

## STANDARD UTILITY AGREEMENT

U-Number: U-0014 – Cinco SW MUD 2  
 County: **Fort Bend County, Texas**  
 Highway: **FM 1093 Westpark Extension**

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and **Cinco Southwest Municipal Utility District 1 for Cinco Southwest Municipal Utility District 2** ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: relocation of assets into a predesignated corridor according to the following schedule:

Bid date – September 18, 2015  
 Board Approval – October 01, 2015  
 Start date – October 15, 2015  
 Completion date – November 15, 2015

and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A1," Attachment "A2" and Attachment "B".

**WHEREAS**, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the **County** wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

**NOW, THEREFORE, BE IT AGREED:**

The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such

billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans and Specifications (Attachment "A1" and Attachment "A2");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: Cinco Southwest Municipal Utility District 1 for Cinco Southwest Municipal Utility District 2

*Name of Utility*

By:



*Authorized Signature*

George Nilsson

*Print or Type Name*

Title: Cinco Southwest MUD 1 Board President

Date: 10-01-2015

**EXECUTION RECOMMENDED:**

**COUNTY**

By:



*Authorized Signature*

Robert E. Hebert

*Print or Type Name*

Title: Fort Bend county Judge

Date: 10-27-15









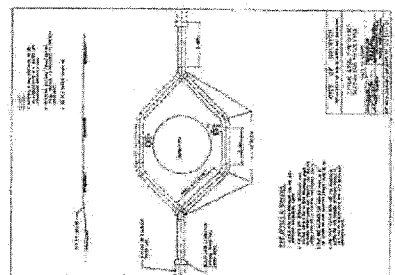
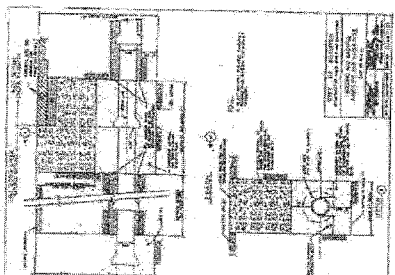
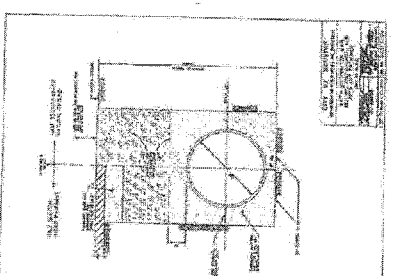


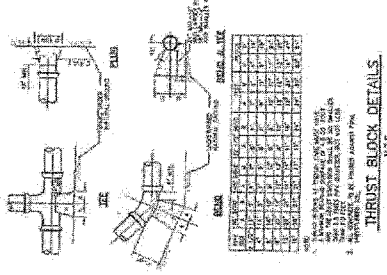
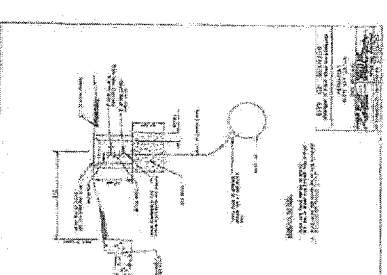
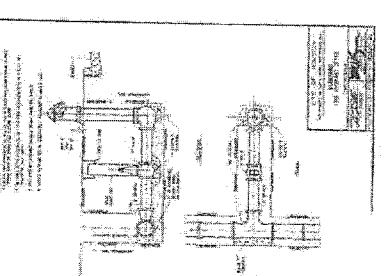
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DATE: 04/19/18  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 PROJECT: 1500-253  
**CITY OF HOUSTON**  
 DEPARTMENT OF PUBLIC WORKS AND UTILITIES  
 OFFICE OF ENGINEERING

**STORM SEWER DETAILS**  
**SPRING GREEN BLVD**  
**CINCO SOUTHWEST ALID. 1**

SHEET NO. 24 OF 24  
 SHEET NO. 6 OF 8

**THRUST BLOCK DETAILS**  
1512

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CONCRETE	1.00	CU YD	1.00
2	STEEL	1.00	TON	1.00
3	REINFORCING	1.00	TON	1.00
4	FORMWORK	1.00	SQ YD	1.00
5	PAINT	1.00	TON	1.00
6	LABOR	1.00	HOUR	1.00
7	TRUCK	1.00	HOUR	1.00
8	WATER	1.00	CU YD	1.00
9	GRAVEL	1.00	CU YD	1.00
10	CEMENT	1.00	TON	1.00
11	BRICK	1.00	TON	1.00
12	ROOFING	1.00	SQ YD	1.00
13	GLASS	1.00	SQ YD	1.00
14	INSULATION	1.00	SQ YD	1.00
15	PLASTER	1.00	SQ YD	1.00
16	PAINT	1.00	TON	1.00
17	LABOR	1.00	HOUR	1.00
18	TRUCK	1.00	HOUR	1.00
19	WATER	1.00	CU YD	1.00
20	GRAVEL	1.00	CU YD	1.00
21	CEMENT	1.00	TON	1.00
22	BRICK	1.00	TON	1.00
23	ROOFING	1.00	SQ YD	1.00
24	GLASS	1.00	SQ YD	1.00
25	INSULATION	1.00	SQ YD	1.00
26	PLASTER	1.00	SQ YD	1.00
27	PAINT	1.00	TON	1.00
28	LABOR	1.00	HOUR	1.00
29	TRUCK	1.00	HOUR	1.00
30	WATER	1.00	CU YD	1.00
31	GRAVEL	1.00	CU YD	1.00
32	CEMENT	1.00	TON	1.00
33	BRICK	1.00	TON	1.00
34	ROOFING	1.00	SQ YD	1.00
35	GLASS	1.00	SQ YD	1.00
36	INSULATION	1.00	SQ YD	1.00
37	PLASTER	1.00	SQ YD	1.00
38	PAINT	1.00	TON	1.00
39	LABOR	1.00	HOUR	1.00
40	TRUCK	1.00	HOUR	1.00
41	WATER	1.00	CU YD	1.00
42	GRAVEL	1.00	CU YD	1.00
43	CEMENT	1.00	TON	1.00
44	BRICK	1.00	TON	1.00
45	ROOFING	1.00	SQ YD	1.00
46	GLASS	1.00	SQ YD	1.00
47	INSULATION	1.00	SQ YD	1.00
48	PLASTER	1.00	SQ YD	1.00
49	PAINT	1.00	TON	1.00
50	LABOR	1.00	HOUR	1.00
51	TRUCK	1.00	HOUR	1.00
52	WATER	1.00	CU YD	1.00
53	GRAVEL	1.00	CU YD	1.00
54	CEMENT	1.00	TON	1.00
55	BRICK	1.00	TON	1.00
56	ROOFING	1.00	SQ YD	1.00
57	GLASS	1.00	SQ YD	1.00
58	INSULATION	1.00	SQ YD	1.00
59	PLASTER	1.00	SQ YD	1.00
60	PAINT	1.00	TON	1.00
61	LABOR	1.00	HOUR	1.00
62	TRUCK	1.00	HOUR	1.00
63	WATER	1.00	CU YD	1.00
64	GRAVEL	1.00	CU YD	1.00
65	CEMENT	1.00	TON	1.00
66	BRICK	1.00	TON	1.00
67	ROOFING	1.00	SQ YD	1.00
68	GLASS	1.00	SQ YD	1.00
69	INSULATION	1.00	SQ YD	1.00
70	PLASTER	1.00	SQ YD	1.00
71	PAINT	1.00	TON	1.00
72	LABOR	1.00	HOUR	1.00
73	TRUCK	1.00	HOUR	1.00
74	WATER	1.00	CU YD	1.00
75	GRAVEL	1.00	CU YD	1.00
76	CEMENT	1.00	TON	1.00
77	BRICK	1.00	TON	1.00
78	ROOFING	1.00	SQ YD	1.00
79	GLASS	1.00	SQ YD	1.00
80	INSULATION	1.00	SQ YD	1.00
81	PLASTER	1.00	SQ YD	1.00
82	PAINT	1.00	TON	1.00
83	LABOR	1.00	HOUR	1.00
84	TRUCK	1.00	HOUR	1.00
85	WATER	1.00	CU YD	1.00
86	GRAVEL	1.00	CU YD	1.00
87	CEMENT	1.00	TON	1.00
88	BRICK	1.00	TON	1.00
89	ROOFING	1.00	SQ YD	1.00
90	GLASS	1.00	SQ YD	1.00
91	INSULATION	1.00	SQ YD	1.00
92	PLASTER	1.00	SQ YD	1.00
93	PAINT	1.00	TON	1.00
94	LABOR	1.00	HOUR	1.00
95	TRUCK	1.00	HOUR	1.00
96	WATER	1.00	CU YD	1.00
97	GRAVEL	1.00	CU YD	1.00
98	CEMENT	1.00	TON	1.00
99	BRICK	1.00	TON	1.00
100	ROOFING	1.00	SQ YD	1.00



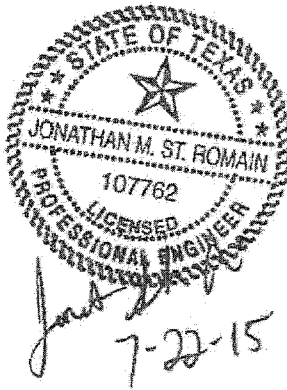
**Utility U-0014  
Attachment A2  
(Pages 1 – 27)**

**Cinco Southwest Municipal Utility District No. 1**

**Contract Documents and Specifications  
for Construction of**

**Spring Green Boulevard Utility Abandonments**

**Fort Bend County, Texas**



July 2015



TBPE Registration No. F-1046

10777 Westheimer, Suite 400  
Houston, Texas 77042  
281-558-8700

Date: July 22, 2015

### INVITATION TO BIDDERS

Sealed bids, in duplicate, addressed to **Cinco Southwest Municipal Utility District No. 1**, will be received in the office of Brown & Gay Engineers, Inc., 10777 Westheimer, Suite 400; Houston, Texas, 77042 (Phone: 281-558-8700) until **3:00 PM Local Time on Thursday, July 30, 2015**, at which time all bids will be privately opened for the furnishing of all material, equipment, labor and supervision necessary or incidental to **"Construction of Spring Green Boulevard Utility Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas."**

Bids received after the closing time will be returned unopened.

There will be no pre-bid meeting associated with this project.

There will be no bid security required for this project.

Plans, specifications and bid documents are available at [www.civcastusa.com](http://www.civcastusa.com), search: **1530-23**

The successful bidder will be required to provide a performance, a payment, and a maintenance bond as provided for in the bid documents, for the full amount of the contract. The Owner reserves the right to waive any informalties and defects in the bids and the bidding process and to reject any or all bids.

## CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Cinco Southwest Municipal Utility District No. 1** hereinafter referred to as "Owner," and \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as "Contractor."

### I. PROJECT

#### Construction of Spring Green Boulevard Utility Abandonments Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas

1.01. Project and Contract Price. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction of certain repairs and/or improvements as described in the Contractor's proposal, attached hereto as **Exhibit B** and incorporated for all purposes, and all extra work in connection therewith (the "Project") under the terms and conditions set out herein, and to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the Project for a total cost of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Contract Price"), within **30 calendar days**, and in accordance with plans prepared by **Brown & Gay Engineers, Inc.**, hereinafter referred to as "Engineer." Any changes to the Project or the Contract Price must be agreed to by the District and the Contractor in writing.

1.02. Payment. Owner agrees to pay Contractor, in current funds, the Contract Price shown above, subject to Contractor's completion of the Project in accordance with the terms of this Contract. Contractor shall submit a monthly application for payment to Engineer and any supporting documentation required by this Contract. Payment, less any retainage, shall be made within **forty-five (45) days** after the Engineer has approved the pay estimate submitted by Contractor. Beginning with the second application for payment, each application shall include an affidavit and lien release of Contractor stating that all previous progress payments received on account of the Project have been applied on account to discharge Contractor's legitimate obligations associated with the prior application for payment. In making progress payments, 10 percent of the estimated amount shall be retained until final completion and acceptance of the Project. However, if Owner at any time after 50 percent of the work has been completed finds, in its sole discretion, that satisfactory progress has been made, Owner may cause any of the remaining progress payments to be made in full. Payment shall not be construed as acceptance of defective or nonconforming work. If included in Attachment A, the Developer will be "Owner" for purposes of payment.

### II. CONTRACTOR RESPONSIBILITIES

2.01. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor warrants all materials and labor provided or supplied in connection with this Contract for a one-year period from the date of final completion of the Project.

2.02. Orderly Completion. Contractor agrees to employ only orderly, competent and skillful persons to work on the Project and agrees that whenever Contractor is made aware, by the

Engineer or otherwise, that any worker on the job is incompetent, unfaithful, or disorderly, such worker shall be discharged from the Project and shall not again be employed on the Project without the Engineer's written consent.

2.03. Prevailing Wage Rate. Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this Project and shall specify in the call for bids and in the Contract the minimum wage rates which shall be paid for each type of Worker. This statute further provides that the Contractor or subcontractors shall pay a penalty to the Owner of sixty dollars (\$60) for each Worker employed for each calendar day or part for the day that the Worker is paid less than the wage rates stipulated in the Contract. As a political subdivision of the State of Texas, the Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract. The statute also requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each Worker. These records shall be open to the inspection of the Owner. The minimum wage rates that apply to this Contract are the latest Harris County, Texas rates in effect at the time the bids are received.

2.04. Independent Contractor. Contractor is, and at all times shall remain, an independent contractor, solely responsible for the manner and method of completing its work under this Contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed repairs and/or improvements.

2.04. Safety. Contractor agrees that it shall be solely responsible for the safety of its employees and all other persons and shall be solely responsible for determining the course of action necessary to protect all persons, including members of the public, from bodily injury or property damage during its work on the Project, including the erection of barricades or the institution of other traffic or pedestrian control measures.

2.05. Sales Tax. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this Contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this Contract that are performed at the job site and are either integral to the performance of this Contract or expressly required to be provided by this Contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas sales and use taxes.

### III. INDEMNITY, INSURANCE AND BONDS

#### 3.01. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICERS AND DIRECTORS AND THE ENGINEER (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

- (i) BODILY INJURY OR DEATH OF AN EMPLOYEE OF ANY CONTRACTOR PARTIES, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES; AND
- (ii) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (i), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY BREACH OF THIS CONTRACT, OR THE BREACH OF ANY COMMON LAW DUTY, OR THE VIOLATION OF ANY STATUTE OR REGULATION BY THE CONTRACTOR PARTIES IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK, IN EACH INSTANCE, EVEN IF DUE IN PART TO THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF AN INDEMNIFIED PARTY, PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF DAMAGES, INJURIES, EXPENSES, DEMANDS, CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS AND FEES CAUSED BY THE INDEMNIFIED PARTIES.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE INDEMNIFIED PARTIES OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

**CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.**

3.02. Insurance. Contractor, at its own expense, shall purchase, maintain and keep in force throughout the term of the Contract, or as otherwise specified, such insurance with coverage to the limits of liability as set forth in Exhibits A-1 and A-2, attached hereto, as will protect it from claims arising out of or resulting from the Contractor's work (including the work of subcontractors) on the Project. Contractor shall obtain required insurance from such companies having a Best's rating of A-/VII or better and licensed or approved to transact business in the State of Texas. The Indemnified Parties shall be added as additional insureds by endorsement to all coverages required under this Contract, except for worker's compensation insurance. It is the intent of the parties to this Contract that this additional insured status shall include coverage for completed operations. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Owner, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Project to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Indemnified Parties. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages, and not in excess of any other insurance available to the Indemnified Parties, and without rights of contribution or recovery against the Indemnified Parties or from any such other insurance available to the Indemnified Parties. Finally, all required policies shall be endorsed to require the insurer to provide the Owner with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.

Before Contractor begins work on the Project, an acceptable certificate of insurance shall be filed with the Owner. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance.

3.03. Bonds. Contractor shall furnish **performance, payment, and maintenance bonds**, each in an amount at least equal to the Contract Price, including any price increases authorized by change order, as security for the faithful performance and payment of all of Contractor's obligations under this Contract. These bonds shall remain in effect until one year after the latest of the date when final payment becomes due, when the Project is certified complete by Owner, Contractor and all applicable government entities having jurisdiction or until completion of the warranty period. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Sureties must have a minimum Best's Key Rating of "B+". The person executing the bonds must be authorized by the surety company to execute the bonds on behalf of the company in the amount of the Contract Price and such authorization must be recorded in the files of the Texas Department of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the Owner.

#### **IV. GENERAL TERMS**

4.01. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes and/or permits that may apply to the Project. Contractor will obtain all permits and licenses required to perform the Project and

4.02. Modifications and Assignability. This Contract shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

4.03. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

4.04. Intended Beneficiaries. This Contract is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party unless expressly granted by written modification.

4.05. Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances will not be affected hereby.

4.06. Termination. Owner may terminate Contractor's performance under the Contract for Owner's convenience at any time upon written notice to Contractor, whether or not Contractor is in default and, in such event, Owner's only liability will be to pay Contractor for the unpaid balance due Contractor for the work actually performed and accepted.

[EXECUTION PAGE FOLLOWS]

will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over the Project.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CINCO SOUTHWEST MUNICIPAL UTILITY  
DISTRICT NO. 1

[CONTRACTOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachments

- Exhibit A-1: Insurance Requirements
- Exhibit A-2: Workers' Compensation Insurance Requirements
- Exhibit B: Contractor's Bid
- Exhibit C: Performance Bond
- Exhibit D: Payment Bond
- Exhibit E: Maintenance Bond

EXHIBIT A - 1

- 1) Workers' Compensation: Contractor shall carry Worker's Compensation Insurance in the statutory minimum amount, covering all individuals employed by Contractor, or as otherwise required by all applicable Federal, State, Maritime, Railroad or other laws, and including Employer's Liability to \$100,000 limits per occurrence. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
  
- 2) Commercial General Liability, including Contractor's Liability, Contractual Liability, Independent Contractor's Liability, Completed Operations and Products Liability extended at least two (2) years after the date of acceptance; all on occurrence basis with Personal Injury Coverage and broad form Property Damage, including Completed Operations and removal of the XCU exclusion relating to Explosion, Collapse and Underground Property Damage. Contractual Liability shall have deleted the exclusion pertaining to Third Party Beneficiaries. A Designated Construction Project(s) General Aggregate Limit shall be provided.
  - a) Bodily Injury, Occupational Sickness, Disease, or Death:

\$500,000	\$1,000,000
Each Occurrence	Annual Aggregate
  
  - b) Personal Injury and Property Damage, including loss of use:

\$500,000	\$1,000,000
Each Occurrence	Annual Aggregate
  
  - c) Property Damage, including loss of use:

\$500,000	\$1,000,000
Each Occurrence	Annual Aggregate
  
- 3) Comprehensive Automobile Liability:

\$1,000,000
Each Occurrence
  
- 4) Property Insurance (Builder's Risk) required only for projects or work that include above-ground improvements: To the full insurable completed value of entire work on all-risk basis.
  
- 5) Pollution Liability insurance required only for preparatory work relating to potentially contaminated areas, in the amount required by Owner.

**Exhibit A - 2**  
**Workers' Compensation Insurance Coverage.**

**A. Definitions:**

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate

insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

BID

BID for "Construction of Spring Green Boulevard Utility Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas."

Cinco Southwest MUD No. 1  
c/o Brown & Gay Engineers, Inc.  
10777 Westheimer, Suite 400  
Houston, Texas 77042

CONTRACTOR: \_\_\_\_\_  
 (Legal Name of Company)

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ County: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **sixty (60) days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within **seven (7) days** after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices: (see attached bid form.)

Cinco Southwest Municipal Utility District No. 1  
 Spring Green Blvd Utility Abandonments  
 Water, Sanitary Sewer, and Storm Sewer Facilities

**BID FORM**

X:\Districts\CNSWMUD01\Spring\_Green\_Blvd\_Util\_Abandonment\_153098\_Construction\02\_BiddingPhase\UTIL-BIDFORM.xlsx\COST EST

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT A: WATER DISTRIBUTION SYSTEM</u></b>			
1. Miscellaneous Items:			
a. Remove and Dispose of 16" WL	80 LF	\$ _____	\$ _____
b. Relocate Existing Fire Hydrant	1 EA	\$ _____	\$ _____
c. Import Suitable Fill Material (including excavation, hauling, spreading excavation, proofrolling, compacting fill to 95% ASTM D698).	58 CY	\$ _____	\$ _____
d. Trench Safety System	80 LF	\$ _____	\$ _____
ROW, including coordination with TruGreen LandCare.	1 LS	\$ _____	\$ _____
<b>TOTAL, UNIT A</b>			<b>\$ _____</b>
<b><u>UNIT B: SANITARY COLLECTION SYSTEM</u></b>			
1. Miscellaneous Items:			
a. Remove and Dispose of Existing Manhole	1 EA	\$ _____	\$ _____
b. 8" Plug	2 EA	\$ _____	\$ _____
c. Remove and Dispose of 8" Sanitary Sewer Pipe	80 LF	\$ _____	\$ _____
d. Seal and Grout Existing 8" Sanitary Sewer Pipe	120 LF	\$ _____	\$ _____
e. Trench Safety System	80 LF	\$ _____	\$ _____
The following are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.			
2. Trench Dewatering: (\$20.00 per LF minimum)	20 LF	\$ _____	\$ _____
<b>TOTAL, UNIT B</b>			<b>\$ _____</b>

**Cinco Southwest Municipal Utility District No. 1**  
**Spring Green Blvd Utility Abandonments**  
**Water, Sanitary Sewer, and Storm Sewer Facilities**

**BID FORM**

X:\Districts\CNSWMUD01\Spring\_Green\_Blvd\_Util\_Abandonment\_1530108\_Construction\02\_BiddingPhase\UTIL-BIDFORM.xlsx\COST EST

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT C: STORM SEWER SYSTEM</u></b>			
1. Standard Type "C" Manhole:			
a. 48" - 72" R.C.P.	1 EA	\$ _____	\$ _____
2. Miscellaneous Items:			
a. Remove and Dispose of Existing Manhole	1 EA	\$ _____	\$ _____
b. Remove and Dispose of 60" Storm Sewer	100 LF	\$ _____	\$ _____
c. Trench Safety System	100 LF	\$ _____	\$ _____
The following are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.			
3. Trench Dewatering (\$20.00 per LF minimum)	20 LF	\$ _____	\$ _____
<b>TOTAL, UNIT C</b>			<b>\$ _____</b>
<b><u>UNIT D: STORM WATER POLLUTION CONTROL</u></b>			
1. Enforcement and Maintenance of TPDES Requirements for Duration of Contract	1 LS	\$ _____	\$ _____
2. Stabilized Construction Access (Spec. Item 4711)	1 EA	\$ _____	\$ _____
3. Concrete Truck Washout Area	1 EA	\$ _____	\$ _____
4. Inlet Protection Barrier - Stage II (Spec. Item 4511)	2 EA	\$ _____	\$ _____
5. Reinforced Filter Fabric Fence (Spec. Item 4311)	940 LF	\$ _____	\$ _____
6. Hydro-Mulch Seeding of Reserves; Areas Between Back of Curb and R.O.W. (Spec. Item 4241)	0.3 AC	\$ _____	\$ _____
<b>TOTAL, UNIT D</b>			<b>\$ _____</b>

Cinco Southwest Municipal Utility District No. 1  
 Spring Green Blvd Utility Abandonments  
 Water, Sanitary Sewer, and Storm Sewer Facilities

**BID FORM**

X:\Districts\CNSWMUDD1\Spring\_Green\_Blvd\_Util\_Abandonment\_1530108\_Construction\02\_BiddingPhase\UTIL-BIDFORM.xlsx\COST ES\*

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT E: FILL MATERIAL</u></b>			
1. Import Suitable Fill Material (including excavation, hauling, spreading excavation, proofrolling, compacting fill to 95% ASTM D698).	300 CY	\$ _____	\$ _____
<b>TOTAL, UNIT E</b>			\$ _____
<b><u>UNIT F: TRENCH SAFETY PLAN</u></b>			
1. Design and submittal of Trench Safety plan for underground utilities; prepared and sealed by an engineer licensed by the State of Texas in accordance with the contract documents.	1 LS	\$ _____	\$ _____
<b>TOTAL, UNIT F</b>			\$ _____
<b><u>UNIT G: EXTRA PAY ITEMS</u></b>			
The following are to be used only when directed by the Engineer and approved by the Owner. Methods will be approved by the Engineer and will be paid for at the prescribed unit prices. Utilization of these items will depend on site conditions at the time of construction.			
1. Miscellaneous Excavation (\$4.00 per CY minimum)	20 CY	\$ _____	\$ _____
2. Class "A" Reinforced Concrete (6-inch thick) (\$20.00 per SY minimum)	10 SY	\$ _____	\$ _____
3. Bank Sand Backfill (\$18.00 per CY minimum)	10 CY	\$ _____	\$ _____
4. Cement Stabilized Sand (\$22.00 per CY minimum)	10 CY	\$ _____	\$ _____
5. Furnish and Install Extra Waterline Fittings (\$2,000.00 per TON minimum)	1 TON	\$ _____	\$ _____
6. Clearing (\$1,000.00 per AC minimum)	1.0 AC	\$ _____	\$ _____
<b>TOTAL, UNIT G</b>			\$ _____

**Cinco Southwest Municipal Utility District No. 1**  
**Spring Green Blvd Utility Abandonments**  
**Water, Sanitary Sewer, and Storm Sewer Facilities**

**BID FORM**

X:\Districts\CNSWMUD01\Spring\_Green\_Blvd\_Util\_Abandonment\_1530\08\_Construction\02\_BiddingPhase\UTIL-BIDFORM.xlsx\COST EST

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>SUMMARY</u></b>			
Unit A: Water Distribution System			\$ _____
Unit B: Sanitary Collection System			\$ _____
Unit C: Storm Sewer System			\$ _____
Unit D: Storm Water Pollution Control			\$ _____
Unit E: Disposal of Excess Utility Excavation			\$ _____
Unit F: Trench Safety Plan			\$ _____
Unit G: Extra Pay Items			\$ _____
<b>TOTAL BID</b>			<b>\$ _____</b>

The work described above will be awarded under one contract. The undersigned agrees that the prices listed includes sufficient compensation for the completion of the work bid upon including all necessary site work hauling and other items of work incidental to the completion of the project.

No changes shall be made in the phraseology of the Bid Form or of the items mentioned therein. The Bidder agrees that a bid may be disqualified if the bid contains an omission, erasure, alteration, or addition to the Bid Form.

In the event an extension error is made in computing the bid, the "unit cost" column will control. Qualifying statements or accompanying qualifying letters will be cause for rejection of bid.

All Bid Items with a minimum dollar amount shall utilize a dollar amount not lower than the minimum for that Item. In the event that an amount lower than the minimum dollar amount is used, the Unit Cost will be changed to the minimum amount and the Item Total and Total Bid values will be revised accordingly.

BIDDER agrees that the Work will be completed and ready for final within 30 calendar days after the date when the Contract Times commences to run.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_.

State Contractor License No. \_\_\_\_\_

**INDIVIDUAL:**

(individual) \_\_\_\_\_ (Seal)  
doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

**PARTNERSHIP:**

By (firm) \_\_\_\_\_ (Seal)  
(General Partner) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

**CORPORATION:**

By (corp.) \_\_\_\_\_ (Seal)  
State of Incorporation \_\_\_\_\_  
By (person authorized) \_\_\_\_\_  
Title \_\_\_\_\_

**Attest (Secretary)**

Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Date of Qualification \_\_\_\_\_  
to do business is \_\_\_\_\_

**JOINT VENTURE:**

By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_

Address & Phone No. for official communications:

\_\_\_\_\_  
\_\_\_\_\_

BOND NO. \_\_\_\_\_  
CINCO SOUTHWEST MUD NO. 1

PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS Contract Date \_\_\_\_\_

COUNTY OF FORT BEND Date Bond Executed \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

OWNER CINCO SOUTHWEST MUD NO. 1

PENAL SUM OF BOND (in words and figures) \_\_\_\_\_

being 100 percent of the Contract Price.

CONTRACT for "**Spring Green Boulevard Utility Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas**" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

\_\_\_\_\_  
 PRINCIPAL  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
 SURETY  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

(SEAL)

Physical Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Local Recording Agent Personal Identification Number: \_\_\_\_\_

Agency Name: \_\_\_\_\_  
 Agency Address \_\_\_\_\_  
 Agency Telephone \_\_\_\_\_

**Surety must attach its original Power of Attorney to this bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

ATTACH POWER OF ATTORNEY

BOND NO. \_\_\_\_\_  
CINCO SOUTHWEST MUD NO. 1

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

Contract Date \_\_\_\_\_

COUNTY OF FORT BEND

Date Bond Executed \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

OWNER CINCO SOUTHWEST MUD NO. 1

PENAL SUM OF BOND (in words and figures) \_\_\_\_\_

being 100 percent of the Contract Price.

CONTRACT for "Spring Green Boulevard Utility Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, dated the same date as this bond, which Contract is incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

\_\_\_\_\_  
 PRINCIPAL  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 (SEAL)

\_\_\_\_\_  
 SURETY  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 (SEAL)

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Local Recording Agent Personal Identification Number:  
 \_\_\_\_\_  
 Agency Name: \_\_\_\_\_  
 Agency Address \_\_\_\_\_  
 Agency Telephone \_\_\_\_\_

**Surety must attach its original Power of Attorney to this bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
 (Corporate Seal)

**ATTACH POWER OF ATTORNEY**

BOND NO. \_\_\_\_\_  
CINCO SOUTHWEST MUD NO. 1

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS Contract Date \_\_\_\_\_

COUNTY OF FORT BEND Date Bond Executed \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

OWNER CINCO SOUTHWEST MUD NO. 1

PENAL SUM OF BOND (in words and figures) \_\_\_\_\_

being 100 percent of the Contract Price.

CONTRACT for "Spring Green Boulevard Utility Abandonments for Cinco Southwest MUD No. 1, Fort Bend County, Texas" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

\_\_\_\_\_  
 PRINCIPAL  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 (SEAL)

\_\_\_\_\_  
 SURETY  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 (SEAL)

ATTEST  
 By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Local Recording Agent Personal Identification Number: \_\_\_\_\_

Agency Name: \_\_\_\_\_  
 Agency Address \_\_\_\_\_  
 Agency Telephone \_\_\_\_\_

**Surety must attach its original Power of Attorney to this bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

## Attachment B (Pages 1- 4)

Cinco Southwest Municipal Utility District No. 1

**Spring Green Blvd Utility Abandonment  
Water, Sanitary Sewer, and Storm Sewer**

**Construction Cost Estimate - June 01, 2015**

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ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT A: WATER DISTRIBUTION SYSTEM</u></b>			
1. Miscellaneous Items:			
a. Remove and Dispose of 16" WL	80 LF	\$ 32.00	\$ 2,560.00
b. Relocate Existing Fire Hydrant	1 EA	\$ 3,675.00	\$ 3,675.00
c. Import Suitable Fill Material (including excavation, hauling, spreading excavation, proofrolling, compacting fill to 95% ASTM D698).	58 CY	\$ 14.00	\$ 812.00
e. Trench Safety System	80 LF	\$ 1.00	\$ 80.00
<b>TOTAL, UNIT A</b>			<b>\$ 7,127.00</b>
<b><u>UNIT B: SANITARY COLLECTION SYSTEM</u></b>			
1. Miscellaneous Items:			
a. Remove and Dispose of Existing Manhole	1 EA	\$ 700.00	\$ 700.00
b. 8" Plug	2 EA	\$ 138.00	\$ 276.00
c. Remove and Dispose of 8" Sanitary Sewer Pipe	80 LF	\$ 23.50	\$ 1,880.00
d. Seal and Grout Existing 8" Sanitary Sewer Pipe	120 LF	\$ 6.50	\$ 780.00
e. Trench Safety System	80 LF	\$ 1.00	\$ 80.00
The following are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.			
2. Trench Dewatering: (\$20.00 per LF minimum)	20 LF	\$ 21.00	\$ 420.00
<b>TOTAL, UNIT B</b>			<b>\$ 4,136.00</b>

Cinco Southwest Municipal Utility District No. 1

Spring Green Blvd Utility Abandonment  
Water, Sanitary Sewer, and Storm Sewer

Construction Cost Estimate - June 01, 2015

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ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT C: STORM SEWER SYSTEM</u></b>			
1. Standard Type "C" Manhole:			
a. 48" - 72" R.C.P.	1 EA	\$ 4,010.00	\$ 4,010.00
2. Miscellaneous Items:			
a. Remove and Dispose of Existing Manhole	1 EA	\$ 700.00	\$ 700.00
b. Remove and Dispose of 60" Storm Sewer	100 LF	\$ 70.00	\$ 7,000.00
c. Trench Safety System	100 LF	\$ 1.00	\$ 100.00
The following are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.			
3. Trench Dewatering (\$20.00 per LF minimum)	20 LF	\$ 21.00	\$ 420.00
<b>TOTAL, UNIT C</b>			<b>\$ 12,230.00</b>
<b><u>UNIT D: STORM WATER POLLUTION CONTROL</u></b>			
1. Enforcement and Maintenance of TPDES Requirements for Duration of Contract	1 LS	\$ 2,378.00	\$ 2,378.00
2. Stabilized Construction Access (Spec. Item 4711)	1 EA	\$ 1,998.50	\$ 1,998.50
3. Concrete Truck Washout Area	1 EA	\$ 1,069.00	\$ 1,069.00
4. Inlet Protection Barrier - Stage II (Spec. Item 4511)	2 EA	\$ 133.00	\$ 266.00
5. Reinforced Filter Fabric Fence (Spec. Item 4311)	940 LF	\$ 2.00	\$ 1,880.00
6. Hydro-Mulch Seeding of Reserves; Areas Between Back of Curb and R.O.W. (Spec. Item 4241)	0.3 AC	\$ 2,090.00	\$ 627.00
<b>TOTAL, UNIT D</b>			<b>\$ 8,218.50</b>

Cinco Southwest Municipal Utility District No. 1

Spring Green Blvd Utility Abandonment  
Water, Sanitary Sewer, and Storm Sewer

Construction Cost Estimate - June 01, 2015

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ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT E: FILL MATERIAL</u></b>			
1. Import Suitable Fill Material (including excavation, hauling, spreading excavation, proofrolling, compacting fill to 95% ASTM D698),	300 CY	\$ 14.00	\$ 4,200.00
<b>TOTAL, UNIT E</b>			<b>\$ 4,200.00</b>
<b><u>UNIT F: TRENCH SAFETY PLAN</u></b>			
1. Design and submittal of Trench Safety plan for underground utilities; prepared and sealed by an engineer licensed by the State of Texas in accordance with the contract documents.	1 LS	\$ 1,750.00	\$ 1,750.00
<b>TOTAL, UNIT F</b>			<b>\$ 1,750.00</b>
<b><u>UNIT G: EXTRA PAY ITEMS</u></b>			
The following are to be used only when directed by the Engineer and approved by the Owner. Methods will be approved by the Engineer and will be paid for at the prescribed unit prices. Utilization of these items will depend on site conditions at the time of construction.			
1. Miscellaneous Excavation (\$4.00 per CY minimum)	20 CY	\$ 4.50	\$ 90.00
2. Class "A" Reinforced Concrete (6-inch thick) (\$20.00 per SY minimum)	10 SY	\$ 22.00	\$ 220.00
3. Bank Sand Backfill (\$18.00 per CY minimum)	10 CY	\$ 19.00	\$ 190.00
4. Cement Stabilized Sand (\$22.00 per CY minimum)	10 CY	\$ 23.50	\$ 235.00
5. Furnish and Install Extra Waterline Fittings (\$2,000.00 per TON minimum)	1 TON	\$ 2,017.00	\$ 2,017.00
6. Clearing (\$1,000.00 per AC minimum)	1.0 AC	\$ 1,309.00	\$ 1,309.00
<b>TOTAL, UNIT G</b>			<b>\$ 4,061.00</b>

Cinco Southwest Municipal Utility District No. 1

Spring Green Blvd Utility Abandonment  
Water, Sanitary Sewer, and Storm Sewer

Construction Cost Estimate - June 01, 2015

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<u>ITEM</u>	<u>QUANTITY &amp; UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<b><u>SUMMARY</u></b>			
Unit A: Water Distribution System		\$	<u>7,127.00</u>
Unit B: Sanitary Collection System		\$	<u>4,136.00</u>
Unit C: Storm Sewer System		\$	<u>12,230.00</u>
Unit D: Storm Water Pollution Control		\$	<u>8,218.50</u>
Unit E: Disposal of Excess Utility Excavation		\$	<u>4,200.00</u>
Unit F: Trench Safety Plan		\$	<u>1,750.00</u>
Unit G: Extra Pay Items		\$	<u>4,061.00</u>
<b>SUBTOTAL</b>		\$	<u>41,722.50</u>
Contingency (10%)		\$	<u>4,172.25</u>
<b>TOTAL ESTIMATE</b>		\$	<u>45,894.75</u>

## **Attachment C**

### **Utility's Schedule of Work and Date of Completion**

- Bid Date: 09/18/2015
  - Board Approval: 10/01/2015
  - Start Date: 10/15/2015
  - Completion Date: 11/15/2015
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