


## MEMORANDUM

**TO:** Judge Robert Hebert B14-040 (1)  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on July 22 2014. Thank you.

**DATE:** July 25, 2014

 **RETURN TO:** Norma Weaver  
8-4-14 Administrative Assistant  
Purchasing Department  
301 Jackson, Suite 201  
Richmond, Texas 77469

Allgood Construction Co.

7-22-2014  
AGENDA ITEM 30K

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



**Construction of Brand Lane from Avenue E to U.S. 90A  
for Fort Bend County  
BID 14-040**

**SUBMIT BIDS TO:**

**Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond TX 77469**

**\*\*NOTE:**

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

**SUBMIT NO LATER THAN:**

**Thursday, March 20, 2014  
1:30 PM (Central)**

**MARK ENVELOPE:**

**Bid 14-040  
Brand Lane**

***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  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)**

**Vendor Information**

Allgood Construction Company, Inc.

Legal Name of Contracting Company

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

281-499-9621

281-261-5565

Telephone Number

Facsimile Number

2647 Jo Ann Street

Complete Mailing Address (for Correspondence)

Stafford, TX 77477

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Roy Rodriguez, Vice President

Authorized Representative and Title (printed)

roy@allgoodconst.com

Authorized Representative's Email Address

Signature of Authorized Representative

**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 301 Jackson, Suite 201, Richmond 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, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 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, 301 Jackson, Suite 201, Richmond, Texas 77469, phone number (281) 341-8643, e-mail: [Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov). 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 **Thursday, March 13, 2014 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 Brand Lane from Avenue E to U.S. 90A, hereinafter referred to as the "Project," as specified herein.

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

A pre-bid conference will be conducted on **Thursday, March 6, 2014 at 2:00PM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. 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 five hundred (\$500.00) 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 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 bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the 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

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: TX140089 01/31/2014 TX89

Superseded General Decision Number: TX20130089

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014

ASBE0022-002 06/01/2012

	Rates	Fringes
<b>ASBESTOS WORKER/INSULATOR</b> (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.41	9.55
BOIL0074-002 01/01/2013		
<b>BOILERMAKER</b>	\$ 22.71	20.63
CARP0551-003 04/01/2013		
<b>Carpenter (Acoustical Ceiling Work Only)</b>	\$ 21.23	7.87
ELEC0716-004 08/29/2011		
<b>ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring And Installation of Fire Alarms, Security Systems, Telephones, and Computers)</b>	\$ 27.65	7.70
ELEV0031-001 01/01/2013		
<b>ELEVATOR MECHANIC</b>	\$37.545	25.185

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

PLAS0681-002 04/01/2005

PLASTERER		
Galveston County	\$ 20.15	3.20

PLUM0068-005 10/01/2012

Plumbers (Excluding HVAC Pipe)	\$ 30.29	9.50
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* PLUM0211-007 10/01/2013		
Pipefitters (Excluding HVAC Pipe)	\$ 29.39	10.31

SFTX0669-001 07/01/2013

SPRINKLER FITTER (Fire Sprinklers)	\$ 26.36	16.62
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SHEE0054-005 07/01/2011

Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99
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SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
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BRICKLAYER	\$ 18.00	0.00
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Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
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DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
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Formbuilder/Formsetter	\$ 11.03	0.00
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GLAZIER	\$ 14.01	2.72
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INSULATOR -BATT AND FOAM	\$ 11.00	0.00
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IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

## 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. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

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.

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

#### 14.4 Changes.

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

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the

increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

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

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the

prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to

spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

## **15.0 TERMINATION:**

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

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

**17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

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

**18.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project.

Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

## **19.0 NOTICE**

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the 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 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 450 calendar days (maximum of 450 calendar days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

**33.0 AWARD:**

This contract will be awarded to the lowest and best bid.

**34.0 W9 FORM:**

All vendors submitting are required to complete the attached W9 form and return with submission

**35.0 TAX FORM/DEBT/RESIDENCE CERTIFICATION:**

All vendors submitted are required to complete the attached tax form/debt/residence certification and return with submission.

**Contract Sheet  
Bid 14-040**

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

This memorandum of agreement made and entered into on the 22<sup>nd</sup> day of July, 2014, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Allgood Construction Company, Inc.  
(hereinafter designated Contractor).


WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Brand Lane from Avenue E to U.S. 90A** 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 31<sup>st</sup> day of July, 2014.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: Roy Rodriguez, Vice President  
Printed Name and Title



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

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

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #	Dun and Bradstreet # <b>137374179</b>	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Allgood Construction Company, Inc.    Year Business was Established <u>March 1985</u>	
Remittance Address	2647 Jo Ann Street	
City/State/Zip	Stafford, TX 77477	
Physical Address	2647 Jo Ann Street	
City/State/Zip	Stafford, TX 77477	
County	<input checked="" type="checkbox"/> Fort Bend County    Other: _____	
Phone/Fax Number	Phone: <b>281-499-9621</b> Fax: <b>281-261-5565</b>	
Contact Person	Roy Rodriguez	
E-mail	roy@allgoodconst.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> DBE-Disadvantaged Business Enterprise  <input type="checkbox"/> SBE-Small Business Enterprise  <input type="checkbox"/> HUB-Texas Historically Underutilized Business  <input type="checkbox"/> WBE-Women's Business Enterprise  <input type="checkbox"/> MBE-Minority Business Enterprise         </div> <div> <b>Certification #</b> _____  <b>Certification #</b> _____  <b>Certification #</b> _____  <b>Certification #</b> _____  <b>Certification #</b> _____         </div> </div>	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	1611, 1623	

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Allgood Construction Company, Inc.**

Business name, if different from above

**2647 Jo Ann Street, Stafford, TX 77477**

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**2647 Jo Ann Street**

City, state, and ZIP code

**Stafford, TX 77477**

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ **March 20, 2014**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Job No.: 14-040

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
(for Advertised Projects)

Taxpayer Identification Number (T.I.) \_\_\_\_\_

Company Name submitting Bid/Proposal: Allgood Construction Company, Inc.

Mailing Address: 2647 Jo Ann Street, Stafford, TX 77477

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_

\_\_\_\_\_

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

9960010920015907

2647 Jo Ann Street, Stafford, TX 77477

9410060060210901

33007 Welney Court, Fulshear, TX 77441

9410060060230901

5006 Westerdale Drive, Fulshear, TX 77441

0003000000577901

1702 Settegast Ranch Road, Richmond, TX 77406

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Allgood Construction Co., Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **Allgood Construction Co., Inc.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called the Surety, are held and firmly bound unto

### Fort Bend County

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

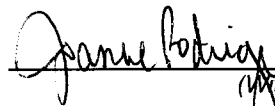
Dollars (\$ **5% of G.A.B.** ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

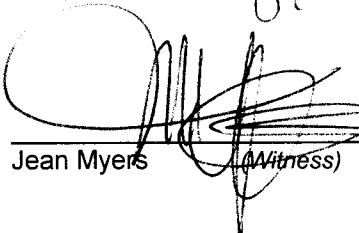
WHEREAS, the Principal has submitted a bid for

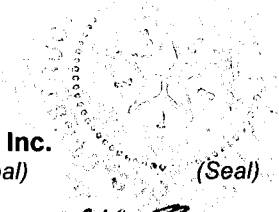
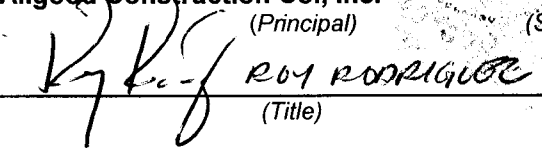
### Construction of Brand Lane from Avenue E to U.S. 90A for Fort Bend County - Bid 14-040


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** day of **March, 2014**.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Jean Myers (Witness)

  
**Allgood Construction Co., Inc.**  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

**Travelers Casualty and Surety Company of America**  
(Surety) (Seal)  
  
\_\_\_\_\_  
Kelly J. Brooks (Title) Attorney-In-Fact



**TRAVELERS****POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215018

Certificate No. 005694083

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, and Michelle Ulery

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of November, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

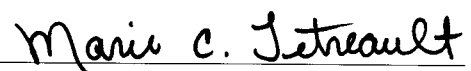
By: 

Robert L. Raney, Senior Vice President

On this the 5th day of November, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



## **IMPORTANT NOTICE**

### **TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267) 675-3000  
(267) 675-3102 Fax

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

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104

(800) 252-3439

**ATTACH THIS NOTICE TO YOUR BOND.** This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



## **ALLGOOD CONSTRUCTION COMPANY, INC.**

**UTILITY & PAVING CONTRACTOR**

**2647 JOANN STREET STAFFORD, TX 77477**

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

### **References March 2014**

Mueschke Road, Paving \$4,396,511.89  
Harris County – Gary Howard 713-755-8770  
Sunland Engineer Group Inc. - Ivy Wang 713-467-8484

Morton Ranch Road West of Mason Road \$4,024,709.82  
Harris County - Gary Howard 713-755-8770  
Ratnala & Bahl, Inc. – Walter Kappel, P.E. 281-759-6400

Greenbusch Road Phase II \$5,422,092.00  
Fort Bend County – Nathan Hatcher 281-633-7515  
SPI – Pete Ring 713-859-9331  
Cobb Fendley – Mahmoud Salehi 713-462-3242

Cinco Ranch Boulevard East of FM 1463 \$1,758,359.02  
Cinco Southwest MUD No. 1  
AECOM Engineering – Bruce Baumel 713-267-2851



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2013

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).

<b>PRODUCER</b> <b>INSURICA</b> 13111 Northwest Freeway Suite 420 Houston TX 77040	<b>CONTACT NAME:</b> Vicki Pearce, CIC, CISR <b>PHONE (A/C No. Ext):</b> (800) 627-6474 <b>FAX (A/C No):</b> (866) 652-9382 <b>E-MAIL ADDRESS:</b> vpearce@INSURICA.com														
<b>INSURED</b> Allgood Construction Company, Inc. 2647 Joann Street Stafford TX 77477	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Bituminous Casualty Corp.</td><td>20095</td></tr><tr><td>INSURER B: Texas Mutual Ins. Co.</td><td>22945</td></tr><tr><td>INSURER C: Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bituminous Casualty Corp.	20095	INSURER B: Texas Mutual Ins. Co.	22945	INSURER C: Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 13/14 Master

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			CLP3593773	9/30/2013	9/30/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ 5,000	
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL		PERSONAL & ADV INJURY				\$ 1,000,000	
	<input checked="" type="checkbox"/> PRIMARY		GENERAL AGGREGATE				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			CAP3593772	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
			PIP-Basic				\$ 2,500	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP2803939	9/30/2013	9/30/2014	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF000118762	9/30/2013	9/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	CONTRACTORS EQUIPMENT			IHD647582704	9/30/2013	9/30/2014	LEASED/RENTED - ANY ONE	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**BID PURPOSES ONLY - GENERAL LIABILITY:** Blanket Additional Insured where required by written contract per Utility Contractors Extended Liability Coverage form (GL3085 09/11). Waiver of Subrogation where required by written contract per Utility Contractors Extended Liability Coverage form (GL3085 09/11). Primary and Non-Contributory where required by written contract per Utility Contractors Extended Liability Coverage form (GL3085 09/11). AUTO: Blanket additional insured where required by written contract per form CA0403 ed. 06/04. Blanket Waiver of Subrogation per form CA2089 ed. 06/04. WC: Blanket Waiver of Subrogation where required by written contract per form WC420304A ed. 01/00.

**CERTIFICATE HOLDER****CANCELLATION**

Fort Bend County	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  D Bright, CRM, CIC/VP

ACORD 25 (2010/05)

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INS025 (201005).01

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## **SCOPE OF WORK FOR:**

### **BRAND LANE FROM AVENUE E TO US 90A IN FORT BEND COUNTY, PRECINCT 2**

This project entails the construction of approximately 6,626 linear feet of a reinforced concrete pavement section including asphalt transitions, concrete curbs, concrete driveways, retaining walls, concrete slope paving, riprap, concrete headwalls, sidewalks and sidewalk ramps for Brand Lane. The proposed roadway section consists of a roadway with three 12 foot lanes (two lanes in each direction and one continuous left turn lane). The proposed roadway will require a proposed storm sewer system (reinforced concrete pipe 24" in diameter to 60" in diameter, reinforced concrete box 10' X 7' and 5' X 5') that will outfall into Stafford Run and the existing storm sewer system on Avenue E. A new traffic signal will be installed at the intersection of Brand Lane and Avenue E. The project also includes proposed waste water line (6", 15" diameters and all related appurtenances) and proposed water line (4", 6", 8", 12", 16" diameters, fire hydrants, service connections and all related appurtenances) improvements by Fort Bend County W.C. & I.D. No. 2. A significant portion of this project is being constructed within the city limits of the City Of Stafford (Ludwig to US 90A).

This project will require complete installation of signing and pavement markings in accordance with the Texas Manual on Uniform Traffic Control Devices and Harris County Pavement Marking Details and Specifications. The project will be constructed utilizing, current versions of Harris County Specifications, TXDOT Specifications and Fort Bend County W.C. & I.D. No. 2 Specifications. All construction details and fabrications for manholes and inlets indicating "Harris County" will be replaced with "Fort Bend County" or "City Of Stafford" in all contractor shop drawing submittals, this cost is incidental to all other pay items. The City of Stafford also has specific manhole and inlet covers whose details are included in the construction documents for this project.

For the items referenced to TxDOT, the contractor shall use the enclosed Special Provisions, Special Specification and reference the Specification Book, TXDOT 2004 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, June 1, 2004. (Specifications are not included).

A "Notice Of Proposed Installation Utility Line on TXDOT Highway Right Of Way" has been submitted and approved by TXDOT for the proposed Fort Bend County W.C. & I.D. No. 2 water line installation under US 90A. The permit is included in the construction documents for this project. A "Request For Approval Of Traffic Control Plan" form is also included for use by the contractor when traffic control measures are planned within TXDOT right of way(s).

The contractor is required to notify all residents, churches and commercial businesses a minimum of 72 hours prior to any planned construction activities that will impact the ingress and egress movements into each respective facility.

## **SCOPE OF WORK FOR:**

### **BRAND LANE FROM AVENUE E TO US 90A IN FORT BEND COUNTY, PRECINCT 2**

The contractor is required to identify all existing resident and commercial business mail boxes that will be impacted by the construction of this project prior to the initiation of construction for this project and provide temporary mail box services as well as any new mail box installations upon completion of the project. These costs are incidental to all other pay items.

Right Of Entries for the construction of this project will be provided to the contractor by Fort Bend County and Fort Bend County W.C. & I.D. No. 2.

The project includes working within the vicinity of an existing Energy Transfer/Houston Pipe Line Company LP pipeline (~Sta. 67+90, 18" diameter) right of way. The contractor must adhere to "Energy Transfer/Houston Pipe Line Company LP General Crossing Requirements For Construction Or Maintenance Activities" which are included in the construction documents for this project.

The construction documents for this project also include a CD/DVD that includes the following; Fort Bend County W.C. & I.D. No. 2 Construction Specifications, Environmental Site Assessment Phase I, Environmental Site Assessment Phase II, Geotechnical Investigation and the Storm Water Pollution Prevention Plan Document for this project.

The roadway improvements to be performed will include but not limited to the following:

1. Construction of approximately 6,626 linear foot of 8-inch thick reinforced concrete pavement primarily consisting of a roadway with three 12 foot lanes (two lanes in each direction and one continuous left turn lane).
2. Construction of drainage systems and structures along the project.
3. Construction of a traffic signal at Brand Lane and Avenue E intersection.
4. Construction of 8-inch thick reinforced concrete pavement using high early strength concrete at the following intersections; Allisa Street, Ludwig, Crescent Lane, Ethel Lane, Ester Street and all residential and commercial driveways.
5. Construction of water and waste water lines per Fort Bend County W.C. & I.D. No. 2.
6. Implementation of traffic control plans (TCP) in accordance with the Texas Manual on Uniform Traffic Control Devices.

It should be noted that the construction of the temporary asphalt widening for the TCP (Item 673 – Constructing Detours For Maintaining Two-Way Traffic) includes all earthwork cut and fill volumes, temporary ditches and temporary drainage structures required for the temporary TCP widening. Any required earthwork

**SCOPE OF WORK FOR:**

**BRAND LANE FROM AVENUE E TO US 90A  
IN FORT BEND COUNTY, PRECINCT 2**

borrow, cut and fill volumes and temporary drainage structures are considered incidental to all other pay items.

7. Construction of permanent traffic control devices including pavement markings and signs in accordance with Harris County Pavement Marking Details and Specifications and in accordance with the Texas Manual on Uniform Traffic Control Devices.
8. TDLR inspection and approval of the proposed sidewalk system.
9. All required TXDOT construction permits.
10. Implementation of storm water pollution prevention measures during construction.
11. Clean up.

The above description of the scope of work is general in nature and is intended as an overview of the project only. The complete detailed scope of work and bid items are contained in the construction drawings and specifications.

**END OF DOCUMENT**



**A. GENERAL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total In Figures
1	100	Project Sign, Complete in Place	EACH	2	\$669.00	\$1,338.00
2	102	Clearing and Grubbing Prepare ROW as Shown on Plans, Including Clean-Up and Maintenance	LS	1	\$510,000.00	\$510,000.00
3	104	Removing Old Concrete Pavement (All Depths, Including All Sawcutting)	SY	294	\$11.15	\$3,278.10
4	104	Removing Old Concrete, 6" Reinforced Concrete Curb (Removal and Disposal)	LF	483	\$3.35	\$1,618.05
5	104	Removing Old Concrete Riprap (Broken 24")	SY	260	\$11.15	\$2,899.00
6	104	Removing Old Concrete (Driveways) (All Depths, Including All Sawcutting)	SY	1,256	\$5.58	\$7,008.48
7	104	Removing Old Concrete (Slope Paving) (All Depths, Including All Sawcutting)	SY	312	\$8.92	\$2,783.04
8	110	Roadside Ditch Regrading	LF	580	\$8.92	\$5,173.60
9	110	Road Excavation Including 3" of Top Soil Stripping, Dispose Off-Site	CY	21,888	\$7.81	\$170,945.28
10	465	Remove and Dispose of Existing, Concrete or Metal Pipe (42" - 72")	LF	195	\$22.30	\$4,348.50
11	465	Remove and Dispose of Existing, Concrete or Metal Pipe (18" - 36")	LF	2,791	\$16.73	\$46,693.43
12	465	Remove and Dispose of Existing, Concrete or Metal Pipe (2" - 16")	LF	100	\$11.15	\$1,115.00
13	495	Removing Old Structures - Safety End Treatments	EACH	21	\$669.00	\$14,049.00

**A. GENERAL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
14	495	Removing Old Structures – Inlets (All Depths)	EACH	22	\$669.00	\$14,718.00
15	495	Removing Old Structures – Headwalls/Wingwalls	EACH	6	\$1,115.00	\$6,690.00
16	495	Removal and Disposal of Manholes (All Depths)	EACH	3	\$892.00	\$2,676.00
17	495	Removal and Disposal of MBGF	LF	95	\$16.73	\$1,589.35
18	495	Removal and Disposal of Existing Fence Including Gate Structures (All Types And Heights)	LF	1,966	\$2.79	\$5,485.15
19	500	Remove and Relocate Traffic Signs, Mail Boxes, Roadway Signs	LS	1	\$2,787.50	\$2,787.50
20	501	Tree Protection & Trimming	LS	1	\$5,575.00	\$5,575.00
21	540	Removing and disposing of existing asphaltic surface and base material	SY	18,900	\$1.67	\$31,563.00
22	561	Video Recording Construction	LS	1	\$557.50	\$557.50
<b>SUBTOTAL GENERAL ITEMS</b>						\$842,890.97

**B. WATERLINES ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
23	02555-1, 02220-1	4-inch Steel Waterline (Open Cut)	LF	35	\$83.88	\$2,935.80
24	02555-1, 02220-1	6-inch Waterline (Open Cut)	LF	90	\$86.97	\$7,827.30
25	02555-1, 02220-1	8-inch Waterline (Open Cut)	LF	60	\$106.23	\$6,373.80
26	02555-1, 02220-1	12-inch Waterline (Open Cut)	LF	2,744	\$45.21	\$124,056.24
27	02555-1, 02220-1	12-inch Steel Waterline (Open Cut)	LF	70	\$173.06	\$12,114.20
28	02555-1, 02220-1, 02224-1	4-inch Steel Waterline (Trenchless Construction)	LF	50	\$109.92	\$5,496.00
29	02555-1, 02220-1, 02224-1	6-inch Waterline (Trenchless Construction)	LF	90	\$76.04	\$6,843.60
30	02555-1, 02220-1, 02224-1	8-inch Waterline (Trenchless Construction)	LF	110	\$84.24	\$9,266.40
31	02555-1, 02220-1, 02224-1	12-inch Waterline (Trenchless Construction)	LF	715	\$94.17	\$67,331.55
32	02555-1, 02220-1, 02224-1	12-inch Steel Waterline (Trenchless Construction)	LF	30	\$228.54	\$6,856.20

**B. WATERLINES ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total In Figures
33	02555-1, 02220-1	12-Inch Waterline (Trenchless Construction w/ Steel Casing)	LF	35	\$183.98	\$6,439.30
34	02555-1, 02220-1	4-Inch Connection	EACH	2	\$557.50	\$1,115.00
35	02555-1, 02220-1	6-Inch Connection	EACH	4	\$947.75	\$3,791.00
36	02555-1, 02220-1	8-Inch Connection	EACH	2	\$1,393.75	\$2,787.50
37	02555-1, 02220-1	12-Inch Connection	EACH	5	\$2,007.00	\$10,035.00
38	02555-1, 02220-1	4-Inch Gate Valve & Box	EACH	1	\$702.45	\$702.45
39	02555-1, 02220-1	6-Inch Gate Valve & Box	EACH	4	\$808.38	\$3,233.52
40	02555-1, 02220-1	8-Inch Gate Valve & Box	EACH	2	\$1,031.38	\$2,062.76
41	02555-1, 02220-1	12-Inch Gate Valve & Box	EACH	9	\$2,079.48	\$18,715.32
42	02555-1, 02220-1	Flush Valve Assembly (inc. 6-inch Gate Valve & Lead)	EACH	12	\$3,853.44	\$46,241.28
43	02555-1, 02220-1	Near Side Service Tap & Water Meter	EACH	31	\$836.25	\$25,923.75
44	02555-1	Far Side Service Tap & Water Meter	EACH	5	\$1,170.75	\$5,853.75
45	02110-1	Abandon or Remove Exist 4-inch Waterline	LF	85	\$22.30	\$1,895.50

**B. WATERLINES ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
46	02110-1, 02569-1	Abandon or Remove Exist 6-inch Waterline	LF	3,440	\$13.38	\$46,027.20
47	02110-1, 02569-1	Abandon or Remove Exist 8-inch Waterline	LF	235	\$15.61	\$3,668.35
48	02110-1, 02569-1	Abandon or Remove Exist 12-inch Waterline	LF	615	\$20.07	\$12,343.05
49	02226-1	Trench Safety Systems	LF	2,929	\$0.11	\$322.19
50	02555-1, 02220-1	12-Inch SW Transmission Waterline (Open Cut)	LF	305	\$45.21	\$13,789.05
51	02555-1, 02220-1	16-Inch SW Transmission Waterline (Open Cut)	LF	1,366	\$84.57	\$115,522.62
52	02555-1, 02220-1, 02224-1	12-Inch SW Transmission Waterline (Trenchless Construction)	LF	395	\$105.32	\$41,601.40
53	02555-1, 02220-1, 02224-1	16-Inch SW Transmission Waterline (Trenchless Construction)	LF	200	\$183.98	\$36,796.00
54	02555-1, 02220-1, 02224-1	12-Inch SW Trans. Waterline (Trenchless Construction w/ Steel Casing)	LF	170	\$293.25	\$49,852.50
55	02555-1, 02220-1, 02224-1	16-Inch SW Trans. Waterline (Trenchless Construction w/ Steel Casing)	LF	35	\$362.38	\$12,683.30
56	02555-1	16-Inch Steel SW Trans. Waterline	LF	30	\$405.45	\$12,163.50

**B. WATERLINES ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
57	02555-1, 02220-1	12-Inch Gate Valve & Box (Transmission Line)	EACH	3	\$2,227.77	\$6,683.31
58	02555-1, 02220-1	16-Inch Butterfly Valve & Box	EACH	2	\$3,908.08	\$7,816.16
59	02555-1, 02220-1	Combination ARV & Box	EACH	5	\$9,846.57	\$49,232.85
60	02555-1, 02220-1	Plug & Clamp w/ 2" Blowoff	EACH	3	\$841.83	\$2,525.49
61	02226-1	Trench Safety Systems	LF	1,671	\$0.11	\$183.81
62	02560-1, 02220-1	6-Inch Sanitary Sewer (Open Cut)	LF	55	\$50.18	\$2,759.90
63	02560-1, 02220-1	15-Inch Sanitary Sewer (Open Cut)	LF	553	\$83.63	\$46,247.39
64	02560-1, 02502-1, 02561-1	Sanitary Sewer Manhole (Remove & Relocate/Replace)	EACH	3	\$5,017.50	\$15,052.50
65	02560-1, 02569-1, 02561-1	Adjust Sanitary Sewer Manhole	EACH	16	\$161.68	\$2,586.88
66	02560-1, 02569-1, 02561-1	Relocation of Sanitary Sewer Leads (2"-4") w/ 6" Leads	EACH	18	\$892.00	\$16,056.00
67	REF COUNTY	Remove and Replace Gravel	SY	100	\$16.73	\$1,673.00
68	REF COUNTY	Remove and Replace Asphalt	SY	445	\$61.33	\$27,291.85

**B. WATERLINES ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
69	REF COUNTY	Remove and Replace Concrete	SY	268	\$78.05	\$20,917.40
70	02802-1, 02803-1, 02806-1	Remove and Replace Landscaping	SY	120	\$44.60	\$5,352.00
71	02711-1	Remove and Replace Chain Link Fence	LF	530	\$22.30	\$11,819.00
72	02713-1	Remove and Replace Wooden Fence	LF	85	\$22.30	\$1,895.50
73	02102-1	Clearing & Grubbing (FBC WCID2 Limits Only)	ACRES	1.24	\$7,805.00	\$9,678.20
74	02800-1	HydroMulch Seeding or Sodding (FBC WCID2 Limits Only)	ACRES	1.24	\$1,672.50	\$2,073.90
75	02600-1	Well Pointing	LF	600	\$35.00	\$21,000.00
<b>SUBTOTAL WATER LINE ITEMS</b>						\$973,511.52

**C. STORM SEWER ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
76	421	Concrete Collar for 24" RCP to RCB Completed in Place	EACH	4	\$390.25	\$1,561.00
77	421	Concrete Collar for 30" RCP to RCB Completed in Place	EACH	3	\$501.75	\$1,505.25
78	421	Concrete Collar for 42" RCP to RCB Completed in Place	EACH	2	\$613.25	\$1,226.50
79	429	Trench Safety Systems, 0' to 5' Depth Install and Maintain Trench Safety System.	LF	1,460	\$0.11	\$160.60
80	429	Trench Safety Systems, 5' to 10' Depth Install and Maintain Trench Safety System.	LF	7,123	\$1.12	\$7,977.76
81	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18")	LF	34	\$49.07	\$1,668.38
82	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	3,091	\$52.83	\$163,297.53
83	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	1,050	\$74.30	\$78,015.00
84	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	LF	165	\$99.12	\$16,354.80
85	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	LF	135	\$121.81	\$16,444.35
86	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (48")	LF	329	\$147.01	\$48,366.29
87	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (54")	LF	788	\$190.44	\$150,066.72
88	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (60")	LF	1,923	\$220.88	\$424,752.24
89	TXDOT 466	Headwalls And Wingwalls (Stafford Run Outfalls)	EACH	6	\$8,362.50	\$50,175.00



**C. STORM SEWER ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
90	480	5'x5' RCB (ASTM C1433)	LF	911	\$296.70	\$270,293.70
91	480	10'x7' RCB (ASTM C1433)	LF	157	\$709.47	\$111,386.79
92	471	Precast Concrete Standard Manhole for 42-in dia. and smaller sewers	EACH	19	\$2,977.05	\$56,563.95
93	471	Precast Concrete Standard Manhole for 48-in to 72-in dia. sewers.	EACH	20	\$4,794.50	\$95,890.00
94	471	Precast Concrete Standard Manhole for RCB	EACH	5	\$1,416.05	\$7,080.25
95	471	Precast Concrete Junction Box/Manhole	EACH	2	\$8,362.50	\$16,725.00
96	472	Type "A" Inlet	EACH	10	\$2,062.75	\$20,627.50
97	472	Modify Type "A" Inlet	EACH	5	\$2,843.25	\$14,216.25
98	472	Type "C" Inlet	EACH	37	\$2,676.00	\$99,012.00
99	472	Type "C-1" Inlet	EACH	3	\$3,646.05	\$10,938.15
100	472	Type "C-2" Inlet	EACH	12	\$4,348.50	\$52,182.00
101	473	Type "E" Inlet	EACH	6	\$3,568.00	\$21,408.00
102	491	Reinforced Concrete Slope Paving	SY	2,041	\$55.75	\$113,785.75

**C. STORM SEWER ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
103	493	Riprap - Gradation No. 2 (24" thick)	SY	600	\$50.18	\$30,108.00
104	563	CCTV Inspection of Storm Sewer	LS	1	\$19,178.00	\$19,178.00
<b>SUBTOTAL STORM SEWER ITEMS</b>						\$1,900,966.76

**D. PAVEMENT ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total In Figures
105	220	Lime Stabilized Subgrade Manipulation, 8" Depth (For Concrete Pavement And Concrete Driveways)	SY	32,496	\$2.34	\$76,040.64
106	221	Hydrated Lime (Slurry Applied) for Stabilization	TON	880	\$156.10	\$137,368.00
107	250	Hot Mix Asphaltic Concrete Base Course (Black Base)(Transitions)	TON	217	\$100.35	\$21,775.95
108	340	HMAC - Tack Coat / Prime Coat (Transitions) Furnish and Apply at 0.15 Gal./SY.	GAL	42	\$11.15	\$468.30
109	340	HMAC Type "D" Surface Course 2" thick (Transitions) Furnish and Install	TON	31	\$133.80	\$4,147.80
110	360	Reinforced Concrete Pavement - 8" Depth	SY	25,517	\$39.83	\$1,016,342.11
111	360	Reinforced Concrete Pavement, High Early Strength - 8" Depth	SY	2,361	\$50.98	\$120,363.78
112	360	Doweling into Existing Pavement, 1" diameter Horizontal dowels shall be #6 bars, 24" long, 12" C-C, drilled and embedded 8" into the center of existing slab, with "PO ROC" or equal.	EACH	1,220	\$5.58	\$6,807.60
113	360	Reinforced Concrete Pavement, High Early Strength - 8" Depth for Driveways	SY	2,593	\$50.98	\$132,191.14
114	TXDOT 423	Retaining Walls (including CSS and backfill material)	SF	1,730	\$42.09	\$72,815.70
115	TXDOT 450	Rail Type C402	LF	374	\$167.25	\$62,551.50
116	530	Concrete Curb INSTALL 6-INCH CONCRETE CURB.	LF	10,973	\$2.45	\$26,883.85

# D. PAVEMENT ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
117	530	6" Concrete Curb Doweled on Existing Pavement	LF	100	\$5.58	\$558.00
118	530	7" And Greater Concrete Curb (Low Profile Retaining Wall)	LF	200	\$55.75	\$11,150.00
119	530	4-1/2" Concrete Sidewalk	SY	4,490	\$35.12	\$157,688.80
120	530	Concrete ADA Ramp (all types including truncated domes)	SY	125	\$94.78	\$11,847.50
121	550/554/555	New Fence Including Gate Structures (all types and heights)	LF	1,966	\$7.81	\$15,354.46
SUBTOTAL PAVEMENT ITEMS						\$1,874,355.13

**E. TRAFFIC CONTROL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
122	665	Work Zone Pavement Markings (Yellow/Button Removable) Furnished-Applied & Removed	EACH	100	\$5.58	\$558.00
123	665	Work Zone Pavement Markings 4" Yellow/Solid (Removable) Furnished-Applied & Removed	LF	300	\$0.56	\$168.00
124	665	Work Zone Pavement Markings (White Button - Removable) Furnished-Applied & Removed	EACH	3,000	\$3.90	\$11,700.00
125	665	Work Zone Pavement Markings 24" Yellow/Solid (Removable) Furnished-Applied & Removed	LF	96	\$5.58	\$535.68
126	665	Work Zone Pavement Markings 24" White/Solid (Removable) Furnished-Applied & Removed	LF	701	\$5.58	\$3,911.58
127	665	Work Zone Pavement Markings (Type I-C) Furnish Applied and Removed	EACH	1,000	\$5.58	\$5,580.00
128	671	Temporary Commercial Driveways - Furnish-Install & Remove	EACH	45	\$2,787.50	\$125,437.50
129	671	Temporary Residentian Driveways - Furnish-Install & Remove	EACH	14	\$2,230.00	\$31,220.00
130	671	Traffic Control - Furnish-Install & Remove	MONTH	15	\$2,676.00	\$40,140.00
131	673	Constructing Detours for Two-Way Traffic (2" Surface And 6" Black Base) for Installing-Maintaining & Removal	TON	2,690	\$94.78	\$254,958.20
132	696	Low Profile Concrete Barrier (Furnish and Install)	LF	13,260	\$27.88	\$369,688.80
133	696	Low Profile Concrete Barrier (Remove)	LF	13,260	\$11.15	\$147,849.00

**E. TRAFFIC CONTROL ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
134	696	Low Profile Concrete Barrier (Relocate)	LF	1,000	\$11.15	\$11,150.00
<b>SUBTOTAL TRAFFIC CONTROL ITEMS</b>						\$1,002,896.76

# F. SIGNING AND STRIPING ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
135	624	Aluminum Signs (Ground Mounted)- Furnish & Install	EACH	63	\$334.50	\$21,073.50
136	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Broken - Furnish & Applied	LF	760	\$0.56	\$425.60
137	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	LF	90	\$0.56	\$50.40
138	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	LF	5,100	\$0.56	\$2,856.00
139	660	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	LF	620	\$0.86	\$533.20
140	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	LF	14,200	\$0.56	\$7,952.00
141	660	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	LF	1,100	\$2.79	\$3,069.00
142	660	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	LF	780	\$5.58	\$4,352.40
143	660	Reflectorized Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied	LF	600	\$5.58	\$3,348.00
144	660	6" Yellow Curb Paint For Medians	LF	1,000	\$1.12	\$1,120.00
145	660	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied	EACH	25	\$111.50	\$2,787.50
146	660	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EACH	5	\$133.80	\$669.00
147	0663 SP	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	EACH	30	\$3.35	\$100.50

## F. SIGNING AND STRIPING ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
148	0663 SP	ReflectORIZED pavement Markers Type I-C - Furnish & Install	EACH	100	\$3.35	\$335.00
149	0663 SP	Non-ReflectORIZED Ceramic Traffic Buttons (White) - Furnish & Install	EACH	100	\$3.35	\$335.00
150	0663 SP	ReflectORIZED Pavement Markers Type II-A-A - Furnish & Install	EACH	400	\$3.35	\$1,340.00
151	0663 SP	ReflectORIZED Pavement Markers Type II-B-B - Furnish & Install	EACH	30	\$3.35	\$100.50
<b>SUBTOTAL SIGNING AND STRIPING ITEMS</b>						\$50,447.60



# G. TRAFFIC SIGNAL ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
152	TxDOT 416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39	\$295.48	\$11,523.72
153	TxDOT 618-2034	CONDT (PVC) (SCHD 80) (2")	LF	150	\$4.46	\$669.00
154	TxDOT 618-2035	CONDT (PVC) (SCHD 80) (2") (BORE)	LF	210	\$12.82	\$2,692.20
155	TxDOT 618-2038	CONDT (PVC) (SCHD 80) (3")	LF	90	\$6.36	\$572.40
156	TxDOT 618-2039	CONDT (PVC) (SCHD 80) (3") (BORE)	LF	210	\$17.84	\$3,746.40
157	TxDOT 620-2007	ELEC CONDR (NO. 4) BARE	LF	20	\$1.67	\$33.40
158	TxDOT 620-2008	ELEC CONDR (NO. 4) INSULATED	LF	80	\$1.73	\$138.40
159	TxDOT 620-2009	ELEC CONDR (NO. 6) BARE	LF	620	\$1.34	\$830.80
160	TxDOT 621-2004	TRAY CABLE (4 CONDR) (12 AWG)	LF	370	\$2.06	\$762.20
161	TxDOT 624-2004	GROUND BOX TY 2 (243636) W/APRON	EACH	1	\$1,338.00	\$1,338.00
162	TxDOT 624-2014	GROUND BOX TY D (162922) W/APRON	EACH	3	\$1,020.23	\$3,060.69
163	TxDOT 628-2100	ELC SRV TY D 120/240 070 (NS)SS(E)SP(O)	EACH	1	\$4,264.88	\$4,264.88
164	TxDOT 644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EACH	3	\$816.18	\$2,448.54

# G. TRAFFIC SIGNAL ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total In Figures
165	TxDOT 644-2060	REMOVE SM RD SN SUP & AM	EACH	3	\$76.94	\$230.82
166	TxDOT 680-2002	INSTALL HWY TRF SIG (ISOLATED)	EACH	1	\$41,924.00	\$41,924.00
167	TxDOT 682-2001	BACK PLATE (12 IN) (3 SEC)	EACH	7	\$64.67	\$452.69
168	TxDOT 682-2002	BACK PLATE (12 IN) (4 SEC)	EACH	1	\$74.71	\$74.71
169	TxDOT 682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	EACH	1	\$156.10	\$156.10
170	TxDOT 682-2023	VEH SIG SEC (12 IN) LED (GRN)	EACH	7	\$156.10	\$1,092.70
171	TxDOT 682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	EACH	2	\$156.10	\$312.20
172	TxDOT 682-2025	VEH SIG SEC (12 IN) LED (YEL)	EACH	7	\$156.10	\$1,092.70
173	TxDOT 682-2026	VEH SIG SEC (12 IN) LED (RED ARW)	EACH	1	\$156.10	\$156.10
174	TxDOT 682-2027	VEH SIG SEC (12 IN) LED (RED)	EACH	7	\$156.10	\$1,092.70
175	TxDOT 684-2007	TRF SIG CBL (TY A) (12 AWG) ( 2 CONDR)	LF	410	\$1.12	\$459.20
176	TxDOT 684-2009	TRF SIG CBL (TY A) (12 AWG) ( 4 CONDR)	LF	440	\$1.45	\$638.00
177	TxDOT 684-2012	TRF SIG CBL (TY A) (12 AWG) ( 7 CONDR)	LF	850	\$1.95	\$1,657.50

### G. TRAFFIC SIGNAL ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
178	TxDOT 686-2029	INS TRF SIG PL AM(S) 1 ARM (28") LUM	EACH	1	\$6,947.57	\$6,947.57
179	TxDOT 686-2031	INS TRF SIG PL AM(S) 1 ARM (32")	EACH	1	\$6,245.12	\$6,245.12
180	TxDOT 686-2033	INS TRF SIG PL AM(S) 1 ARM (32") LUM	EACH	1	\$7,509.53	\$7,509.53
181	TxDOT 687-2001	PED POLE ASSEMBLY	EACH	2	\$1,232.08	\$2,464.16
182	TxDOT 688-2001	PED DETECT (2 INCH PUSH BTN)	EACH	4	\$217.43	\$869.72
183	TxDOT 6266-2001	VIVDS PROCESSOR SYSTEM	EACH	1	\$10,720.73	\$10,720.73
184	TxDOT 6266-2002	VIVDS CAMERA ASSEMBLY	EACH	3	\$2,321.43	\$6,964.29
185	TxDOT 6266-2003	VIVDS SET-UP SYSTEM	EACH	1	\$819.53	\$819.53
186	TxDOT 6266-2005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	470	\$2.06	\$968.20
187	TxDOT 682-2066	PED SIG SEC (12 IN) LED (COUNTDOWN)	EACH	4	\$560.85	\$2,243.40
<b>SUBTOTAL TRAFFIC SIGNAL ITEMS</b>						\$127,172.30

## H. STORM WATER POLLUTION PREVENTION PLAN ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
188	162	Sodding for Erosion Control (various widths) Complete in Place	SY	3,658	\$3.35	\$12,254.30
189	165	Hydro-mulch Seeding	ACRE	2.74	\$1,449.50	\$3,971.63
190	700	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	EACH	1	\$325.00	\$325.00
191	708	Filter Fabric Fence (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	100	\$1.34	\$134.00
192	713	Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	5,535	\$1.39	\$7,693.65
193	719	Inlet Protection Barrier (Stage 1, With Reinforced Filter Fabric Fence; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	EACH	70	\$55.75	\$3,902.50
194	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal))	SY	407	\$13.38	\$5,445.66
195	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LS	1	\$1,147.89	\$1,147.89
196	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	LF	775	\$2.79	\$2,162.25
197	750	Rock Filter Dam (Type 3; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	100	\$27.88	\$2,788.00

**H. STORM WATER POLLUTION PREVENTION PLAN ITEMS**

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
198	751	SWPPP Inspection and Maintenance (Min. Bid - Required.)	MONTH	15	\$1,115.00	\$16,725.00
<b>SUBTOTAL STORM WATER POLLUTION PREVENTION PLAN ITEMS</b>						\$56,549.88

# I. EXTRA UNIT ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total In Figures
199	430	6-inch Non Reinforced Seal Slab	SY	100	\$44.60	\$4,460.00
200	436	Well Pointing System Well Pointing (Min Bid. \$15/LF)	LF	400	\$16.73	\$6,692.00
201	559	Construction Safety Fence	LF	1,000	\$1.23	\$1,230.00
202	560	Maintenance and Cleanup of the Project Site Include mowing	MONTH	14	\$334.50	\$4,683.00
203	672	Uniform Peace Officer (Minimum: \$25./HR)	HOURL	866	\$27.88	\$24,144.08
SUBTOTAL EXTRA UNIT ITEMS						\$41,209.08

TOTAL BID PRICE (ITEMS A THROUGH I)	\$6,370,000.00
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