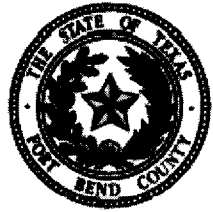


19B

COUNTY PURCHASING AGENT

Fort Bend County, Texas



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

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

March 18, 2011

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 11-052 Old Richmond Road from Voss to West Airport

See attach amendment. In addition please see section 14.2.4 which states the vendor is responsible for material testing.

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

Durwood Greene Construction Co.

Company Name

Jeremy L. Berry - Vice President

Signature of person receiving addendum

3-18-11

Date

If you have any questions please contact this office.

Sincerely,

Debbie Kaminski

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Enclosure

COUNTY JUDGE
RECEIVED
APR 18 2011

4520 Reading Road, Suite A · Rosenberg, TX 77471



AECOM
5757 Woodway Drive
Suite 101 West
Houston, TX 77057-1599
www.aecom.com

713 780 4100 tel
713 267 2857 fax

**Construction of Old Richmond Road from Voss to West Airport
Fort Bend County**

BID 11-052

Addendum 1

CLARIFICATION TO PLANS AND SPECIFICATIONS:

For Item 13 in the Bid Schedule, "Full Depth Repair/Replacement of Concrete Pavement", Contractor shall use High Early Strength Concrete as detailed in Specification Number 361. Cost for the High Early Strength Concrete is included in the item.

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165	HYDRO-MULCH SEEDING (FOR EROSION CONTROL AND STABILIZATION)
166	FERTILIZER
200	STRIPPING
205	SUBGRADE
220	LIME STABILIZED SUBGRADE
221	HYDRATED LIME AND LIME SLURRY
250	HOT MIX ASPHALTIC CONCRETE BASE COURSE (BLACK BASE)
310	PRIME COAT
340	HOT MIX-HOT LAID ASPHALTIC CONCRETE
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420	CONCRETE STRUCTURES
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430	CONSTRUCTION OF UNDERGROUND UTILITIES (WITH DRAWINGS)
433	CEMENT STABILIZED SAND BEDDING AN BACKFILL MATERIAL
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460	REINFORCE CONCRETE PIPE
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ADDENDUM 1

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- 560 MAINTENANCE AND CLEANUP OF THE PROJECT SITE
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- 665 WORK ZONE PAVEMENT MARKINGS
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- 670 BARRICADES
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- 674 REMOVING PAVEMENT STRIPING AND MARKINGS
- 713 REINFORCED FILTER FABRIC BARRIER
- 719 INLET PROTECTION BARRIERS
- 724 STABILIZED CONSTRUCTION ACCESS (TYPE I - ROCK)
- 725 GENERAL SOURCE CONTROLS (SWPPP)
- 751 SWPPP INSPECTION AND MAINTENANCE

** LATEST REVISION OF SPECIFICATIONS SHOULD BE FOLLOWED. ANY WHERE THAT SPECIFICATION USES "HARRIS COUNTY", REPLACE WITH "FORT BEND COUNTY".

SPECIAL PROVISIONS

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- 460 REINFORCED CONCRETE PIPE
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- STORM WATER POLLUTION PREVENTION PLAN
- TABLE 1 - PRODUCT SPECIFIC PRACTICES
- STORM WATER CONSTRUCTION SITE INSPECTION REPORT

TPDES

- SMALL CONSTRUCTION SITE NOTICE
- TPDES CERTIFICATIONS
- TPDES GENERAL PERMIT NO. TXR050000

ITEM 491

REINFORCED CONCRETE SLOPE PAVING

491.1 Description. This item shall govern for furnishing and placing reinforced concrete slope paving to the lines, grades, and depths shown on the plans.

491.2 Materials. Concrete shall be Class D concrete, in accordance with the Item, "Structural Concrete". Reinforcing steel shall be in accordance with ASTM A615 or A184.

With prior approval of the engineer, fly ash may be used with the cement. Cement plus fly ash shall be composed of Portland cement, of the type specified herein and 20 percent fly ash by absolute volume. Fly ash shall be Class C, conforming to the requirements of ASTM A618. Fly ash shall have a minimum CaO content of 20 percent.

Curing materials shall be in accordance with the Item, "Membrane Curing".

491.3 Construction Methods. Prior to placing material, the subgrade shall be prepared to the proper section for the width and depth of slope paving as shown on the Plans. Construction joints shall be located as shown on the plans, or as otherwise indicated.

Place 1-inch expansion joint material at the location where slope paving is to be placed against walls, or around columns or piling, and at maximum intervals of 80 feet throughout the length of slope paving. Nail a 1-inch by 1-inch redwood board to the top of the joint material and after the slope paving has set and cured, remove the redwood board and fill the area with joint sealant.

Unless otherwise indicated on the plans, use a minimum No. 3 reinforcing bar conforming to ASTM A615, grade 40, at a maximum spacing of 12 inches in each direction. The distance from the first parallel bar to the edge of the concrete shall not exceed 3 inches.

Wire reinforcing shall be a minimum W4 x W4, 6" x 6" conforming to ASTM Designation A185 and A182. Only flat sheets shall be used. Use a minimum of 6 inch lap at all splices, with not less than 1 inch, nor more than 3 inches clearance from fabric to the edge of concrete, and no wires projecting to last member parallel to the edge of concrete.

The reinforcing steel shall be supported throughout the placing of the slope paving to maintain its position approximately equidistant from top and bottom surface of the concrete.

After the concrete has been placed, compacted and shaped to conform to the dimensions shown on the plans, and after it has cured sufficiently to avoid slumping, the concrete shall be finished with a wooden float to secure a reasonably smooth finish.

The concrete shall be cured in accordance with the Item, "Membrane Curing".

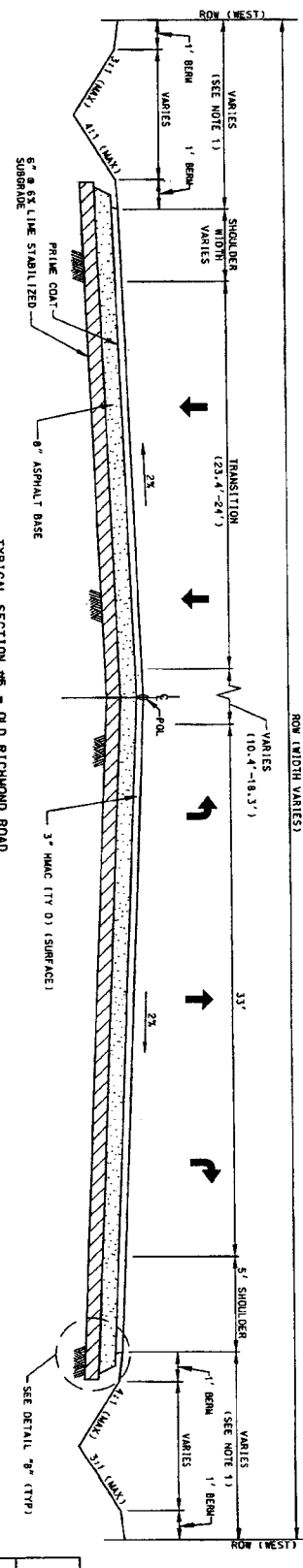
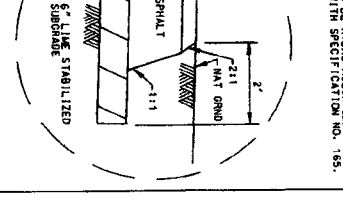
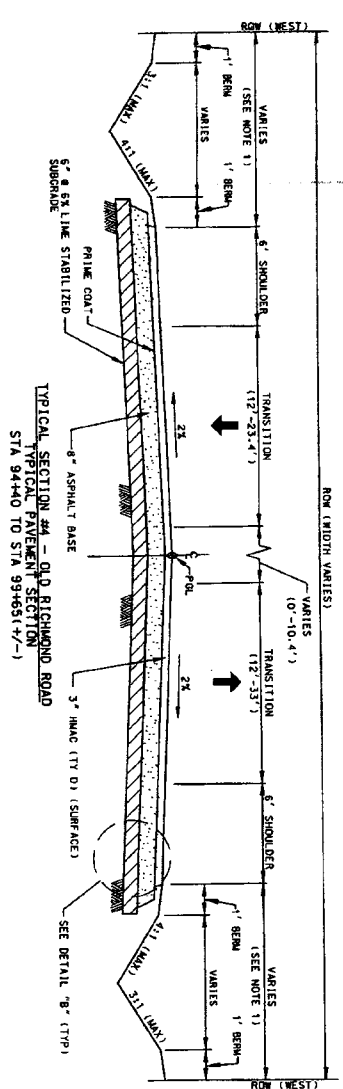
Weep holes shall be installed in the bottoms and walls of the low flow section and in the slope paving at the locations and spacing and in accordance with the details shown on the plans.

491.4 Measurement. Concrete slope protection shall be measured by the square yard of surface area, complete and in-place. All edgebeams and/or toewalls, as well as weep holes, shall be incidental to the reinforced concrete slope paving.

491.5 Payment. Concrete slope protection shall be paid for at the contract unit price, measured as provided above. Price shall be full compensation for furnishing and placing all materials, including expansion joint material, joint sealant and reinforcing steel, surface finishing, and curing.

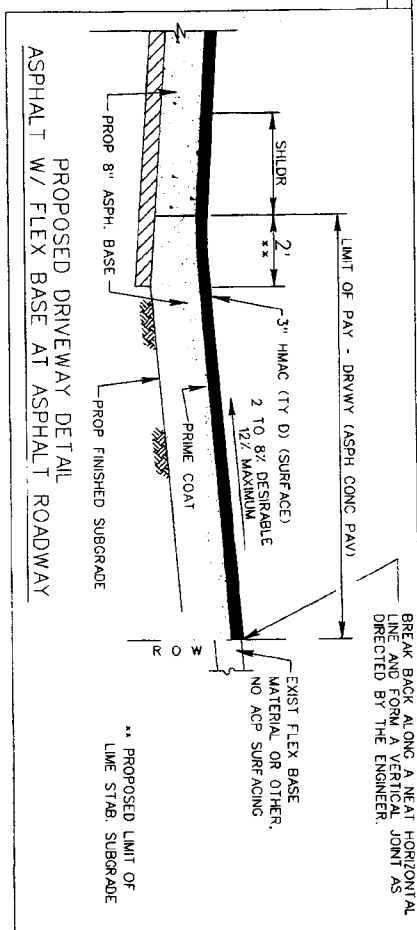
There are line code(s), description(s), and unit(s) for this item.

END OF ITEM 491



TYPICAL SECTION #6 - OLD RICHMOND ROAD
 LOCAL PAVEMENT SECTION
 STA 99+651 (+/-) TO STA 101+03

BREAK BACK ALONG A NEAR HORIZONTAL LINE AND FORM A VERTICAL JOINT AS DIRECTED BY THE ENGINEER.



** PROPOSED LIMIT OF LIME STAB. SUBGRADE

- NOTES:
 1. AREAS BETWEEN FINISHED PAVEMENT AND RIGHT-OF-WAY TO BE PROPORTIONED AND IN ACCORDANCE WITH SECTION NO. 155.

PREPARED FOR
FORT BEND COUNTY

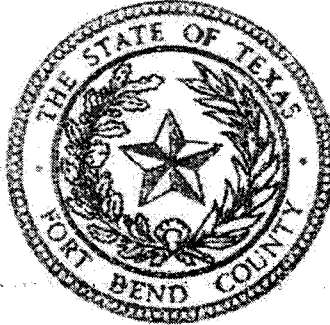
AECOM
 10000 Katy Road, Suite 1000
 Houston, Texas 77054
 Tel: 281.486.2000
 Fax: 281.486.2001

NOTICE:
 AT LEAST 48 HOURS BEFORE DRAWING IS SHED TO BE REVISIONS CALL (713) 233-4499

DATE: 3/17/2011
 TIME: 10:24:00 AM
 SHEET NO. 2 OF 2

PROJECT: FORT BEND COUNTY ROADWAY IMPROVEMENT PROJECT (101-101-003)

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



**Construction of Old Richmond Road from Voss to West Airport
for Fort Bend County
BID 11-052**

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, March 31, 2011
1:30 PM (Central)**

MARK ENVELOPE:

**Bid 11-052
Old Richmond Road**

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

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

**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@d@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or**

**Prepared: 02/24/11
Issued: 03/09/11**

Vendor Information

Durwood Greene Construction Co.
Legal Name of Contracting Company

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

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

P.O. Box 1338
Complete Mailing Address (for Correspondence)

Stafford, Texas 77497-1338
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

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

jberry@durwoodgreene.com
Authorized Representative's Email Address

Jerry L. Berry
Signature of Authorized Representative



1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskid@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Friday, March 25, 2011 at 3:00 p.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the

only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete Old Richmond Road from Voss to West Airport, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on Thursday, March 17, 2011 at 9:00AM (CST). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg Texas 77471. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of three hundred (\$300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a

location agreed upon in writing), less retainage of ten percent (10%).

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

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

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

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

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

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

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

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract,

irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

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

8.0 PERFORMANCE AND PAYMENT BONDS:

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

9.0 POWER OF ATTORNEY:

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

10.0 INSURANCE:

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

10.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

10.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per

injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

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

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each

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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.

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
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

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Form Setter, Paving & Curb	\$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted	\$ 15.00	0.00
Foundation Drill Operator, Truck Mounted	\$ 12.73	0.00
Front End Loader Operator	\$ 10.65	0.00
Laborer, common	\$ 9.15	0.00
Laborer, Utility	\$ 9.81	0.00
Manhole Builder	\$ 9.00	0.00
Mechanic	\$ 13.72	0.00
Milling Machine Operator, Fine Grade	\$ 13.17	0.00
Mixer operator	\$ 10.33	0.00
Motor Grader Operator, Rough	\$ 13.13	0.00
Motor Grader Operator	\$ 11.67	0.00
Oiler	\$ 12.12	0.00
Painter, Structures	\$ 15.54	0.00
Pavement Marking Machine Operator	\$ 8.18	0.00
Piledriverman	\$ 12.22	0.00
Pipelayer	\$ 9.49	0.00
Reinforcing Steel Setter, Paving	\$ 15.14	0.00
Reinforcing Steel Setter, Structure	\$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled	\$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	\$ 11.07	0.00
Scraper Operator	\$ 9.92	0.00
Servicer	\$ 10.96	0.00
Sign Installer (PGM)	\$ 8.54	0.00
Slip Form Machine Operator	\$ 11.07	0.00
Spreader Box operator	\$ 11.12	0.00
Structural Steel Worker	\$ 12.13	0.00
Tractor operator, Crawler Type	\$ 13.00	0.00
Tractor operator, Pneumatic	\$ 10.07	0.00
Traveling Mixer Operator	\$ 11.00	0.00
Truck driver, lowboy-Float	\$ 13.16	0.00
Truck driver, Single Axle, Heavy	\$ 10.65	0.00
Truck driver, Single Axle, Light	\$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer	\$ 10.25	0.00
Work Zone Barricade Servicer	\$ 9.94	0.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

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

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

14.3 Standards for Review and Approval.

14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.5 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

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

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

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order

shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

- 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

23.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

24.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that

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venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

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

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 90 calendar days (maximum of 90 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

Contract Sheet

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

This memorandum of agreement made and entered into on the 12 day of April, 2011, 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 **Old Richmond Road from Voss to West Airport** 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 12 day of April, 2011.

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

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460	REINFORCE CONCRETE PIPE
463	SAFETY END TREATMENT (WITH FULL SIZE DRAWING)
464	PVC PIPE
465	REMOVE AND DISPOSE OF EXISTING CONCRETE OR METAL PIPE
471	PRECAST CONCRETE MANHOLES
472	INLETS (WITH DRAWINGS)
495	REMOVING OLD STRUCTURES
500	REMOVE & RELOCATE OR DISPOSE OF TRAFFIC SIGNS, MAIL BOXES, AND ROADWAY SIGNS
526	MEMBRANE CURING
530	CONCRETE CURB, GUTTER, CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS (WITH 3 DRAWINGS)
540	REMOVING AND DISPOSING OF EXISTING ASPHALTIC SURFACE AND FLEXIBLE BASE MATERIAL
550	EXISTING FENCING AND GATES

- 560 MAINTENANCE AND CLEANUP OF THE PROJECT SITE
- 624 ALUMINUM SIGNS
- 646 ROADSIDE TRAFFIC SIGN SUPPORT (WITH A DRAWING)
- 648 ENCAPSULATED LENS REFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS (HI-INTENSITY GRADE)
- 649 WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS (DIAMOND GRADE)
- 660 REFLECTORIZED PAVEMENT MARKINGS
- 663 TRAFFIC BUTTONS AND PAVEMENT MARKERS
- 665 WORK ZONE PAVEMENT MARKINGS
- 666 PREFABRICATED PAVMENT MARKINGS
- 669 PAVEMENT SURFACE PREPARATION FOR MARKINGS
- 670 BARRICADES
- 671 TRAFFIC CONTROL
- 672 FLAGMEN
- 673 CONSTRUCTING DETOURS FOR MAINTAINING TWO-WAY TRAFFIC
- 674 REMOVING PAVEMENT STRIPING AND MARKINGS
- 713 REINFORCED FILTER FABRIC BARRIER
- 719 INLET PROTECTION BARRIERS
- 724 STABILIZED CONSTRUCTION ACCESS (TYPE I - ROCK)
- 725 GENERAL SOURCE CONTROLS (SWPPP)
- 751 SWPPP INSPECTION AND MAINTENANCE

** LATEST REVISION OF SPECIFICATIONS SHOULD BE FOLLOWED. ANY WHERE THAT SPECIFICATION USES "HARRIS COUNTY", REPLACE WITH "FORT BEND COUNTY".

SPECIAL PROVISIONS

- 110 ROADWAY EXCAVATION
- 421 STRUCTURAL CONCRETE
- 460 REINFORCED CONCRETE PIPE
- 465 REMOVE AND DISPOSE OF EXISTING CONCRETE OR METAL PIPE
- 472 INLETS

STORM WATER QUALITY

- STORM WATER POLLUTION PREVENTION PLAN
- TABLE 1 - PRODUCT SPECIFIC PRACTICES
- STORM WATER CONSTRUCTION SITE INSPECTION REPORT

TPDES

- SMALL CONSTRUCTION SITE NOTICE
- TPDES CERTIFICATIONS
- TPDES GENERAL PERMIT NO. TXR050000

BID TABULATION

Bid Tabulation

Old Richmond Road from Voss Rd to W Airport Blvd

Bid Item Number	Spec Item Number	Quantity	Unit	Bid Item Description Unit Price	Unit Price	Total
Site Preparation and Earthwork Items						
1	100	1	EA	Project Signs - Locations to be as directed by the Engineer	1,000.00	1,000.00
2	104	37	LF	Remove and Dispose of Existing Concrete Curb	4.00	148.00
3	540	5757	SY	Remove and Dispose of Existing Asphalt Surface and Flexible Base Material	2.50	14,392.50
4	110	7718	CY	Roadway Excavation (Including Stripping)	6.00	46,308.00
5	550	307	LF	Remove & Relocate Existing Wooden Fencing	9.00	2,763.00
6	465	200	LF	Remove and Dispose of Existing Concrete Pipe - All Sizes	15.00	3,000.00
7	500	1	LS	Remove and Relocate or Dispose of Traffic Signs, Mail Boxes, and Roadway Signs	1,000.00	1,000.00
Site Preparation and Earthwork Items - Subtotal						68,616.50
Paving Items						
8	220	9246	SY	6-inch (6") Lime Stabilized Subgrade, Complete in Place	2.00	18,492.00
9	220	137	Ton	Lime (6% By Dry Weight)	150.00	20,550.00
10	250	4088	Ton	Hot Mix Asphaltic Base Course (Black Base), 8-inches (Pavement and Driveways)	60.00	245,280.00
11	310	2323	Gal	Prime Coat for Base Course (Pavement and Driveways)	71.10	166,173.30
12	340	1533	Ton	Type "D" HMA Surface Course, 3-inches (Pavement and Driveways)	71.00	108,813.00
13	361	27	SY	Full Depth Repair/Replacement of Concrete Pavement	100.00	2,700.00
14	361/530	20	LF	6-inch (6") Reinforced Concrete Curb, Removal, disposal, and Replacement	7.00	140.00
15	361	10	Ea	Dowelling into Existing Pavement, 1" Diameter	15.00	150.00
16	530	37	LF	6-inch (6") Monolithic Concrete Curb, Complete in Place	3.00	111.00
Paving Items - Subtotal						396,478.30
Storm Sewer Items						
17	429	1654	LF	Trench Safety System for Storm Sewers 5' to 10' Deep	.20	330.80
18	429	106	LF	Trench Safety System for Storm Sewers 10' to 15' Deep	.20	21.20
19	464	14	LF	6" PVC Drain Line	50.00	700.00
20	460	1916	LF	24" RCP Strm Swr - Rubber Gasket, C76, Class III, Complete in Place	55.00	105,380.00
21	463	3	EA	Safety End Treatment - Type II, (6:1) for 24" RCP	1,400.00	4,200.00
22	463	2	EA	Safety End Treatment - Type II, (4:1) for 24" RCP	1,000.00	2,000.00
23	471	2	EA	Pre-Cast Type A Manhole (All Depths)	4,000.00	8,000.00
24	427	1	EA	Pre-Cast Type "B-B" Inlet (All Depths)	3,500.00	3,500.00
25	472	20	EA	Pre-Cast Type "A" Grate Inlet (All Depths)	2,900.00	58,000.00
Storm Sewer Items - Subtotal						181,132.00
Signing and Pavement Marking Items						
26	660	3430	LF	Thermoplastic (Type I) Pavement Marking (4" Wide) Solid White	.60	2,058.00
27	660	3400	LF	Thermoplastic (Type I) Pavement Marking (4" Wide) Solid Yellow	.60	2,040.00
28	660	400	LF	Thermoplastic (Type I) Pavement Marking (8" Wide) White-Solid	1.20	480.00
29	660	65	LF	Thermoplastic (Type I) Pavement Marking (24" Wide) White-Solid	7.00	455.00

Bid Tabulation

Old Richmond Road from Voss Rd to W Airport Blvd

Bid Item	Spec Item Number	Quantity	Unit	Bid Item Description Unit Price	Unit Price	Total
30	660	310	LF	Thermoplastic (Type I) Pavement Marking (24" Wide) Yellow-Solid	7.00	2,170.00
31	666	6	EA	Prefabricated Pavement Marking Turning Arrows	300.00	1,800.00
32	666	3	EA	Prefabricated Pavement Markings Elongated Word "ONLY" Type I A-A ReflectORIZED Pavement Markers	450.00	1,350.00
33	663	130	EA	Traffic Signs (Diamond Grade)	5.00	650.00
34	624	2	EA	Signage and Striping Items - Subtotal	400.00	800.00
						11,803.00

Traffic Control Systems - Option 1

35	671	3	Mo	Furnish and Maintain Detour Traffic Control Plan Including All Signs and Barricades	\$ 1,500.00 500.00 (unit) (2)	\$ 4,500.00 1,500 (unit) (2) 8018
						4,500.00

Traffic Control Systems - Option 2

36	671	3	Mo	Furnish and Maintain Work Zone Traffic Control Plan Including Barricades, Signs, Drums, Flagmen, Etc.	2,000.00	6,000.00
152	673/250	559	Ton	Installation, Maintenance, and Removal of 6" Black Base for Temporary/Detour Road	63.00	35,217.00
153	673/340	186	Ton	Installation, Maintenance, and Removal of 2" Hot-Mix Hot Asphaltic Concrete for Temporary Detour Road	80.00	14,880.00
154	665	128	LF	Installation, Maintenance, and Removal of Work Zone Pavement Marking (1-4" wide) Yellow Solid	.80	102.40
155	665	3710	LF	Installation, Maintenance, and Removal of Work Zone Pavement Marking (2-4" wide) Yellow Solid	1.30	4,823.00
156	665	6530	LF	Installation, Maintenance, and Removal of Work Zone Pavement Marking (1-4" Wide) White Solid	.80	5,224.00
						66,346.40

Storm Water Pollution Prevention Plan

158	165	12232	SY	Hydro-Mulch Seeding (For Erosion Control and Stabilization)	.30	3,669.60
159	713	3700	LF	Furnish, Install, Maintain, and Remove Reinforced Filter Fabric Barrier	1.25	4,625.00
160	719	12	EA	Furnish, Install, Maintain, and Remove Inlet Protection Barrier (Stabilized Construction Access - Type I (Install, Maintain, and Remove) (Complete and In Place))	75.00	900.00
161	724	550	SY	Inspect, maintain, clean and replace any or all SWPPP Items	5.00	2,750.00
162	751	2	Mo	Storm Water Pollution Prevention Plan - Subtotal	1,200.00	2,400.00
						14,344.60

With Option 1 TCP
With Option 2 TCP

GRAND TOTAL

676,887.40
738,635.80

Notes:

- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder by crossing out the Minimum and noting revised price on the line above.

SCOPE OF WORK

SCOPE OF WORK

PHASE I

- PLACE WORK ZONE ADVANCE WARNING SIGNS
- PLACE TEMPORARY TRAFFIC CONTROL DEVICES INCLUDING CHANNELIZATION DEVICES, WORK ZONE PAVEMENT MARKINGS, AND SIGNAGE FOR WORK AREAS
- APPLY STORM WATER POLLUTION PREVENTION MEASURES
- CONSTRUCT 24" RCP AT VOSS OUTFALL, AS WELL AS TYPE "A" INLET AND 24" LEAD ACROSS ROAD AT STATION 84+20.
- CONSTRUCT TEMPORARY ASPHALT PAVEMENT ON WEST SIDE OF PROJECT AS SHOWN ON THE PLANS
- BEGIN TRAFFIC TRANSITION FROM EXISTING ROADWAY TO TEMPORARY ASPHALT ROADWAY

PHASE II

- CONSTRUCT STORM SEWERS AND INLETS ON EAST SIDE; CONSTRUCT INLET LEADS UP TO THE LIMITS OF WORK ZONE
- CONSTRUCT NORTH BOUND LANES, SUBGRADE AND BASE ONLY FROM BEGINNING OF PROJECT TO APPROXIMATE STATION 92+00
- CONSTRUCT STORM SEWER ON WEST SIDE AT W AIRPORT, AND CROSS CULVERT AT STATION 96+40 UP TO THE EXISTING ROADWAY
- CONSTRUCT SOUTH BOUND LANES, SUBGRADE AND BASE ONLY FROM APPROXIMATE STATION 94+40 TO END OF PROJECT

PHASE III

- SHIFT TRAFFIC FROM TRANSITION TO NEW NORTHBOUND PAVEMENT
- CONSTRUCT INLETS ON WEST SIDE AND CONSTRUCT SECOND HALF OF INLET LEADS
- REMOVE TEMPORARY ASPHALT PAVEMENT
- COMPLETE CONSTRUCTION OF SOUTH BOUND LANES (FROM BEGINNING OF PROJECT TO APPROXIMATE STATION 94+40)

PHASE IV

- SHIFT ALL TRAFFIC TO BEGIN FULL NORTH BOUND/SOUTH BOUND TRAVEL AT VOSS, AND TRANSITION TO ALL TRAFFIC ON NEW SOUTH BOUND LANES.
- CONSTRUCT STORM SEWERS AND INLETS ON EAST SIDE AT W AIRPORT AND REMAINDER OF CROSS CULVERT AT STA 96+40

- COMPLETE CONSTRUCTION OF NORTH BOUND LANES, SUBGRADE AND BASE ONLY FROM APPROXIMATE STATION 92+00 TO END OF PROJECT.
- CONSTRUCT DRAINAGE DITCHES AND DRIVEWAY CULVERTS ON EAST AND WEST SIDES

PHASE V

- ASPHALT OVERLAY ENTIRE PAVEMENT WIDTH USING FLAGGING OPERATION
- CONSTRUCT PERMANENT PAVEMENT MARKINGS AND SIGNS
- REMOVE TEMPORARY TRAFFIC CONTROLS
- REMOVE STORM WATER POLLUTION PREVENTION MEASURES
- SHIFT TRAFFIC TO PERMANENT CONFIGURATION
- REMOVE WORK ZONE ADVANCE WARNING SIGNS
- INSTALL SEEDING ON ALL AREAS BETWEEN NEW PAVEMENT AND RIGHT-OF-WAY
- ENSURE PROJECT AREA IS CLEAN AND FREE OF CONSTRUCTION DEBRIS

FORT BEND COUNTY ENGINEERING DEPARTMENT

**PROJECT MANUAL
FOR
OLD RICHMOND ROAD
FROM VOSS RD TO WEST AIRPORT BLVD**

MARCH 2011

AECOM Technical Services, Inc.
5757 Woodway Dr., Ste. 101W
Houston, TX 77057
Ph. 713-780-4100
TBPE Reg. No. F-3580



Ellen S. Cunningham
2/24/2011

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
5. Harris County Engineering
1310 Prairie Street, Suite 1105
Houston, Texas 77002
Mr. Gary Howard
Phone: 713-755-8770



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Dunwood Greene Construction Co. P.O. Box 1338 Stafford, TX 77497-1338	INSURER A : Travelers Lloyds Insurance Company	
	INSURER B : Travelers Prop. Casualty Co. of America	
	INSURER C : National Union Fire Ins Co Pa	
	INSURER D : Texas Mutual Insurance Company 22945	
	INSURER E : Hanover Insurance Company 884	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NK69AEM9 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			C03166N413TLC	03/31/2010	03/31/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8102784N764TIL	03/31/2010	03/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE4891215	03/31/2010	03/31/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TSF0001178113	03/31/2010	03/31/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CONTRACTOR'S EQUIPMENT			RHD521171901	03/31/2010	03/31/2011	L/R Equipment Per Item \$ 250,000 L/R Equipment Maximum \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Construction of Old Richmond Road from Voss to West Airport for Fort Bend County Bid 11-052.

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MAR 18 2011



CHUBB GROUP OF INSURANCE COMPANIES

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

Bond No. Bid Bond

FEDERAL INSURANCE COMPANY

BID BOND

Amount 5% of GAB***

Know All Men By These Presents,

That we, Durwood Greene Construction Co.

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

(hereinafter called the Obligee), in the amount of

Five percent of the greatest amount bid***

(5% of GAB***), for the pay-

ment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this March 31, 2011.

WHEREAS, the Principal has submitted a bid, dated March 31, 2011 for Construction of Old Richmond Road from Voss to West Airport for Fort Bend County, Bid 11-052

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

Durwood Greene Construction Co.

By: James L. Berry - Vice President

FEDERAL INSURANCE COMPANY

By: Marc W. Boots
Marc W. Boots, Attorney-In-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of August, 2010.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 17th day of August, 2010 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



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

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 31st day of March, 2011.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT, YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com