

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**ADDENDUM TO ON-SITE CLEARING, GRUBBING, AND  
DEBRIS REMOVAL ON VARIOUS ROAD PROJECTS AGREEMENT  
BID 10-037**


THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and TFR Enterprises, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain On-Site Clearing, Grubbing, and Debris Removal on Various Road Projects Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

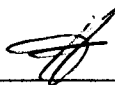
Section 6.6 of the Agreement is hereby deleted.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY  
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

2-28-2012  
\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

TFR ENTERPRISES, INC.  
  
\_\_\_\_\_  
Signature

Tipton F. Rowland  
\_\_\_\_\_  
Printed Name

Feb 16, 2012  
\_\_\_\_\_  
Date



# EXHIBIT A

**Fort Bend County Specification Download Acknowledgment**



**Invitation for Bid  
Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various  
Fort Bend County Road Projects  
BID 10-037**

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.

TFR Enterprises, Inc.  
Legal Name of Contracting Company

Tiffany Wilkes  
Contact Person

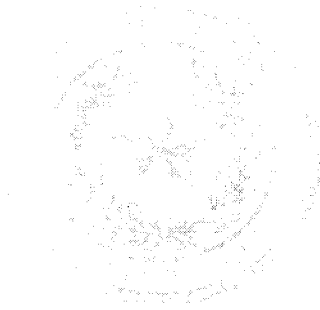
601 Leander Dr. Leander, Tx. 78641  
Complete Mailing Address

(512) 260-0323 Telephone Number      (512) 528-1942 Facsimile Number

tiffanyw@tfrinc.com  
Email Address

Tiffany Wilkes Signature      11/30/09 Date

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



**Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various  
Fort Bend County Road Projects  
BID 10-037**

**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, December 3, 2009  
1:30 PM (Central)**

**MARK ENVELOPE:**

**Bid 10-037  
Clearing Services**

*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  
kaminskd@co.fort-bend.tx.us or  
Fax:281-341-8645**

Prepared: 11/06/09  
Issued: 11/18/09

**Vendor Information**

TFR Enterprises, Inc.  
Legal Name of Contracting Company

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

(512) 2100-3322                      (512) 528-1942  
Telephone Number                      Facsimile Number

601 Leander Dr. Leander, Tx. 78641  
Complete Mailing Address (for Correspondence)

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

Same  
Complete Remittance Address (if different from above)

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

Tiffany Wilkes                      Contract Administrator  
Authorized Representative and Title (printed)

tiffanyw@tfrinc.com  
Authorized Representative's Email Address

Tiffany Wilkes  
Signature of Authorized Representative

Initials of Bidder: TW

**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: TW

- 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: TW

- 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: TW

- 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: TW

- 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: TW

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

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

**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.

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: TW

- 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: TW

- 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: TW

- 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 effective 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) contractor for the purpose of providing on-site clearing, grubbing and debris removal on various road projects located within the County, as specified herein.

**4.0 PERIOD OF CONTRACT:**

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract 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, Contractor **MUST** draw a line through error and initial each change.

**6.0. INSURANCE:**

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

6.1 All Contractors must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, Contractors 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 Contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

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

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

Initials of Bidder: TW

- 6.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
  - 6.3.1 premises/operations coverage;
  - 6.3.2 broad form property damage liability coverage
  - 6.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
  - 6.3.4 XCU coverage;
  - 6.3.5 independent contractors and employees as additional insured;
  - 6.3.6 contractual liability coverage.
- 6.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Contractor as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 6.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 6.6 Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 6.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- 6.8 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **7.0 INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

- 7.1 Contractor 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 covered by this paragraph and by paragraph 11.2 below, 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 Contractor in the defense of each matter.

Initials of Bidder: TW

- 7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.
- 7.3 Contractor'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 this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.4 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 Contractor, Contractor 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 Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.
- 7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.
- 7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.
- 7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.
- 7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extent described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

- 7.10 Contractor 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 Contract, 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 Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.11 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 Contractor and/or Trade Contractor providing such insurance.

#### **8.0 WORKERS COMPENSATION INSURANCE:**

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all RFQs advertised after September 1, 1994 and this does affect your RFQ on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your RFQ in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a RFQ could result in your RFQ being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

#### **8.1 Definitions:**

- 8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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- 8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 8.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 8.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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- 8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 8.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 8.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 8.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
    - 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 8.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

- 8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**9.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:**

The Work consists of "clearing of right-of way" at various jobsites:

- 9.1 Once the County designates the job location to the job inspector, the inspector shall communicate with the Contractor the specific job location.
- 9.2 The Contractor shall provide their estimated cost for each jobsite to the job inspector and receive the inspector's and/or the Engineer's approval of said cost estimate before beginning any work on the jobsite.
- 9.3 The Contractor shall coordinate with the Project surveyor to get the right-of-way staked.
- 9.4 The Contractor shall perform his clearing of right-of-way by tree, tree limb, and brush cutting, stump removal, and timber removal and disposal.
- 9.5 The Contractor shall be responsible for securing a staging area at a location to be approved by the County.
- 9.6 Stump removal shall be paid by the various diameters shown and shall include removal, back filling the resulting hole with cement stabilized sand, proof rolling, loading, hauling, and dumping of stumps, including the root ball. Stumps less than six (6) inches in diameter shall be considered incidental to the various items.

- 9.7 When the trees and stumps have been removed, the Contractor will fill the voids created by the stump removal with cement stabilized sand, as directed by the field engineer or inspector. The entire site will then be proof-rolled to the satisfaction of the County. The cost of cement stabilization and proof-rolling will be included in the cost bid for "Clearing of the Right-of-Way."
- 9.8 The Contractor shall provide traffic control in accordance with "Texas MUTCD," at all phases of construction, as necessary to perform the work.
- 9.9 If Contractor encounters items in the right-of-way that restrict his/her progress, the Contractor is to notify the County immediately.
- 9.10 On some projects, the County, will completely clear and stockpile trees, stumps, brush, and other wood debris. In that case the Contractor will be required to remove, haul, and dispose of the stockpiled items to a site approved by the County.

**10.0 CONSTRUCTION NOTES:**

- 10.1 The Contractor shall be responsible for clearing the right-of-way by tree, tree limb, and brush cutting, stump and timber removal and disposal of all brush and debris within the right-of-way. The Contractor is responsible for verifying the actual limits of the clearing in the field.
- 10.2 The successful Contractor shall meet the following requirements (at minimum):
  - A certified arborist in the state of Texas shall be an active and permanent employee of Contractor's staff.
  - The qualified Contractor shall have a minimum of three (3) years actual experience that is described in Harris County's Special Specification Item 8205.
- 10.3 Once the County designates the job or right-of-way location to the job inspector, the inspector shall communicate with the Contractor, the specific job location.
- 10.4 The Contractor shall provide their estimated cost for each jobsite to the job inspector and receive the inspector's and/or the engineer's approval of said cost estimate and receive a purchase order before beginning any work on the jobsite.
- 10.5 The Contractor shall coordinate with the County's Project Surveyor, to get the right-of-way staked, and provide a line of demarcation for the proposed clearing activity. Fort Bend County will provide the contact information to the contractor for the surveyor.

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- 10.6 On some roads/jobsites, before any actual clearing activity is performed by the Contractor, the County will give notice that their in-house forces will make selective tree removal within the new right-of-way.
- 10.7 Within some right-of-way clearing jobsite or roads, the Contractor will be designated to remove existing fences and/or assigned the job of installing new fence along the right-of-way line. The removal of existing fences and installation of new fence shall only be implemented when the Contractor is given instructions to do so by the field engineer or job inspector.
- 10.8 The Contractor shall clear the right-of-way of all trees, brush, overhangs, and stumps of the trees, unless otherwise instructed. The stump and root system of trees on some projects may be left in place as directed by the field engineer or inspector. Grinding will not be permitted as a means of stump removal unless specifically approved, in writing, by the field engineer or inspector. The Contractor shall furnish all necessary labor crews and equipment to cut down, remove, and dispose of trees, brush, and any debris within the limits of the right-of-way.
- 10.9 Any additional laborer assigned to a crew with a supervisor must be approved by the County Engineer, and no more than eight (8) maximum laborers or workers per one supervisor will be permitted.
- 10.10 The Contractor shall provide traffic control in accordance with "Texas MUTCD," during all phases of the work, within the proximity of the existing road pavement. Lane closure of the road is allowed only during off peak traffic hours.
- 10.11 The Contractor shall maintain good communication with the project inspector throughout all phases of the work. A field office and restroom are not required for this project.
- 10.12 The following attached drawings will be used as guidelines in this project:

Drawing Sheet No.	Title
TCP-16	One Lane Closure- Flagging Operation
TCP-17	Typical Flagging or Moving Operation

- 10.13 References to Harris County in the project documents are to be considered to mean Fort Bend County as appropriate.

10.14 Measurement and Payment shall be as provided on the bid form in lieu of the terms specified in the various specifications. Payment for additional items not shown on the bid form shall be as approved by the County Purchasing Agent and Engineer.

**11.0 REFERENCES:**

Bidders must list in Section 13, a minimum of three (3) references with whom you have provided the service outlined herein during 2008 and/or 2009.

**12.0 FORT BEND COUNTY REPRESENTATIVE:**

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

**13.0 REFERENCES:**

References: List three (3).

Company Name:	<u>Please see section one</u>
Address:	<u>of proposal</u>
Contact Person:	_____
Phone Number:	_____
Company Name:	_____
Address:	_____
Contact Person:	_____
Phone Number:	_____
Company Name:	_____
Address:	_____
Contact Person:	_____
Phone Number:	_____

**14.0 GENERAL INFORMATION:**

- 14.1 The quantities provided in each Bid Item are for bid evaluation only. They represent the estimated number of each item to be used during a one (1) year period and the County reserves the right to adjust these quantities as needed.
- 14.2 The original contract price is estimated at \$250,000 for the first year disregarding the total amount bid.
- 14.3 The Contractor shall perform the work herein specified on as-needed basis, as determined by the County, on Rights-of-Way located within the County.

**15.0 PERFORMANCE AND PAYMENT BONDS:**

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 base bid 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.

**16.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX080046 02/08/2008 TX46

Superseded General Decision Number: TX20070048

State: Texas

Construction Types: Highway

Counties: Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges).

Modification Number: 0 Publication Date: 02/08/2008

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator	\$ 10.94	0.00
Asphalt paving machine operator	\$ 12.01	0.00
Asphalt Raker	\$ 11.13	0.00
Asphalt Shoveler	\$ 9.14	0.00
Broom or Sweeper Operator	\$ 11.19	0.00
Bulldozer operator	\$ 11.81	0.00
Carpenter, Rough	\$ 12.49	0.00
Concrete Finisher, Paving	\$ 11.38	0.00
Concrete Finisher, Structures	\$ 10.80	0.00
Concrete Paving Curbing Machine Operator	\$ 10.00	0.00
Concrete Paving Finishing Machine Operator	\$ 13.07	0.00
Concrete Paving Joint Sealer Operator	\$ 11.00	0.00
Concrete Paving Saw Operator	\$ 12.75	0.00
Concrete Paving Spreader Operator	\$10.44	0.00
Concrete Rubber	\$ 9.00	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	\$ 12.71	0.00
Crusher and Screed Plant Operator	\$ 11.29	0.00
Electrician	\$ 21.79	0.00
Flagger	\$ 9.42	0.00
Form Builder/Setter, Structures	\$ 10.50	0.00
Form Liner, Paving & Curb	\$ 11.75	0.00
Form Setter, Paving & Curb	\$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted	\$ 15.00	0.00
Foundation Drill Operator, Truck Mounted	\$ 12.73	0.00
Front End Loader Operator	\$ 10.65	0.00
Laborer, common	\$ 9.15	0.00
Laborer, Utility	\$ 9.81	0.00
Manhole Builder	\$ 9.00	0.00
Mechanic	\$ 13.72	0.00
Milling Machine Operator, Fine Grade	\$ 13.17	0.00
Mixer operator	\$ 10.33	0.00
Motor Grader Operator, Rough	\$ 13.13	0.00
Motor Grader Operator	\$ 11.67	0.00

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Oiler	\$ 12.12	0.00
Painter, Structures	\$ 15.54	0.00
Pavement Marking Machine Operator	\$ 8.18	0.00
Piledriverman	\$ 12.22	0.00
Pipelayer	\$ 9.49	0.00
Reinforcing Steel Setter, Paving	\$ 15.14	0.00
Reinforcing Steel Setter, Structure	\$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled	\$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	\$ 11.07	0.00
Scraper Operator	\$ 9.92	0.00
Servicer	\$ 10.96	0.00
Sign Installer (PGM)	\$ 8.54	0.00
Slip Form Machine Operator	\$ 11.07	0.00
Spreader Box operator	\$ 11.12	0.00
Structural Steel Worker	\$ 12.13	0.00
Tractor operator, Crawler Type	\$ 13.00	0.00
Tractor operator, Pneumatic	\$ 10.07	0.00
Traveling Mixer Operator	\$ 11.00	0.00
Truck driver, lowboy-Float	\$ 13.16	0.00
Truck driver, Single Axle, Heavy	\$ 10.65	0.00
Truck driver, Single Axle, Light	\$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer	\$ 10.25	0.00
Work Zone Barricade Servicer	\$ 9.94	0.00

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

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.  
 -----

**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.

**17.0 ENCLOSURES:**

- 17.1 Pricing Sheets
- 17.2 Flagging Operation Plan
- 17.3 Specification 421 – Structural Concrete

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- 17.4 Specification 457 – Timber Preservation and Treatment
- 17.5 Specification 550 – Existing Fencing and Gates
- 17.6 Specification 554 – Wood Fencing
- 17.7 Specification 555 – Chain Link Fencing
- 17.8 Specification 556 – Four Strand Barbed Wire Fence
- 17.9 Specification 671 – Traffic Control
- 17.10 Specification Special Provision 671 – Traffic Control
- 17.11 Specification 672 – Flagmen
- 17.12 Specification 8205 – Clearing Right-of-Way

**On-Site Clearing, Grubbing and Debris Removal on Various Road Projects  
Bid 10-027**

**Contract Sheet**

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

This memorandum of agreement made and entered into on the 17<sup>th</sup> day of December, 2009, 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 TFR Enterprises, Inc.  
(company name)  
(hereinafter designated Contractor).


**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **On-site Grinding, Grubbing and Debris Removal Services** 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 15<sup>th</sup> day of December 2009.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: William R. Droke Vice President  
Printed Name and Title

**Term Contract for On-Site Clearing, Grubbing and Debris Removal Services for Various Road Projects per Bid 10-037  
Pricing Worksheet**

Bid Item Number	Specification Item Number	Quantities	Unit	Bid Item Description and Unit Price Bid Written in Words	Unit Price Bid in Numbers	Amount Bid
<b>1. Site Preparation</b>						
1.	SS8205 (550)(554)(555)(556)	340.00	HOUR	Clearing of Right-of-Way- Labor Crew 1: 1 Supervisor and 2 Laborers FOR <u>thirty five</u> DOLLARS AND _____ CENTS Per Hour	\$ <u>93.00</u>	\$ <u>31,620.00</u>
2.	SS8205 (550)(554)(555)(556)	660.00	HOUR	Clearing of Right-of-Way- Labor Crew 2: 1 Supervisor and 3 Laborers FOR <u>one hundred and seven</u> DOLLARS AND _____ CENTS Per Hour	\$ <u>117.00</u>	\$ <u>77,220.00</u>
3.	SS8205 (550)(554)(555)(556)	340.00	HOUR	Clearing of Right-of-Way- Labor Crew 3: 1 Supervisor and 4 Laborers FOR <u>one hundred and forty three</u> DOLLARS AND _____ CENTS Per Hour	\$ <u>141.00</u>	\$ <u>47,940.00</u>
4.	SS8205 (550)(554)(555)(556)	250.00	EACH	Stump Removal (6 to 12-inch Diameter) FOR <u>thirty five</u> DOLLARS AND _____ CENTS Per Each	\$ <u>95.00</u>	\$ <u>23,750.00</u>
5.	SS8205 (550)(554)(555)(556)	250.00	EACH	Stump Removal (13 to 24-inch Diameter) FOR <u>one hundred and forty five</u> DOLLARS AND _____ CENTS Per Each	\$ <u>145.00</u>	\$ <u>36,250.00</u>

6. SS8205 250.00 EACH Stump Removal (25 to 36-inch Diameter)  
 (550)(554)(555)(556) one hundred eighty five  
 FOR eighty five DOLLARS  
 AND \_\_\_\_\_ CENTS  
 Per Each \$ 185.00 \$ 46,850.00

7. SS8205 250.00 EACH Stump Removal (37-inch or larger Diameter)  
 (550)(554)(555)(556) four hundred seventy five  
 FOR \_\_\_\_\_ DOLLARS  
 AND \_\_\_\_\_ CENTS  
 Per Each \$ 475.00 \$ 118,125.00

Subtotal for Section 1 - Site Preparation \$ 381,780.00

**2. Traffic Control**

8. 671 10.00 EACH Traffic Control- Furnish-Install & Remove  
 (672)(SP 671) two hundred fifty  
 (Drawings) FOR \_\_\_\_\_ DOLLARS  
 AND \_\_\_\_\_ CENTS  
 Per Each \$ 750.00 \$ 7,500.00

Subtotal for Section 2 - Traffic Control \$ 7,500.00

**3. Extra Work Items**

9. SS8205 500.00 HOUR Clearing Right-of-Way- Additional Laborer  
 (Construction Notes) (Assigned to crew w/Supervisor and  
 approved by the Engineer)  
 FOR twenty four DOLLARS  
 AND \_\_\_\_\_ CENTS  
 Per Hour \$ 24.00 \$ 12,000.00

10. 550 5200.00 LF Removal, Disposal, Salvage, or relocation of  
 (554)(555)(556) Existing Fences (All Kinds)  
 FOR two DOLLARS  
 AND twenty five CENTS  
 Per Linear Foot \$ 0.25 \$ 1,170.00

11.	554 (421)(550)	5,200.00	LF	Install Wood Fence, including gates FOR <u>41122</u> DOLLARS AND _____ CENTS Per Linear Foot	\$ <u>13.00</u> s <u>67,600.00</u>
12.	555 (421)(550)	5,200.00	LF	Install Chain Link Fence, including gates FOR <u>link</u> DOLLARS AND _____ CENTS Per Linear Foot	\$ <u>9.00</u> s <u>46,800.00</u>
13.	556 (421)(457)	5,200.00	LF	Install Four Strand Barbed Wire Fence, including gates FOR <u>41122</u> DOLLARS AND _____ CENTS Per Linear Foot	\$ <u>3.00</u> s <u>15,600.00</u>
14.	SS8205 (Construction Notes)	3,000.00	CY	Debris Removal, Hauling, and Disposal FOR <u>fourteen</u> DOLLARS AND <u>fourty five</u> CENTS Per Linear Foot	\$ <u>14.25</u> s <u>42,750.00</u>
<b>Subtotal for Section 3- Extra Work Items....</b>					\$ <u>196,450.00</u>

NOTE: THE ITEMS LISTED ABOVE ARE EXTRA WORK ITEMS AND ARE TO BE USED ONLY ON THE INSTRUCTIONS OF THE FIELD ENGINEER ON THE PROJECT. NO COMPENSATION WILL BE RECEIVED FOR ANY PART OF THESE ITEMS UNLESS THEY ARE ACTUALLY USED ON THE JOB UNDER THE DIRECTION OF THE FIELD ENGINEER. ANY ADDITIONAL ITEMS REQUIRED OVER AND ABOVE THOSE LISTED ABOVE WILL HAVE TO BE SECURED ON A CHANGE IN CONTRACT AND ARE NOT TO BE USED UNTIL SAME HAS BEEN APPROVED BY THE COUNTY AUDITOR. THE AMOUNT BID ON THE ABOVE LISTED ITEMS IS TO BE INCLUDED IN THE GRAND TOTAL OF THE CONTRACT.

Summary

1 Site Preparation

2 Traffic Control

3 Extra Work Items

\$ 381,780.00

\$ 7,500.00

\$ 190,450.00

Grand Total Amount of Base Bid..... \$ 585,730.00