed pavement concrete consolidated by vibration shall have a slump of 1 to 2 inches.

Formed concrete pavement, placed and consolidated by machine methods without vibration, shall have a slump of 1-1/2 to 3 inches, except that when the Contractor elects to place Ready-Mixed Concrete and discharges the concrete directly upon the subgrade from truck mixers or agitators by use of spouts, the slump shall be from 1 to 2-1/2 inches. Pavement concrete placed and consolidated by hand methods may have a slump not exceeding 3 inches.

Slump tests of concrete shall be made in accordance with the Method of Test for Slump of Portland Cement Concrete, AASHTO Designation: T 119.

10. EXPANSION JOINTS: By Contractor

Expansion joints shall be placed at the end of all radii, i.e., street intersections, private or alley driveways, but in no case shall the distance between expansion joints exceed 160 feet.

The expansion joints shall be constructed by the installation of 3/4" inch redwood board expansion joint filler and shall conform to the shape of the curb.

11. FINISHING: By Contractor

The face surfaces of the curb, gutter, and combination curb and gutter shall be thoroughly troweled and brushed. Unless otherwise provided, the back edge of the curbs, the edge of the gutter adjacent to the pavement, and edges adjacent to expansion joints shall be rounded with an edge of 1/4" radius. Any honeycombed areas occurring along forms shall be pointed with mortar. Areas containing excessive honeycombed areas shall be removed and replaced by order of the County. All cost of removal and replacement of curb rejected shall be borne by the Contractor including cost of reinforcing steel and concrete.

12. PROTECTION & CURING: By Contractor

After all finishing operations have been completed for slip formed concrete, all exposed shall be sealed with by spraying thereon an impervious membrane that shall conform to the requirements of the Standard Specifications of Liquid Membrane-Forming Compounds for Curing Concrete AASHTO Designation M 148, Type 2 White Pigmented as given above for formed concrete. Sealed must be completed with 4 hours of placement.

The curing compound shall be sprayed in one application at a rate of not less than one gallon to one hundred eighty (180) square feet of exposed surface area.

13. OPENING TO TRAFFIC:

The County reserves the right to determine the time when the pavement shall be opened to traffic either on the basis of test cylinders or minimum time periods related to atmospheric temperatures.

When opening of the pavement to traffic is controlled by cylinder tests, the pavement may be opened when the tests of cylinders show a compressive strength of the concrete

of not less than 2,500 pounds per square inch. At least two cylinders shall be tested in determining the attained strength of concrete for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength. The cylinders shall be cured under conditions similar to those prevailing for the pavement, which they represent.

When the opening is not controlled by cylinder tests, traffic shall be excluded from the newly constructed pavement for not less than 7 days when the atmospheric temperatures are generally 70 degrees F. or higher during the period or for not less than 10 days when the atmospheric temperatures are generally not lower than 60 degrees F. during the period.

In all cases, the pavement shall be cleaned, and the joints shall be cleaned, filled, and sealed as hereinbefore provided, before traffic of any kind is permitted to use the pavement.

Any part of the pavement damaged by Contractor or otherwise damaged prior to its acceptance shall be repaired or replaced by and at the expense of the Contractor in a manner satisfactory to the County. The Contractor shall protect the pavement against both public traffic and the traffic caused by his own employees and agents.

The Contractor shall have available materials for protecting the unhardened concrete against damage by rain. When rain is imminent, the unhardened concrete shall be immediately covered with paper, plastic film or other suitable material, and planks or forms placed along slip-formed pavement edges. All such damaged shall be removed and replaced by the Contractor.

14. GUARANTEE: By Contractor

Contractor shall be responsible for maintenance of curb and gutter and appurtenant items included in this contract, as a result of faulty materials or poor workmanship, for a period of one-year following installation.

15. TEST SPECIMENS: By Fort Bend County

Cylinders for testing shall be taken as ordered, during placement of each 1500 feet of curb and gutter. Two cylinders for 7 day and two cylinders for 28-day tests shall be required for the footage specified.

16. COLD WEATHER AND NIGHT CONCRETING:

Except by specific written permission, concreting operations shall not be continued when a descending air temperature in the shade and away from artificial heat falls below 40 degrees F. nor resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F. when operations are so permitted. All operations shall be in accordance with TxDot, item 420 Placing Concrete in Cold Weather. Placing concrete in hot weather in accordance with TxDot Item 420 Placing Concrete in Hot Weather.

Heating of cement will not be permitted. The addition of salt or chemical admixtures to the concrete mix to prevent freezing will not be permitted.

Concrete shall not be placed on a frozen subgrade.

Concreting operations shall be discontinued due to insufficient natural light, unless an adequate and approved artificial lighting system is provided and operated and approved by the County.

17. **ACCELERATED HARDENING OF CONCRETE:**

Calcium chloride shall not be added to the mix to accelerate the hardening of the concrete.

18. **REMOVING FORMS:**

Forms shall not be removed until the concrete has set for at least 24 hours.

19. **METHOD OF MEASUREMENT:**

Curb, gutter, and combination curb and gutter, completed in accordance with the terms of the contract, will be measured by length in linear feet along the base of the curb.

20. **REMOVAL & REPLACEMENT:**

The Contractor shall be responsible for removal and replacement. All curb and curb and gutter when rejected by the County for damage, or unacceptable workmanship including lines and grades, finish, excessive honeycombing, etc. Total cost for removal and replacement shall be at the Contractors expense including labor, equipment and material cost.

21. **BACKFILL: By Fort Bend County**

Topsoil shall consist of the natural loam, sandy loam, silt loam, silty clay loam or clay loam humus-bearing soils adapted to the sustenance of plant life, and such topsoil shall be neither excessively acid nor excessively alkaline. Submit a report from the County detailing the quality of topsoil intended to be used. Topsoil shall only be deposited in areas where developed lawns were in existence at the time of construction and shall be paid for by cubic yard in place as per detail, raked and treated with such additive as the soil report may recommend, the cost of which must be included in cost bid for topsoil.

For widening projects, topsoil shall be placed at all locations along the route of construction and basis of payment shall be same as above.

22. **CLEANUP OF SITE OF OPERATIONS:**

The Contractor shall remove all materials, equipment, and miscellaneous debris from the project site promptly upon completion of concreting and other operations, and final payment for each location will not be authorized until such work is completed to the satisfaction of the County.

OPTION #2

**FORT BEND COUNTY
ROAD & BRIDGE
STANDARD SPECIFICATIONS
FOR
CONCRETE CURB & GUTTER**



**OPTION #2
CONTRACTOR TO FURNISH LABOR, EQUIPMENT AND MATERIALS**

STANDARD SPECIFICATIONS

For

CONCRETE CURB & GUTTER

CONTRACTOR TO FURNISH LABOR, EQUIPMENT AND MATERIALS
Fort Bend County Road and Bridge

Contents

	Page
1. SCOPE OF WORK	3
2. TRAFFIC CONTROL	3
3. CONCRETE TO BE PROVIDED BY CONTRACTOR	3
4. REINFORCING STEEL TO BE PROVIDED BY CONTRACTOR	3-4
5. MIXING	4
6. PREPARATION OF SUBGRADE	4
7. FORMS	4
8. PLACING CONCRETE	4
9. SLIP FORM OPERATION	4-6
10. EXPANSION JOINTS	6
11. FINISHING	6
12. PROTECTION & CURING	6
13. OPENING TO TRAFFIC	6-7
14. GUARANTEE	7
15. TEST SPECIMENTS	7
16. COLD WEATHER AND NIGHT CONCRETING	8
17. ACCELERATED HARDENING OF CONCRETE	8
18. REMOVING FORMS	8
19. METHOD OF MEASUREMENT	8
20. REMOVAL & REPLACEMENT	8
21. BACKFILL BY FORT BEND COUNTY	8
22. CLEANUP OF SITE OF OPERATIONS	8

1. **SCOPE OF WORK:**

This work shall consist of constructing concrete curb, gutter, and combination curb gutter of the dimensions and design as indicated, and placed in one course on the prepared subgrade or base, at the locations and to the required lines and grades; all as shown on the plans and provided by the contract.

The contract will be to provide a turn-key job including labor, equipment, materials and services required by the enclosed specifications for the successful construction of curb, and curb and gutter on various projects within Fort Bend County.

2. **TRAFFIC CONTROL:**

Fort Bend County will provide all required traffic control.

The Contractor shall provide for any flagman as may be required.

3. **CONCRETE: By Contractor**

Concrete shall comply with TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item 421 Class "A". Design strength shall be a minimum 28-day f_c' 3000psi.

The cost of testing and design mix shall be borne by the Contractor.

The results of said testing and a design mix shall be submitted to the County for approval prior to placement of any concrete.

Maximum allowable slump shall be 3".

The above mix is designed to produce a minimum 28-day compressive strength 3000 P.S.I. In the event that the test cylinders show strengths inconsistent with the desired strength, the County reserves the right to alter the design mix to achieve such results.

The County may continuously or intermittently inspect the batch plant or concrete supplier to see that the design mix is adhered to and if the correct proportions are not used, the work shall be suspended.

No guarantee of yield is expressed or implied by anything contained in these requirements.

The Contractor shall be responsible to order and schedule delivery of the concrete.

4. **REINFORCING STEEL: By Contractor**

All reinforcing steel shall comply with TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item 440. Deformed bar reinforcing steel must conform to ASTM A 615, Grade 40 or 60 as specified by the County.

The Contractor shall be responsible to layout and place the reinforcing steel as required. Refer to Drawing CCCG-01 for the required reinforcing steel.

5. **MIXING:**

Concrete shall be mixed in a batch mixer of a type approved by the County.

The volume of concrete mixed in ready-mixed trucks shall not exceed the manufacturers rated capacity. Non-agitating type truck haulage of concrete is not permitted.

6. PREPARATION OF SUBGRADE: By Fort Bend County

The subgrade shall be thoroughly compacted and graded to proper elevation before the forms are set.

Once the Contractor has accepted the subgrade for placement of the curb, the Contractor shall be responsible for any damage to the subgrade prior to placement of the concrete curb.

7. FORMS: By Contractor

Forms shall be of wood or metal, and shall be straight and of sufficient strength to resist springing, tipping, or other displacement during the process of depositing and consolidating the concrete.

The forms shall be of the full depth of the required curb, gutter, or combination curb and gutter sections, and shall be of such design as to permit secure fastening.

They shall be set upon the prepared subgrade to proper line and grade and firmly staked in position. The fine grading shall then be completed and the subgrade thoroughly compacted by hand tamping. Before placing any concrete, the subgrade shall be thoroughly moistened and the contact surfaces of the forms shall be oiled.

Fort Bend County shall inspect and approve all lines, grades and subgrade prior to concrete placement. Any concrete curb placed without County approval may be rejected.

8. PLACING CONCRETE: By Contractor

Before placing concrete, the forms shall be finally checked as to line and grade. The concrete shall be deposited to the proper height, consolidated, spaded and struck off to the required cross section. Steel separator plates, if required, conforming to the true contour of the curb, gutter, or curb and gutter shall be spaced not less than six feet or more than 10 feet in length. All loose material shall be removed and the grade wetted prior to the placing of the concrete.

9. SLIP FORM OPERATION: By Contractor

The Contractor may, with the approval of the County, elect to use a machine for placing, forming, and consolidating curb, curb and gutter or combination curb and gutter. Such machine must be approved by the County and the resulting curb, curb and gutter or combination curb and gutter shall be of such quality, and as per standard details, to equal or exceed that produced by method herein before described.

Curb, curb and gutter, or combination curb and gutter shall have all contraction joints installed by sawing as defined in standard detail drawings. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before shrinkage cracking takes place in the concrete.

A tape, at least 2-1/2 inches wide, made from curing paper, polyethylene or other suitable moisture retention material and provided with adhesive material near each edge, which will seal the tape to the pavement, shall be centered over the joint and pressed in place. The adhesive material shall be of the type, which can be readily removed from the pavement upon completion of the curing.

Alternate or other methods for curing joints may be used when approved by the County. Such methods shall satisfactorily prevent the escape of moisture from the concrete at the joint and leave no detrimental residue adhering to the pavement or joint surfaces.

The joint curing material shall be applied immediately following the sawing of the joint and removal of resulting dust or slurry. However, when the curing medium is sealed to the concrete by an adhesive material, the water on the pavement surface, resulting from sawing and removal of slurry, shall be allowed to dry sufficiently to provide proper adhesion of the material. The curing material shall extend down the slab edge for at least two inches below bottom of the saw cut or other approved means shall be employed to prevent the escape of moisture from the saw cut at the pavement edge.

The slip form paving operation of depositing, spreading, consolidating and finishing shall be such that, insofar as possible, continuous operation of the paver will be maintained. Starting and stopping of the paver should be kept to a minimum. The concrete shall be vibrated, either externally or internally, with sufficient intensity to consolidate it throughout its entire width and depth. Whenever, for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately, and not restarted until the forward motion of the paver resumes.

Vibrators, when used for full width consolidation of concrete pavement slabs, may be either the surface pan type or the internal type with either immersed tube or multiple spuds. Such vibratory equipment shall meet with the approval of the County. It shall operate attached to the concrete spreader, finisher, or may be mounted on a separate carriage, and shall not come in contact with the forms or joint assemblies. The frequency of the surface pan type vibrators shall not be less than 4,000 impulses per minute and the frequency of the internal type not less than 5,000 for tube vibrators and 7,000 for spud vibrators, unless modified by the County.

Single spud type internal vibrators, either hand operated or attached to spreaders or finishing machines, and used to consolidate concrete pavement adjacent to forms, joints or fixtures shall have a frequency of not less than 4,000 impulses per minute.

The vibratory equipment shall be capable, when operated in accordance with the manufacturer's recommendations, of thoroughly and uniformly consolidating the concrete for its full width and depth.

A uniform consistency shall be continuously maintained in consecutive batches of concrete. Slipform pavement concrete and formed pavement concrete consolidated by vibration shall have a slump of 1 to 2 inches.

Formed concrete pavement, placed and consolidated by machine methods without vibration, shall have a slump of 1-1/2 to 3 inches, except that when the Contractor elects

to place Ready-Mixed Concrete and discharges the concrete directly upon the subgrade from truck mixers or agitators by use of spouts, the slump shall be from 1 to 2-1/2 inches. Pavement concrete placed and consolidated by hand methods may have a slump not exceeding 3 inches.

Slump tests of concrete shall be made in accordance with the Method of Test for Slump of Portland Cement Concrete, AASHTO Designation: T 119.

10. EXPANSION JOINTS: By Contractor

Expansion joints shall be placed at the end of all radii, i.e., street intersections, private or alley driveways, but in no case shall the distance between expansion joints exceed 160 feet.

The expansion joints shall be constructed by the installation of 3/4" inch redwood board expansion joint filler and shall conform to the shape of the curb.

11. FINISHING: By Contractor

The face surfaces of the curb, gutter, and combination curb and gutter shall be thoroughly troweled and brushed. Unless otherwise provided, the back edge of the curbs, the edge of the gutter adjacent to the pavement, and edges adjacent to expansion joints shall be rounded with an edger of 1/4" radius. Any honeycombed areas occurring along forms shall be pointed with mortar. Areas containing excessive honeycombed areas shall be removed and replaced by order of the County. All cost of removal and replacement of curb rejected shall be borne by the Contractor including cost of reinforcing steel and concrete.

12. PROTECTION & CURING: By Contractor

After all finishing operations have been completed for slip formed concrete, all exposed shall be sealed with by spraying thereon an impervious membrane that shall conform to the requirements of the Standard Specifications of Liquid Membrane-Forming Compounds for Curing Concrete AASHTO Designation M 148, Type 2 White Pigmented as given above for formed concrete. Sealed must be completed with 4 hours of placement.

The curing compound shall be sprayed in one application at a rate of not less than one gallon to one hundred eighty (180) square feet of exposed surface area.

13. OPENING TO TRAFFIC:

The County reserves the right to determine the time when the pavement shall be opened to traffic either on the basis of test cylinders or minimum time periods related to atmospheric temperatures.

When opening of the pavement to traffic is controlled by cylinder tests, the pavement may be opened when the tests of cylinders show a compressive strength of the concrete of not less than 2,500 pounds per square inch. At least two cylinders shall be tested in determining the attained strength of concrete for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength. The cylinders shall be cured under conditions similar to those prevailing for the pavement, which they represent.

When the opening is not controlled by cylinder tests, traffic shall be excluded from the newly constructed pavement for not less than 7 days when the atmospheric temperatures are generally 70 degrees F. or higher during the period or for not less than 10 days when the atmospheric temperatures are generally not lower than 60 degrees F. during the period.

In all cases, the pavement shall be cleaned, and the joints shall be cleaned, filled, and sealed as hereinbefore provided, before traffic of any kind is permitted to use the pavement.

Any part of the pavement damaged by Contractor or otherwise damaged prior to its acceptance shall be repaired or replaced by and at the expense of the Contractor in a manner satisfactory to the County. The Contractor shall protect the pavement against both public traffic and the traffic caused by his own employees and agents.

The Contractor shall have available materials for protecting the unhardened concrete against damage by rain. When rain is imminent, the unhardened concrete shall be immediately covered with paper, plastic film or other suitable material, and planks or forms placed along slip-formed pavement edges. All such damaged shall be removed and replaced by the Contractor.

14. GUARANTEE: By Contractor

Contractor shall be responsible for maintenance of curb and gutter and appurtenant items included in this contract, as a result of faulty materials or poor workmanship, for a period of one-year following installation.

15. TEST SPECIMENS: By Contractor

Cylinders for testing shall be taken as ordered, during placement of each 1500 feet of curb and gutter. Two cylinders for 7 day and two cylinders for 28-day tests shall be required for the footage specified.

16. COLD WEATHER AND NIGHT CONCRETING:

Except by specific written permission, concreting operations shall not be continued when a descending air temperature in the shade and away from artificial heat falls below 40 degrees F. nor resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F. when operations are so permitted. All operations shall be in accordance with TxDot, item 420 Placing Concrete in Cold Weather. Placing concrete in hot weather in accordance with TxDot Item 420 Placing Concrete in Hot Weather.

Heating of cement will not be permitted. The addition of salt or chemical admixtures to the concrete mix to prevent freezing will not be permitted.

Concrete shall not be placed on a frozen subgrade.

Concreting operations shall be discontinued due to insufficient natural light, unless an adequate and approved artificial lighting system is provided and operated and approved by the County.

17. **ACCELERATED HARDENING OF CONCRETE:**

Calcium chloride shall not be added to the mix to accelerate the hardening of the concrete.

18. **REMOVING FORMS:**

Forms shall not be removed until the concrete has set for at least 24 hours.

19. **METHOD OF MEASUREMENT:**

Curb, gutter, and combination curb and gutter, completed in accordance with the terms of the contract, will be measured by length in linear feet along the base of the curb face.

20. **REMOVAL & REPLACEMENT:**

The Contractor shall be responsible for removal and replacement. All curb and curb and gutter when rejected by the County for damage, or unacceptable workmanship including lines and grades, finish, excessive honeycombing, etc. Total cost for removal and replacement shall be at the Contractors expense including labor, equipment and material cost.

21. **BACKFILL: By Fort Bend County**

Topsoil shall consist of the natural loam, sandy loam, silt loam, silty clay loam or clay loam humus-bearing soils adapted to the sustenance of plant life, and such topsoil shall be neither excessively acid nor excessively alkaline. Submit a report from the County detailing the quality of topsoil intended to be used. Topsoil shall only be deposited in areas where developed lawns were in existence at the time of construction and shall be paid for by cubic yard in place as per detail, raked and treated with such additive as the soil report may recommend, the cost of which must be included in cost bid for topsoil.

For widening projects, topsoil shall be placed at all locations along the route of construction and basis of payment shall be same as above.

22. **CLEANUP OF SITE OF OPERATIONS:**

The Contractor shall remove all materials, equipment, and miscellaneous debris from the project site promptly upon completion of concreting and other operations, and final payment for each location will not be authorized until such work is completed to the satisfaction of the County.



Bid Tab Sheet for Option 1
Fort Bend County

Bid/Project Number:	B10-100
Bid/Project Name:	Curb and Gutter-
Requesting Dept:	Annual Contract Road & Bridge

Name of Bidder..... Durwood Greene Construction Co.
Address..... P.O. Box 1338
City, State, Zip..... Stafford, Texas 77497-1338
Telephone/Fax Number..... 281-499-1551 281-499-1525
Company Representative..... Jerry L. Berry - Vice President

#	Item	Qty	Unit	Unit Price
1	Furnish and Construct Type 1 Curb & Gutter			
	0 - 100 Linear Feet	1	LF	95.00
	101 - 499 Linear Feet	1	LF	40.00
	500 - 999 Linear Feet	1	LF	20.00
	1000 - 1,499 Linear Feet	1	LF	12.00
	1,500 - 3,000 Linear Feet	1	LF	11.50
	3,000 +	1	LF	11.50
2	Furnish and Construct Type 1 Mono Curb or Curb Placed on Pavement			
	0 - 100 Linear Feet	1	LF	15.00
	101 - 499 Linear Feet	1	LF	8.00
	500 - 999 Linear Feet	1	LF	5.50
	1000 - 1,499 Linear Feet	1	LF	4.50
	1,500 - 3,000 Linear Feet	1	LF	4.45
	3,000 +	1	LF	4.40
3	Furnish and Construct Type II Curb & Gutter			
	0 - 100 Linear Feet	1	LF	95.00
	101 - 499 Linear Feet	1	LF	40.00
	500 - 999 Linear Feet	1	LF	20.00
	1000 - 1,499 Linear Feet	1	LF	12.00
	1,500 - 3,000 Linear Feet	1	LF	11.50
	3,000 +	1	LF	11.50
4	Furnish and Construct Type II Curb or Curb Placed on Pavement			
	0 - 100 Linear Feet	1	LF	15.00
	101 - 499 Linear Feet	1	LF	8.00
	500 - 999 Linear Feet	1	LF	5.50
	1000 - 1,499 Linear Feet	1	LF	4.50
	1,500 - 3,000 Linear Feet	1	LF	4.40 4.45
	3,000 +	1	LF	4.40

NOTES: Contractor to Furnish Labor & Equipment.
County to Supply Concrete & Reinforcement Steel.



Bid Tab Sheet for Option 2
Fort Bend County

Bid/Project Number:	
Bid/Project Name:	Curb and Gutter- Annual Contract
Revised Date:	Road & Bridge

Name of Bidder..... Durwood Greene Construction Co.
Address..... P.O. Box 1338
City, State, Zip..... Stafford, Texas 77497-1338
Telephone/Fax Number..... 281-499-1551- 281-499-1535
Company Representative..... Jerry L. Berry - Vice President

#	Item	Qty	Unit	Unit Price
1	Furnish and Construct Type 1 Curb & Gutter			
	0 - 100 Linear Feet	1	LF	100.00
	101 - 499 Linear Feet	1	LF	45.00
	500 - 999 Linear Feet	1	LF	25.00
	1000 - 1,499 Linear Feet	1	LF	17.50
	1,500 - 3,000 Linear Feet	1	LF	17.00
	3,000 +	1	LF	17.00
2	Furnish and Construct Type 1 Mono Curb or Curb Placed on Pavement			
	0 - 100 Linear Feet	1	LF	16.00
	101 - 499 Linear Feet	1	LF	9.00
	500 - 999 Linear Feet	1	LF	6.50
	1000 - 1,499 Linear Feet	1	LF	5.50
	1,500 - 3,000 Linear Feet	1	LF	5.45
	3,000 +	1	LF	5.40
3	Furnish and Construct Type II Curb & Gutter			
	0 - 100 Linear Feet	1	LF	100.00
	101 - 499 Linear Feet	1	LF	45.00
	500 - 999 Linear Feet	1	LF	25.00
	1000 - 1,499 Linear Feet	1	LF	17.50
	1,500 - 3,000 Linear Feet	1	LF	17.00
	3,000 +	1	LF	17.00
4	Furnish and Construct Type II Curb or Curb Placed on Pavement			
	0 - 100 Linear Feet	1	LF	16.00
	101 - 499 Linear Feet	1	LF	9.00
	500 - 999 Linear Feet	1	LF	6.50
	1000 - 1,499 Linear Feet	1	LF	5.50
	1,500 - 3,000 Linear Feet	1	LF	5.45
	3,000 +	1	LF	5.40

NOTES: Contractor to Furnish Labor & Equipment & Materials.

ACORD_{TM}	<h1 style="margin: 0;">CERTIFICATE OF INSURANCE</h1>	ISSUE DATE 06/01/2010										
PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 811 Town and Country Lane, Suite 500 Houston, TX 77024 713-877-8975	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.											
COMPANIES AFFORDING COVERAGE												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Company A</td> <td>Travelers Lloyds Insurance Company</td> </tr> <tr> <td style="text-align: center;">Company B</td> <td>National Union Fire Ins Co Pa</td> </tr> <tr> <td style="text-align: center;">Company C</td> <td>Texas Mutual Insurance Company</td> </tr> <tr> <td style="text-align: center;">Company D</td> <td>Travelers Prop. Casualty Co. of America</td> </tr> <tr> <td style="text-align: center;">Company E</td> <td></td> </tr> </table>			Company A	Travelers Lloyds Insurance Company	Company B	National Union Fire Ins Co Pa	Company C	Texas Mutual Insurance Company	Company D	Travelers Prop. Casualty Co. of America	Company E	
Company A	Travelers Lloyds Insurance Company											
Company B	National Union Fire Ins Co Pa											
Company C	Texas Mutual Insurance Company											
Company D	Travelers Prop. Casualty Co. of America											
Company E												
INSURED Durwood Greene Construction Co. P.O. Box 1338 Stafford, TX 77497-1338												
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.												
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location	C03166N413TLC	03/31/2010 03/31/2011	EACH OCCURRENCE	\$ 1,000,000							
				FIRE DAMAGE	\$ 300,000							
				MEDICAL EXPENSE	\$ 5,000							
				PERS. AND ADVERTISING INJURY	\$ 1,000,000							
				GENERAL AGGREGATE	\$ 2,000,000							
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000							
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	8102784N764TIL	03/31/2010 03/31/2011	COMBINED SINGLE LIMIT	\$ 1,000,000							
				BODILY INJURY (Per person)	\$							
				BODILY INJURY (Per accident)	\$							
				PROPERTY DAMAGE (Per accident)	\$							
				COMPREHENSIVE								
				COLLISION								
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001178113	03/31/2010 03/31/2011	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>								
				EL EACH ACCIDENT	\$ 1,000,000							
				EL DISEASE (Each employee)	\$ 1,000,000							
				EL DISEASE (Policy Limit)	\$ 1,000,000							
B	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	BE4891215	03/31/2010 03/31/2011	EACH OCCURRENCE	\$ 10,000,000							
				AGGREGATE	\$ 10,000,000							
					\$							
					\$							
					\$							
					\$							
					\$							
Re: Term Contract for Concrete Curbs and Gutters for Fort Bend County Bid 10-100 The Certificate Holder is included as Additional Insured as respects to General Liability and Auto as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Auto and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.												
CERTIFICATE HOLDER Fort Bend County Fort Bend County Purchasing Dept 4520 Reading Road, Suite A Rosenberg, TX 77471			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.									
			Authorized Representative 									
			Page 1 of 1 Certificate ID # 7SESAH8K									

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

References:

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