

9-16-10 origs. ret. to Cheryl at Purchasing

Court Date September 7, 2010

Agenda Item	Bid #	# of Bids
29B	11-010	6
29C	11-009	5
29D	11-008	5
29E	11-007	1
29F	11-006	1
29G	11-005	1
29H	11-004	1
29I	11-003	1
29J	11-002	1
29K	11-001	1
29L	10-121	1
29M	10-117	3

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

9-7

AGENDA ITEM 29E



**Term Contract for Concrete Pavement Rehabilitation  
for Fort Bend County  
BID 11-007**

**SUBMIT BIDS TO:**

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

**\*\*NOTE:**

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

**SUBMIT NO LATER THAN:**

Thursday, August 26, 2010  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 11-007  
Concrete Pavement Rehabilitation

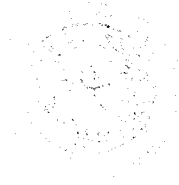
**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.**

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: 07/25/10  
Issued: 08/11/10

***Fort Bend County Specification Download Acknowledgment***



***Invitation for Bid  
Term Contract for Concrete Pavement Rehabilitation  
BID 11-007***

**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.

TOTAL CONTRACTING LIMITED.

Legal Name of Contracting Company

BOUTROS G. MERHI

Contact Person

11203 BEDFORD, HOUSTON, TX 77031

Complete Mailing Address

(713)-995-8595

Telephone Number

713-995-8644

Facsimile Number

totalcontracting@yahoo.com

Email Address

[Signature]

Signature

08-25-2010.

Date

**Vendor Information**

TOTAL CONTRACTING LIMITED.

Legal Name of Contracting Company

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

713-995-8595

Telephone Number

713-995-8644

Facsimile Number

11203 BEDFORD,

Complete Mailing Address (for Correspondence)

HOUSTON, TX 77031

City, State and Zip Code

SAME AS ABOVE.

Complete Remittance Address (if different from above)

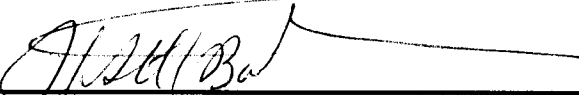
\_\_\_\_\_  
City, State and Zip Code

BOUTROS G. MERHI / GENERAL PARTNER.

Authorized Representative and Title (printed)

totalcontracting@yahoo.com

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: AB

**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: JB

- 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.

Initials of Bidder: QB

- 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.

Initials of Bidder: AB

- 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.

Initials of Bidder: AB



- 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.

Initials of Bidder: AB

- 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.

Initials of Bidder: MB

- 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: AB

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: AB

- 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.

Initials of Bidder: AB

- 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: JB

- 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.

### 3.0 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 concrete pavement rehabilitation, as specified herein.

Initials of Bidder: AB

#### **4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 October 2010** through **30 September 2011**, renewable annually for four (4) years (through 30 September 2015) under the same terms and conditions if mutually agreeable by both parties. This contract 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 COMPLETION TIME AND PAYMENT:**

- 6.1 The 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.
- 6.2 Based upon Applications for Payment submitted to the County Engineer, the County shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
  - 6.2.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
  - 6.2.2 Provided an Application for Payment is received by the County Engineer not later than the 15th day of a month, the 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 County Engineer after the application deadline fixed above, payment shall be made by the County not later than 30 days after the County Engineer receives the Application for Payment.
  - 6.2.3 Application for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
  - 6.2.4 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Initials of Bidder: QB



6.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work less retainage of ten percent (10%).

6.2.4.2 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 the County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

6.2.4.3 Subtract the aggregate of previous payments made by the County.

6.2.4.4 The progress payment amount determined in accordance with section 6.2.4 above shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the County's Representative shall determine for incomplete Work and unsettled claims.

6.2.4.5 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when the Contract has been fully performed by the Contractor.

6.2.5. Before the first application for payment, the Contractor shall submit to the County Engineer 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 County Engineer may require. This schedule, unless objected to by the County Engineer shall be used as a basis for reviewing the Contractor's application for payment.

6.2.6 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 the County.

## **7.0 REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from other governmental agencies (State, County, City, etc.) for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number as well as letters of recommendation.

Initials of Bidder: AB

## 8.0 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 bidders 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.

## 9.0 PERFORMANCE AND PAYMENT BONDS:

The successful bidder must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of \$50,000.00 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 bidder. In the event Fort Bend County rejects the proposed surety company, the bidder will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

## 10.0 INSURANCE:

10.1 All respondents must submit, with BID, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

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

10.2.1 General Aggregate	\$2,000,000
10.2.2 Products Completed Operation – Aggregate	\$2,000,000
10.2.3 Personal Advertising Injury Limit	\$1,000,000
10.2.4 Each Occurrence Limit	\$1,000,000
10.2.5 Fire Damage Limit (any one fire)	\$50,000
10.2.6 Medical Expense Limit (any one person)	\$5,000

Initials of Bidder: AB

- 10.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
- 10.3.1 premises/operations coverage;
  - 10.3.2 broad form property damage liability coverage
  - 10.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
  - 10.3.4 XCU coverage;
  - 10.3.5 independent contractors and employees as additional insureds;
  - 10.3.6 contractual liability coverage.
- 10.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 102.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 10.6 Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 10.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- 10.8 Builders Risk Insurance. Respondent shall obtain and keep in full force and effect until the final completion, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Respondent, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the construction site awaiting construction, during construction, and until the final completion date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Respondent, architect, subcontractors of any tier and Fort Bend County for loss or damage occurring during the Work and shall name Respondent as the named insured and Fort Bend County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Respondent.

Initials of Bidder: AB

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

**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 NEGLIGENCE, 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.

Initials of Bidder: AB

- 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
Carpenter, Rough	\$ 12.49	0.00

Initials of Bidder: AB

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

Initials of Bidder: AB

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

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Initials of Bidder: AB

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

### **13.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

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

- 14.1 The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordinating of the Work under this contract.
- 14.2 The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the Work. The Superintendent shall be satisfactory to the County and shall not be changed except with the approval of the County.
- 14.3 The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the Work. He shall obtain approval for the location of the equipment, supplies and construction access during the Work.
- 14.4 The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
  - 14.4.1 All employees of the Work and all other persons who may be affected thereby.

Initials of Bidder: AB



- 14.4.2 All the Work and all materials to be incorporated therein, whether all storage on or off the site.
- 14.4.3 All property at the sites and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structured and utilities not designated for removal, relocation or replacement in the course of construction.
- 14.5 Materials and Workmanship: All Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.
- 14.6 Test specimens of the various materials may be requested by the County at any time. The test specimens shall be furnished by the Contractor and test will be made by the County at the expense of the County.
- 14.7 All Manufacturer's product certifications required by the specifications shall be numbered consecutively, dated and submitted to the County as required.
- 14.8 Removal of Defective Work: If any materials provided under this Contract are condemned as not conforming with the requirements of the Contract Documents by the County Engineer, the Contractor shall, within a reasonable time after having received notice from the County Engineer to that effect, proceed to remove from the Project Site all condemned materials, whether worked or unworked and to take down all portions of the Work which have been condemned as unsound or improper or is in any way failing to conform to the Specifications and Contractor shall make good all Work damaged or destroyed thereby, including all adjacent Work damaged thereby.
- 14.9 Cleaning: As directed by the County, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the Work of the Contractor shall have the premises in a neat and clean conditions.
- 14.10 The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.
- 14.11 The County expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

## **15.0 TERMINATION:**

- 15.1 The County may terminate the Contract if the Contractor:

Initials of Bidder: AB

- 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, the County may, without prejudice to any other rights or remedies of the 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 Work by whatever reasonable method the County may deem expedient.
- 15.3 When the 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 Work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**16.0 SUSPENSION BY THE OWNER FOR CONVENIENCE:**

- 16.1 The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.
- 16.2 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:
  - 16.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - 16.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 16.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

Initials of Bidder:   A<sup>3</sup>

**17.0 TAX EXEMPT:**

Texas Sales and Use Taxes: 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, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. 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.

**18.0 PRICING:****18.1 Concrete Pavement Removal and Replacement:**

Provide for complete concrete pavement and replacement at such site as determined by Fort Bend County Road & Bridge. Unit price shall include all labor, equipment and material to completely restore the designated roadway section. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. The work will be considered a priority item and must be expedited. Work must be completed within the time frame given in the work order. 12 sq yard site minimum.

Estimated Quantity	Price per Square Yard	Extended Total
60 sq. yards	\$ <u>65.00</u>	\$ <u>3,900.00</u>

**18.2 Concrete Pavement Removal, Disposal and Replacement – 6-Inch Thickness:**

Remove and dispose of existing 6-inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place.

Estimated Quantity	Price per Square Yard	Extended Total
1100 sq. yards	\$ <u>65.00</u>	\$ <u>71,500.00</u>

Initials of Bidder: AB

**18.3 Concrete Pavement Removal, Disposal and Replacement – 7-Inch Thickness:**

Remove and dispose of existing 7- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place.

Estimated Quantity	Price per Square Yard	Extended Total
3800 sq. yards	\$ <u>65.00</u>	\$ <u>247,000.00</u>
<b>Grand Total for Items 18.1, 18.2 and 18.3 \$</b>		<b><u>322,400.00</u></b>

**19.0 ADDITIONAL PRICING: Shall be used where directed by the Engineer. All unit prices shall include all cost, commissions, overhead, permits and payment required and necessary for the complete work as specified:**

**19.1 Concrete Pavement Removal, Disposal and Replacement – 6-Inch Thickness:**

Use Type III cement in lieu of Type I. Class K modified mix approved by TxDot. Remove and dispose of existing 6-inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place.

Estimated Quantity	Price per Square Yard	Extended Total
1100 sq. yards	\$ <u>75.00</u>	\$ <u>82,500.00</u>

Initials of Bidder AB

## 19.2 Concrete Pavement Removal, Disposal and Replacement – 7-Inch Thickness:

Use Type III cement in lieu of Type I. Class K modified mix approved by TxDot. Remove and dispose of existing 7- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place.

Estimated Quantity	Price per Square Yard	Extended Total
3800 sq. yards	\$ <u>75.00</u>	\$ <u>285,000.00</u>

## 19.3 Inlet Apron Repair:

Remove and replace storm drain inlet aprons. Remove and dispose of existing concrete aprons. Install 6-inches cement stabilized sand, compacted. Provide reinforcing steel to match existing. Provide ¾" expansion board at pavement interface. Furnish and install caulk sealant at joints. (Location is in vicinity of pavement repairs)

Estimated Quantity	Price per Each	Extended Total
10 each	\$ <u>1,000.00</u>	\$ <u>10,000.00</u>

## 19.4 Curb Repair:

Remove and replace broken curb sections. Neat saw cut each end of curb section. Replace any dowel broken or damage. (Location in vicinity of pavement repairs)

Estimated Quantity	Price per Foot	Extended Total
500 linear feet	\$ <u>10.00</u>	\$ <u>5,000.00</u>

## 19.5 Excessive Excavation:

Remove all unsuitable material below the required 8-inch cement stabilized sand and replace for select fill, composted as specified:

Estimated Quantity	Price per Cubic Yard	Extended Total
100 cubic yards	\$ <u>15.00</u>	\$ <u>1,500.00</u>

Initials of Bidder: AB

## 19.6 Crushed Concrete Base Course:

Provide crushed concrete base course complete in place.

Estimated Quantity	Price per Cubic Yard	Extended Total
100 cubic yards	\$ <u>25.00</u>	\$ <u>2,500.00</u>

## 19.7 Flexible Base Crushed Stone:

Provide flexible base crushed stone complete in place.

Estimated Quantity	Price per Cubic Yard	Extended Total
100 cubic yards	\$ <u>25.00</u>	\$ <u>2,500.00</u>

## 19.8 Cement Stabilized Sand:

Provide cement-stabilized sand complete in place.

Estimated Quantity	Price per Cubic Yard	Extended Total
100 cubic yards	\$ <u>20.00</u>	\$ <u>2,000.00</u>

## 19.9 Structural Fill:

Provide structural fill complete in place.

Estimated Quantity	Price per Cubic Yard	Extended Total
100 cubic yards	\$ <u>150.00</u>	\$ <u>15,000.00</u>

## 19.10 Saw Cut Concrete (Minimum 4 ½ - inch Depth):

This item will be measured in linear feet. Includes all materials, labor, equipment and superintendence for saw cutting concrete to a total minimum depth of 4 ½ - inches; epoxy bond applications and joint sealant.

Estimated Quantity	Price per Linear Foot	Extended Total
200 lf	\$ <u>5.00</u>	\$ <u>1,000.00</u>

Initials of Bidder: AB

## 19.11 Concrete Pavement Removal Disposal and Replacement (4 ½ - inch thickness):

This item will be measured in square yard. Includes all materials, labor, equipment and superintendence for demolition, removal and proper disposal of 4½-inch concrete (driveways, sidewalks & wheel chair ramps). Install sand subgrade material, subgrade preparation and compaction, bonding applications, placement of reinforcement steel and concrete and providing new joint with sealant. Also includes installation of replacement headers and expansion joints where applicable. Safety and traffic control and full site restoration.

Estimated Quantity	Price per Yard	Extended Total
200 yards	\$ <u>45.00</u>	\$ <u>9,000.00</u>

## 19.12 Inlet Top Adjusting/Repair:

Inlet tops completely adjusted or repaired will be measured as each inlet adjusted or repaired. Includes all materials, labor, equipment and superintendence for removal of inlet tops only, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding inlet top to the original top dimensions conforming to the surface as specified in the City of Sugar Land Design.

Estimated Quantity	Price per Each	Extended Total
10 each	\$ <u>500.00</u>	\$ <u>5,000.00</u>

## 19.13 Inlet Adjusting/Repairs:

Inlets completely adjusted or capped will be measured as each inlet adjusted. Includes all materials, labor, equipment and superintendence for demolition and removal of inlet tops, rings, covers, plates, grates and other associated casting, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding inlet vertical walls (0" to 24" maximum) and second stage to the original top dimensions and installation of existing inlet castings - ring, cover, plate or grate. Replacement of inlet top conforming to the surface as specified in the City of Sugar Land Design. Inlet adjustments and repairs are not to exceed 24 inches for this pay item. Additional compensation will be considered for adjustments and repairs exceeding 24 inches.

Estimated Quantity	Price per Each	Extended Total
10 each	\$ <u>1,500.00</u>	\$ <u>15,000.00</u>

Initials of Bidder: AB

19.14 Manhole Adjusting/Repairs:

Manholes completely adjusted or capped will be measured as each manhole adjusted. Includes all materials, labor, equipment and superintendence for removal of manhole rings & covers, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding manhole to the original top dimensions and installation of new manhole ring & cover with the top conforming to the surface as specified in the City of Sugar Land Design Standards. Manhole adjustments and repairs are not to exceed 24 inches for this pay item. Additional compensation will be considered for adjustments and repairs exceeding 24 inches.

Estimated Quantity	Price per Each	Extended Total
10 each	\$ <u>1,500.00</u>	\$ <u>15,000.00</u>

Initials of Bidder: AB



CONTRACT SHEET

Bid 11-007

THE STATE OF TEXAS  
COUNTY OF FORT BEND

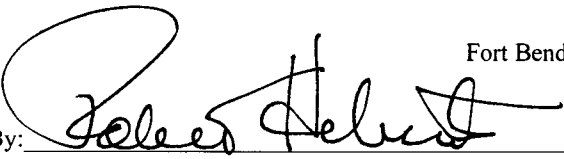
This memorandum of agreement made and entered into on the 26 day of AUGUST, 20 10, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and TOTAL CONTRACTING LIMITED.  
(company name)  
(hereinafter designated Contractor).

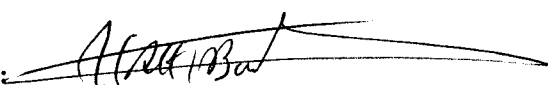
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Concrete Pavement Rehabilitation** 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\_\_\_\_\_.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: BOUTROS G. MERHI (GENERAL PARTNER)  
Printed Name and Title

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/26/2010

<b>PRODUCER</b> HUB Intl Rigg - Houston 10777 Westheimer, Suite 300 Houston TX 77042-3454 (713) 978-6668	<b>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.</b>	
<b>INSURED</b> Total Contracting Limited Smart Contractors Company 11203 Bedford Houston TX 77031	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Continental Insurance Co.	35289
	INSURER B: RSUI Indemnity Company	22314
	INSURER C: National Fire Insurance Co. of	
	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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	2088750711	2/7/2010	2/7/2011	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
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/POP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EEL - Aggregate	1,000,000
B		<b>AUTOMOBILE LIABILITY</b>	2088750675	2/7/2010	2/7/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
B		<b>EXCESS/UMBRELLA LIABILITY</b>	NHA051889	2/7/2010	2/7/2011	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	2088750630	2/7/2010	2/7/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				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
A		<b>OTHER EQUIPMENT</b>	2088750711	2/7/2010	2/7/2011	Per Item	\$500,000

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

RE: Bid No. 00-007; Sidewalk, Pavement and Storm Sewer Improvements  
Fort Bend County is named as Additional Insured (except Workers' Comp) & granted a Waiver of Subrogation as required by written contract but limited to the operations of the Insured under said contract and always subject to the policy terms, conditions and exclusions.

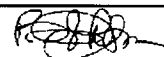
**CERTIFICATE HOLDER**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Ste. A  
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



## **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**

The Certificate of Insurance on the reverse side of this form 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.



## TOTAL CONTRACTING LIMITED

11203 Bedford  
Houston, Texas 77031  
Tel: 713.995.8595  
Fax: 713.995.8644  
E-mail: [totalcontracting@yahoo.com](mailto:totalcontracting@yahoo.com)

08/26/2010

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

Re: References  
    BID 11-007, Concrete Pavement Rehabilitation

Dear Purchasing Agent,

Please find the references of our currently ongoing construction projects with details.

1. City of Houston (COH): Neighborhood Street Reconstruction (NSR)- 455 Project  
Project No. WBS N-000387-0001-4  
Contact Person: Ms. Anh Hunter (Project Manager, City of Houston), email:  
[Anh.hunter@houstontx.gov](mailto:Anh.hunter@houstontx.gov), Phone No. 832-395-2393
2. Mr. Douglas Garnett, P.E. (Principal)  
Infrastructure Associates Inc.  
Email: [dgl@iahouston.com](mailto:dgl@iahouston.com)  
Phone No. 713-622-0120
3. City of Houston (COH): Reconstruction of Parker Road from Airline to Hardy Toll Road  
Project No. WBS No. N-000620-0001-4  
Contact Person: Mr. Dotun Ogundare (Project Manager, City of Houston)  
Email: [dotun.ogundare@houstontx.gov](mailto:dotun.ogundare@houstontx.gov)  
Phone No. 832-395-2389

If you have any questions or need additional information, please call me at 832.265.8995.

Sincerely

*Boutros Merhi*

Boutros Merhi  
General Partner



**SUPERIORITY IN CONSTRUCTION**



## TOTAL CONTRACTING LIMITED

11203 Bedford  
Houston, Texas 77031  
Tel: 713.995.8595  
Fax: 713.995.8644  
E-mail: [totalcontracting@yahoo.com](mailto:totalcontracting@yahoo.com)

08/26/2010

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

Re: BID 11-007  
Concrete Pavement Rehabilitation

Dear Purchasing Agent,

Total Contracting Limited is pleased to present this letter of qualifications to supplement our bid for the construction of the above referenced project. TCL has been in continuous operation in Houston, since its inception in 1999. Over the past 8 years, TCL has grown steadily from a small concrete contractor to a mid-size/heavy contractor with extensive experience in water, storm, sewage and roadway construction projects including structures.

TCL possesses the resources and financial capacity and owns all the heavy equipment and tools needed to construct this project. We have constructed numerous projects in Houston with exceptional quality and satisfactory performance in terms of cost and compliance with performance schedule. TCL relies on Engineering Safety Consultants (ESC) to continually train and re-train its field staff on safety and monitor our operations during construction. This approach has further facilitated a non-accident safety history for the past five years and has kept our staff informed about OSHA requirements including any new developments.

Furthermore, we would like to point out that we finished the construction of more extensive project for the City the Kirby Drive Segment 2 and College Avenue and Bellaire Boulevard paving & Drainage, and Utility Improvements for the City of West University and South Side Place within the schedule and budgeted constraints.

Total Contracting Limited will P.E.C. Corporation as a program advisor if we were selected to do this project. Attached, please find our project profile detailing our project experience record. We hope this will suffice and meet your requirement for qualifications of bidders. If you have any questions or need additional information, please call me at 832.265.8995.

Sincerely

*Boutros Merhi*

Attachment: Company Projects Profile

Boutros Merhi  
General Partner

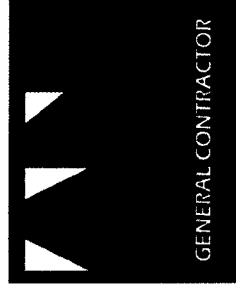


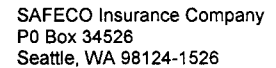
**SUPERIORITY IN CONSTRUCTION**

# Construction Projects Profile

8/26/2010

11203 Bedford  
Houston Texas 77031  
Ph:713-995-8595  
Fax:713-995-8644  
E-mail:totalcontracting@att.net

[illegible]



KNOW ALL BY THESE PRESENTS, That we, Total Contracting Limited

of Houston, Texas (hereinafter called the Principal),


as Principal, and Safeco Insurance Company Of America (hereinafter called the Surety), as Surety are held and firmly bound unto Fort Bend County, Texas

(hereinafter called the Oblige) in the penal sum of Five Percent Of Greatest Amount Bid Dollars (\$5% G.A.B. ) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Term Contract for Concrete Pavement Rehabilitation for Fort Bend County, Bid 11-007


NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 26th day of August, 2010.


  
Joumana Merhi, Secretary

(Seal)


TOTAL CONTRACTING LIMITED

 Principal

Boutros G. Merhi, General Partner Title

  
S. Clock, Bond Secretary

SAFECO INSURANCE COMPANY OF AMERICA

  
Lawrence L. Rhodes, Attorney-in-Fact



POWER  
OF ATTORNEY

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

No. 10661

KNOW ALL BY THESE PRESENTS:

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

\*\*\*\*\*MARILYN CALHOUN; SANDRA J. CLOCK; BRADLEY D. JOHNSON; JOHN J. PAYNTER; LAWRENCE L. RHODES;  
STEVEN E. WHITE; Houston, Texas. THOMAS N. GILLIS; M. KATHERYN MACFIE; KIM VASQUEZ; Dallas, Texas;  
TERESA GODSEY; BRENDA MCCAW; ERIN MOSS; LINDA WHITE; Ft. Worth, Texas\*\*\*\*\*

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

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

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

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

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

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

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

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

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

this 26th day of August, 2010



Dexter R. Legg, Secretary



## IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Home Office Surety at (206) 473-3799.

3 You may call **the Safeco** toll-free telephone number for information or to make a complaint at:

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

4 You may also write to Safeco Insurance Company at:

Safeco Plaza  
Seattle, WA 98185-0001

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

**(800) 252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact **Wm. Rigg Co. (Agency) at 713-978-6668** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

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

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede contactar a servicio de la oficina principal de Safeco Surety al: 206-473-3799.

Usted puede llamar al numero de telefono gratis de **Safeco** para informacion o para someter una queja al:

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

Usted tambien puede escribir a Safeco Insurance Company:

Safeco Plaza  
Seattle, WA 98185-0001

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

**(800) 252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el **Wm. Rigg Co. (Agency) at 713-978-6668** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.