

**Fort Bend County Tabulation
Bid 20-098
Construction of First Street and Crawford Street in City of Kendleton
for Fort Bend County Community Development**

**Recommended: D.L. Elliot Enterprises, Inc. \$199,226.00
Funding: FY2018 CDBG**

Company	Bid Price	Atlernate	Total	Completion Time in Calendar Days	Form 1295
D.L. Elliot Enterprises, Inc. Houston, TX	\$169,526.00	\$29,700.00	\$199,226.00	70	Yes
DL Glover, Inc. Humble, TX	\$175,059.00	\$30,600.00	\$205,659.00	70	
Aranada Industries LLC Houston, TX	\$163,097.65	\$81,000.00	\$244,097.65	90	
HTI Construction, Inc. Rosenberg, TX	\$163,923.00	\$89,100.00	\$253,023.00	120	
AR Turnkee Construction Company Inc Houston, TX	\$286,631.00	\$64,800.00	\$351,431.00	120	

ENGINEER:
KALUZA, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
(281) 341-0808

FIRST STREET AND CRAWFORD STREET WATER LINE IMPROVEMENTS
CITY OF KENDLETON, FORT BEND COUNTY, TEXAS
BID OPENING DATE - TUESDAY, JULY 21, 2020

OWNER:
FORT BEND CO. PURCHASING DEPT
301 JACKSON STREET, SUITE 201
RICHMOND, TX 77469
(281) 341-8643

BID TABULATION

BIDDERS:			D.L. ELLIOTT ENTERPRISES		DL GLOVER, INC.		ARANDA INDUSTRIES, LLC		HTI CONSTRUCTION, INC.		AR TURNKEE CONSTRUCTION		
I. BASE BID			EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
ITEM DESCRIPTION													
1	8" PVC W.L. AWWA C-900, DR-18 BY TRENCHLESS METHOD	1,886	LF	\$ 53.00	\$ 99,958.00	\$ 40.00	\$ 75,440.00	\$ 51.00	\$ 96,186.00	\$ 51.00	\$ 96,186.00	\$ 101.00	\$ 190,486.00
2	6" PVC W.L. AWWA C-900, DR-18 BY TRENCHLESS METHOD	80	LF	\$ 49.00	\$ 3,920.00	\$ 65.00	\$ 5,200.00	\$ 40.00	\$ 3,200.00	\$ 45.00	\$ 3,600.00	\$ 86.00	\$ 6,880.00
3	4" PVC W.L. CLASS 200, DR-14	32	LF	\$ 40.00	\$ 1,280.00	\$ 94.00	\$ 3,008.00	\$ 29.00	\$ 928.00	\$ 12.00	\$ 384.00	\$ 80.00	\$ 2,560.00
4	TRENCH BOX/SHORING W.L. EXCAV. PER OSHA STANDARDS	165	LF	\$ 1.00	\$ 165.00	\$ 1.00	\$ 165.00	\$ 0.01	\$ 1.65	\$ 1.00	\$ 165.00	\$ 10.00	\$ 1,650.00
5	8" GATE VALVE & BOX W/CONCRETE PAD	5	EA	\$ 1,250.00	\$ 6,250.00	\$ 1,492.00	\$ 7,460.00	\$ 1,700.00	\$ 8,500.00	\$ 1,400.00	\$ 7,000.00	\$ 1,600.00	\$ 8,000.00
6	6" GATE VALVE & BOX W/CONCRETE PAD	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 800.00	\$ 4,800.00	\$ 1,210.00	\$ 7,260.00	\$ 980.00	\$ 5,880.00	\$ 1,200.00	\$ 7,200.00
7	4" GATE VALVE & BOX W/CONCRETE PAD	3	EA	\$ 750.00	\$ 2,250.00	\$ 700.00	\$ 2,100.00	\$ 961.00	\$ 2,883.00	\$ 785.00	\$ 2,355.00	\$ 1,050.00	\$ 3,150.00
8	FIRE HYDRANT	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 3,521.00	\$ 7,042.00	\$ 3,700.00	\$ 7,400.00	\$ 3,400.00	\$ 6,800.00
9	12" X 8" TEE	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 616.00	\$ 616.00	\$ 550.00	\$ 550.00	\$ 750.00	\$ 750.00
10	8" X 8" TEE	1	EA	\$ 400.00	\$ 400.00	\$ 647.00	\$ 647.00	\$ 429.00	\$ 429.00	\$ 375.00	\$ 375.00	\$ 525.00	\$ 525.00
11	8" X 6" TEE	4	EA	\$ 350.00	\$ 1,400.00	\$ 550.00	\$ 2,200.00	\$ 368.00	\$ 1,472.00	\$ 325.00	\$ 1,300.00	\$ 465.00	\$ 1,860.00
12	8" X 4" TEE	1	EA	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 360.00	\$ 360.00	\$ 300.00	\$ 300.00	\$ 460.00	\$ 460.00
13	6" X 4" TEE	2	EA	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 316.00	\$ 632.00	\$ 270.00	\$ 540.00	\$ 410.00	\$ 820.00
14	8" X 6" REDUCER	1	EA	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00	\$ 257.00	\$ 257.00	\$ 230.00	\$ 230.00	\$ 360.00	\$ 360.00
15	8" X 45° BEND	4	EA	\$ 300.00	\$ 1,200.00	\$ 550.00	\$ 2,200.00	\$ 296.00	\$ 1,184.00	\$ 265.00	\$ 1,060.00	\$ 390.00	\$ 1,560.00
16	6" X 45° BEND	2	EA	\$ 275.00	\$ 550.00	\$ 350.00	\$ 700.00	\$ 239.00	\$ 478.00	\$ 225.00	\$ 450.00	\$ 345.00	\$ 690.00
17	4" X 45° BEND	6	EA	\$ 150.00	\$ 900.00	\$ 250.00	\$ 1,500.00	\$ 200.00	\$ 1,200.00	\$ 185.00	\$ 1,110.00	\$ 200.00	\$ 1,200.00
18	8" PLUG	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 199.00	\$ 199.00	\$ 160.00	\$ 160.00	\$ 300.00	\$ 300.00
19	6" PLUG	4	EA	\$ 750.00	\$ 3,000.00	\$ 450.00	\$ 1,800.00	\$ 166.00	\$ 664.00	\$ 125.00	\$ 500.00	\$ 200.00	\$ 800.00
20	4" PLUG	1	EA	\$ 700.00	\$ 700.00	\$ 350.00	\$ 350.00	\$ 143.00	\$ 143.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
21	MISC. WATER LINE FITTINGS	1	TN	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
22	CONNECT NEW 8" W.L. TO EXIST. 12" W.L. (WET CONNECTION)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
23	CONNECT NEW 4" W.L. TO EXIST. 4" W.L. (WET CONNECTION)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,219.00	\$ 3,657.00	\$ 500.00	\$ 1,500.00	\$ 900.00	\$ 2,700.00
24	REMOVE/SALVAGE EXIST. FIRE HYDRANT & VALVE	1	EA	\$ 200.00	\$ 200.00	\$ 1,750.00	\$ 1,750.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
25	1" SHORT WATER SERVICE ASSEMBLY	11	EA	\$ 500.00	\$ 5,500.00	\$ 800.00	\$ 8,800.00	\$ 617.00	\$ 6,787.00	\$ 550.00	\$ 6,050.00	\$ 590.00	\$ 6,490.00
26	1" LONG WATER SERVICE ASSEMBLY	5	EA	\$ 600.00	\$ 3,000.00	\$ 1,065.00	\$ 5,325.00	\$ 785.00	\$ 3,925.00	\$ 1,200.00	\$ 6,000.00	\$ 1,120.00	\$ 5,600.00
27	RECONNECTION OF EXIST WATER METER & BOX	16	EA	\$ 20.00	\$ 320.00	\$ 350.00	\$ 5,600.00	\$ 241.00	\$ 3,856.00	\$ 100.00	\$ 1,600.00	\$ 200.00	\$ 3,200.00
28	HYDROMULCH SEEDING OF DISTURBED AREA & PROVIDE WATERING	219	SY	\$ 7.00	\$ 1,533.00	\$ 10.00	\$ 2,190.00	\$ 2.00	\$ 438.00	\$ 12.00	\$ 2,628.00	\$ 10.00	\$ 2,190.00
29	CONTRACTOR MOBILIZATION	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 11,000.00
30	FURNISH/MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL, ETC.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 14,024.00	\$ 14,024.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 9,000.00	\$ 9,000.00
31	PROVIDE PERFORMANCE, PAYMENT, & MAINTENANCE BONDS	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
32	CONSTRUCTION STAKING	1	BUDG	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL AMOUNT OF BASE BID					\$ 169,526.00	\$ 175,059.00	\$ 163,097.65	\$ 163,923.00	\$ 163,923.00	\$ 163,923.00	\$ 286,631.00	\$ 286,631.00	
TOTAL NUMBER OF CALENDAR DAYS FOR BASE BID					60	45	90	60	60	60	102	102	
II. ALTERNATE BID													
A1	1-1/2" THICK HOT MIX HOT LAID ASPHALTIC CONCRETE (TYPE D)	1,800	SY	\$ 16.50	\$ 29,700.00	\$ 17.00	\$ 30,600.00	\$ 45.00	\$ 81,000.00	\$ 49.50	\$ 89,100.00	\$ 36.00	\$ 64,800.00
II. TOTAL AMOUNT ALTERNATE BID =					\$ 29,700.00	\$ 30,600.00	\$ 81,000.00	\$ 81,000.00	\$ 89,100.00	\$ 89,100.00	\$ 64,800.00	\$ 64,800.00	
II. TOTAL NUMBER OF CALENDAR DAYS FOR ALTERNATE BID =					10	25	60	60	60	60	18	18	
TOTAL AMOUNT BID					\$ 199,226.00	\$ 205,659.00	\$ 244,097.65	\$ 244,097.65	\$ 253,023.00	\$ 253,023.00	\$ 351,431.00	\$ 351,431.00	
TOTAL AMOUNT OF CALENDAR DAYS TO COMPLETE ENTIRE PROJECT					70	70	90	90	120	120	120	120	
BIDDERS:					D.L. ELLIOTT ENTERPRISES	DL GLOVER, INC.	ARANDA INDUSTRIES, LLC	ARANDA INDUSTRIES, LLC	HTI CONSTRUCTION, INC.	HTI CONSTRUCTION, INC.	AR TURNKEE CONSTRUCTION	AR TURNKEE CONSTRUCTION	



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

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	D.L. Elliott Enterprises, Inc.	
Business Name (if different from legal name)		
Federal ID # or S.S. # 74-2819069	DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	16535 Hollister St. Ste. A	
City/State/Zip	Houston, TX 77066	
Physical Address	16535 Hollister St. Ste. A	
City/State/Zip	Houston, TX 77066	
Phone/Fax Number	Phone: 281-895-0924 Fax: 281-895-0932	
Contact Person	Scott Ellefson	
E-mail	sellefson@delliott.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name	Darryl Elliott	
Title	President	
Date	7/21/20	

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**ADDENDUM 7/10/20*

*Fort Bend County, Texas
Invitation for Bid*



** Construction of First Street and Crawford Street in City of Kendleton
for Fort Bend County Community Development
BID 20-098*

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:

Tuesday, July 21, 2020
2:00 PM (Central)

MARK ENVELOPE:

BID 20-098
First and Crawford Street Water Line

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED 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 bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 6/25/20
Issued: 6/28/20

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 corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder 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 2:00 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 Addenda: 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 Jaime Kovar, County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Jaime.Kovar@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 posted on Fort Bend County's website. 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 addenda 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 no later than **Monday, July 13, 2020 no later than 10:00AM (central)** 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 have 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 construction of First Street and Crawford Street water line improvements in the city limits of Kendleton. Project hereinafter referred to as the "Project," as specified herein. Respondent is responsible for complying with any and all federal rules and regulations.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, July 7, 2020 at 9:00AM** (central). 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 Community Development 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 Community Development 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 Community Development department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Community Development 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 Community Development 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 Community Development department may require. This schedule, unless objected to by the Community Development 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 ensuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

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

8.0 PERFORMANCE AND PAYMENT BONDS:

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

- 10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 10.2.1 Workers' Compensation insurance. 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 with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 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 including Workers' Compensation written on behalf of contractor, excluding Professional Liability, 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 two (2) years beginning from the time that work under the agreement 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 attorney's 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 may arise 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.

General Decision Number: TX2020054 01/03/2020 TX54

Superseded General Decision Number: TX20190054

State: Texas

Construction Type: Heavy

County: Fort Bend County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2020

* SFTX0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 29.53	21.27
SUTX2005-020 06/14/2005		
CARPENTER	\$ 14.38	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 11.37	1.13
ELECTRICIAN	\$ 18.40	1.34
Formbuilder/Formsetter	\$ 13.35	1.17
IRONWORKER, REINFORCING	\$ 11.29	0.00
Laborers:		
Common	\$ 8.95	0.00
Landscape	\$ 7.35	0.00
Mason Tender Cement	\$ 9.96	0.00
Pipelayer	\$ 10.31	0.91
PIPEFITTER	\$ 17.00	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe	\$ 12.08	0.00
Bulldozer	\$ 10.44	0.00
Crane	\$ 12.67	0.45
Excavator	\$ 16.74	0.00
Front End Loader	\$ 10.68	1.42
Grader	\$ 12.20	1.48
Tractor	\$ 12.38	1.51
TRUCK DRIVER	\$ 12.28	0.98

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.
Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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. 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 there over. 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 Community

Development 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 TEXAS ETHICS COMMISSION FORM 1295:

30.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

30.2 On-line instructions:

30.2.1 Name of governmental entity is to read Fort Bend County

30.2.2 Identification number used by the governmental entity is: B20-098

30.2.3 Description is the title of the solicitation: Construction of Fist Street and Crawford Street Water Line Improvements in City of Kendleton for Fort Bend County Community Development

30.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

31.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller

of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

32.0 DEBARMENT:

The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency.

33.0 SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:

Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

34.0 CONTRACT WORK HOURS AND SAFETY STANDARDS:

Construction must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

35.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

36.0 ENERGY POLICY AND CONSERVATION ACT:

Contract agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).

37.0 ANTI-LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

38.0 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

39.0 PRICING: Complete unit pricing form.

40.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within _____ calendar days (maximum of 120 calendar days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Community Development department.

41.0 AWARD:

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

42.0 ADDITIONAL REQUIRED FORMS:

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

- 42.1 Vendor Form
- 42.2 W9 Form
- 42.3 Tax Form/Debt/Residence Certification
- 42.4 Contractor Acknowledgement of Stormwater Management Program

43.0 COMMUNITY DEVELOPMENT EXHIBITS:

Exhibit I – Quarterly Employment Data Report – This report must be completed five (5) days after the preconstruction meeting.

Exhibit II – “Equal Employment Opportunity is the Law” (EEO) Poster – This poster must be posted at the job site in an area visible to all workers.

Exhibit III – Payroll and Certification form – This form is due within five (5) working days after the end of the weekly payroll period. (Note: If you elect to use your own printed payroll form, the Statement of Compliance form should accompany your payroll form).

Exhibit IV– Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees – This form should be completed by the General Contractor and Subcontractor, and should accompany the first payroll form.

Exhibit V – Notice to Employees Poster – This poster, along with wage rates must be posed at the job site in an area visible to all workers.

Exhibit VI – U.S. Department of Labor Wage Decision – This wage decision is required by HUD on all federally-funded projects. The Davis-Bacon Act requires that workers receive no less than the prevailing wages being paid for similar work in the locality.

Exhibit VII – Employment and Minority Business Plan – As specified in Parts IV and V of the HUD Specifications, all prime Contractors are required to submit a completed Plan detailing employment, as well as economic opportunities for minority and women-owned businesses. This Plan is due within five (5) working days after being notified as the apparent low bidder. Failure to submit this Plan will render your bid non-responsive.

Exhibit VIII – Certification for Contracts, Grants, Loans and Cooperative Agreements – This form must be completed five (5) days after the preconstruction meeting.

Exhibit IX – Certification Regarding Debarment – This form must be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.

Exhibit X – Subcontractor Profile – This form must be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.

Exhibit XI – Contractor’s Local Opportunity Plan – Section 3

Exhibit XII – Municipality’s Local Opportunity Plan – Section 3

Exhibit XIII – Section 504 Certification

**AMENDED 7/10/2020*

*** 44.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

**Contract Sheet
Bid 20-098**

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

This memorandum of agreement made and entered into on the 21st day of July, 20 20, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and D.L. Elliott Enterprises, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of First Street and Crawford Street Water Line Improvements in City of Kendleton** 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 4 day of August 2020.



Fort Bend County, Texas

County Judge KP George

By: _____
County Judge, **KP George**



By: _____
Signature of Contractor

By: Darryl Elliott, President
Printed Name and Title

**FORT BEND COUNTY
FIRST STREET AND CRAWFORD STREET WATER LINE IMPROVEMENTS
CITY OF KENDLETON, FORT BEND COUNTY TEXAS**

Item No.	Item Description	Unit	Est. Quantity	Unit Price	Total Amount
I. BASE BID					
1	8" P.V.C. WATER LINE, AWWA C-900, DR-18 BY TRENCHLESS METHOD, COMPLETE AND IN PLACE, THE SUM OF	L.F.	1,886	\$ 53.00	\$ 99,958.00
2	6" P.V.C. WATER LINE, AWWA C-900, DR-18 BY TRENCHLESS METHOD, COMPLETE AND IN PLACE, THE SUM OF	L.F.	80	\$ 49.00	\$ 3,920.00
3	4" P.V.C. WATER LINE, CLASS 200, DR-14, COMPLETE AND IN PLACE, THE SUM OF	L.F.	32	\$ 40.00	\$ 1,280.00
4	TRENCH BOX OR SHORING WATER LINE EXCAVATION IN ACCORDANCE WITH O.S.H.A. STANDARDS AT ALL REQUIRED LOCATIONS, COMPLETE AND IN PLACE, THE SUM OF	L.F.	165	\$ 1.00	\$ 165.00
5	8" GATE VALVE AND BOX WITH CONCRETE PAD, COMPLETE AND IN PLACE, THE SUM OF	EA.	5	\$ 1,250.00	\$ 6,250.00
6	6" GATE VALVE AND BOX WITH CONCRETE PAD, COMPLETE AND IN PLACE, THE SUM OF	EA.	6	\$ 1,000.00	\$ 6,000.00
7	4" GATE VALVE AND BOX WITH CONCRETE PAD, COMPLETE AND IN PLACE, THE SUM OF	EA.	3	\$ 750.00	\$ 2,250.00
8	FIRE HYDRANT, COMPLETE AND IN PLACE, THE SUM OF	EA.	2	\$ 3,500.00	\$ 7,000.00
9	12" X 8" TEE, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 500.00	\$ 500.00
10	8" X 8" TEE, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 400.00	\$ 400.00
11	8" X 6" TEE, COMPLETE AND IN PLACE, THE SUM OF	EA.	4	\$ 350.00	\$ 1,400.00
12	8" X 4" TEE, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 300.00	\$ 300.00
13	6" X 4" TEE, COMPLETE AND IN PLACE, THE SUM OF	EA.	2	\$ 250.00	\$ 500.00
14	8" X 6" REDUCER, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 200.00	\$ 200.00
15	8" X 45° BEND, COMPLETE AND IN PLACE, THE SUM OF	EA.	4	\$ 300.00	\$ 1,200.00
16	6" X 45° BEND, COMPLETE AND IN PLACE, THE SUM OF	EA.	2	\$ 275.00	\$ 550.00
17	4" X 45° BEND, COMPLETE AND IN PLACE, THE SUM OF	EA.	6	\$ 150.00	\$ 900.00
18	8" PLUG, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 1,000.00	\$ 1,000.00
19	6" PLUG, COMPLETE AND IN PLACE, THE SUM OF	EA.	4	\$ 750.00	\$ 3,000.00

**FORT BEND COUNTY
FIRST STREET AND CRAWFORD STREET WATER LINE IMPROVEMENTS
CITY OF KENDLETON, FORT BEND COUNTY TEXAS**

Page 2 of 3

Item No.	Item Description	Unit	Est. Quantity	Unit Price	Total Amount
20	4" PLUG, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 700.00	\$ 700.00
21	MISCELLANEOUS WATER LINE FITTINGS, COMPLETE AND IN PLACE, THE SUM OF	TON	1	\$ 1,000.00	\$ 1,000.00
22	CONNECT NEW 8" WATER LINE TO EXISTING 12" WATER LINE (WET CONNECTION), COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 1,500.00	\$ 1,500.00
23	CONNECT NEW 4" WATER LINE TO EXISTING 4" WATER LINE (WET CONNECTION), COMPLETE AND IN PLACE, THE SUM OF	EA.	3	\$ 1,000.00	\$ 3,000.00
24	REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND VALVE, COMPLETE AND IN PLACE, THE SUM OF	EA.	1	\$ 200.00	\$ 200.00
25	1" SHORT WATER SERVICE ASSEMBLY, COMPLETE AND IN PLACE, THE SUM OF	EA.	11	\$ 500.00	\$ 5,500.00
26	1" LONG WATER SERVICE ASSEMBLY, COMPLETE AND IN PLACE, THE SUM OF	EA.	5	\$ 600.00	\$ 3,000.00
27	RECONNECTION OF EXISTING WATER METER AND BOX, COMPLETE AND IN PLACE, THE SUM OF	EA.	16	\$ 20.00	\$ 320.00
28	HYDROMULCH SEEDING OF DISTURBED AREA AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT, COMPLETE AND IN PLACE, THE SUM OF	S.Y.	219	\$ 7.00	\$ 1,533.00
29	CONTRACTOR MOBILIZATION, COMPLETE AND IN PLACE, THE SUM OF	L.S.	1	\$ 7,500.00	\$ 7,500.00
30	FURNISH AND MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL AND/OR DETOUR PLAN FOR LANE CLOSURES, AND OTHER WARNING DEVICES IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, COMPLETE AND IN PLACE, THE SUM OF	L.S.	1	\$ 3,500.00	\$ 3,500.00
31	PROVIDE BONDS, INSURANCE, PERMITS AND MISC. IN ACCORDANCE WITH CONTRACT DOCUMENTS, COMPLETE AND IN PLACE, THE SUM OF	L.S.	1	\$ 3,500.00	\$ 3,500.00
32	CONSTRUCTION STAKING, COMPLETE AND IN PLACE, THE SUM OF	BUD.	1	\$ 1,500.00	\$ 1,500.00
TOTAL AMOUNT OF BASE BID =					\$ 169,526.00
TOTAL NO. OF CALENDAR DAYS TO COMPLETE BASE BID = (CONTRACTOR TO SPECIFY)					60

**FORT BEND COUNTY
FIRST STREET AND CRAWFORD STREET WATER LINE IMPROVEMENTS
CITY OF KENDLETON, FORT BEND COUNTY TEXAS**

Page 3 of 3

Item No.	Item Description	Unit	Est. Quantity	Unit Price	Total Amount
II. ALTERNATE BID					
A1	1-1/2" THICK HOT MIX HOT LAID ASPHALTIC CONCRETE (TYPE D) (TxDOT ITEM NO. 340) OVERLAY, COMPLETE AND IN PLACE, THE SUM OF	S.Y.	1,800	\$ 16.50	\$ 29,700.00
TOTAL AMOUNT OF ALTERNATE BID =					\$ 29,700.00
TOTAL NO. OF CALENDAR DAYS TO COMPLETE ALTERNATE BID = (CONTRACTOR TO SPECIFY)					10
<u>BID SUMMARY</u>					
TOTAL AMOUNT OF BASE BID =					\$ 169,526.00
TOTAL AMOUNT OF ALTERNATE BID =					\$ 29,700.00
TOTAL AMOUNT BID FOR ENTIRE PROJECT =					\$ 199,226.00
TOTAL NO. OF CALENDAR DAYS TO COMPLETE ENTIRE PROJECT = (CONTRACTOR TO SPECIFY) – *TOTAL MAY NOT EXCEED 120 DAYS					70 <small>*Not to Exceed 120 Days</small>

NOTE TO CONTRACTOR:

This project is being funded through a grant from the Fort Bend County Community Development Block Grant Program. Based on available construction funds, a portion of the water lines may be deleted or added to, depending upon the final construction bids received. The unit prices specified in the bid proposal will be used to increase or decrease the total contract amount.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE D.L. Elliott Enterprises, Inc.

16535 Hollister St. Ste A, Houston, TX 77066

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

10713 W. Sam Houston Parkway N., Suite 650, Houston, TX 77064

a corporation duly organized under the laws of the State of Massachusetts

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 Amount Bid

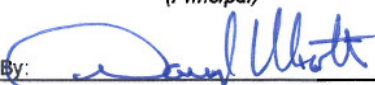
Dollars (\$ _____ 5% _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of First Street and Crawford Street in City of Kendleton
for Fort Bend County Community Development, BID 20-098

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 materials 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 21st day of July, 2020


Dwayne Schroeder (Witness)

D.L. Elliott Enterprises, Inc.
(Principal) (Seal)
By: 
Darryl Elliott President (Title)


(Witness)



Liberty Mutual Insurance Company
(Surety) (Seal)
By: 
Attorney-in-Fact Rebecca Garza (Title)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rebecca Garza of the city of The Woodlands, state of TX its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D.L. Elliott Enterprises, Inc.

Obligee Name: Fort Bend County

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



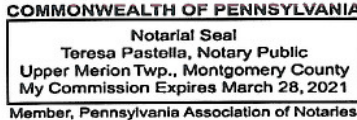
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies 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 21st day of July, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

D.L. Elliott Enterprises, Inc. Job References

Owner	Project Name	Contract Amt.	Engineer	E-Mail
City of Houston	WLR Glen Iris	\$ 2,117,941.00	Willie Raymundo, 832-395-2370	Willie.Raymundo@houstontx.gov
City of Houston	Memorial Woods	\$ 3,955,548.17	Nooreen Jilani, PM	
City of Houston	WLR Inwood Forest 1 Area	\$ 3,464,335.70	Joseph Meyers	Joseph.Meyers@houstontx.gov
City of Houston	Westchester II	\$ 3,241,413.20	Pareshkumar Bhatt	
City of Houston	WL Wrap Repairs	\$ 1,887,479.62	Patrece Lee	Patrece.Lee@houstontx.gov
City of Houston	Memorial Bend & Briar Forest	\$ 2,147,512.00	Sabeen Shaikh, 832-395-2307	Sabeen.Shaikh@houstontx.gov
City of Houston	WL Rehab & Repl	\$ 3,617,710.35	Patrece Lee,	Patrece.Lee@houstontx.gov
City of Conroe	SH 105 West Waterline Extensio	\$ 937,244.00	Tara Gaha	tgaha@cityofconroe.org
Fort Bend MUD 19	WLR Riverwood Village	\$ 124,189.38	Misael Lopez	mlopez@blackline-eng.com
Fort Bend County	WLI Braxton Road-Kendleton	\$ 275,655.00	Larance Turner	lturner@kaluzainc.com
Harris County MUD #504	Woodland Hills Dr.	\$ 711,612.50	Gary Goessler	ggoessler@bgeinc.com
Harris County MUD No. 421	WL & WW Facilities Hwy 290	\$ 466,549.00	Dave Kendall	
Harris County MUD No. 156	HCMUD No. 156 Barker Cypress	\$ 144,682.00	Cammeron Miller	
Sedona Lakes MUD No. 1	Sedona Lakes MUD No. 1	\$ 290,253.00	Josh Pena	
HCMUD #148	Fire Hydrant Replacement	\$ 222,360.00	Sergio Handal,	
NFB Water Authority	FBC Waterplant #3	\$ 709,463.94	Gary Goessler	ggoessler@bgeinc.com
TxDOT	TxDOT/Ragle SH 6 FBCO	\$ 481,413.00	Derrick Flowers	
New Caney MUD	WLE Dogwood/Penny	\$ 815,567.35	Jimmy Flowers	jflowers@lga.com
City of Rosenberg	Dollar Tree Distr. Center	\$ 2,979,334.00	Kendall Logan	
City of Conroe	RFP 2018-02 WP No. 215 (1488)	\$ 508,910.00	Jake Douzart, APM	
City of Conroe	SH 105 WWTP	\$ 846,882.00	COC Cap Proj Dept 936-522-3130	
Harris County MUD No. 64	Franz Road & State Highway 99	\$ 232,160.00	Jason Keeling	jkeeling@ehrainc.com
Forest Hills MUD WP #1	Forest Hills MUD WP #1 Imp	\$ 198,400.00	Scott Moreau 281-808-2768	
Harris County MUD #287	Morton Ranch Com.Tracts & Lift	\$ 986,074.50	BGE, Ethan M. Demary	
HCMUD No. 132	HCMUD 132 & 151 Interconnects	\$ 115,841.00	BGE, Gary Goessler	ggoessler@bgeinc.com
City of Conroe, Tommy Wooley	WLR 2019-12,34,35,36	\$ 3,582,148.00	LJA, Jimmy C. Flowers, PE	jflowers@lja.com
Sienna Plantation MUD No. 1	Lift Station #7 Upgrade Sienna	\$ 1,763,356.00	Costello, Chad Hablinski PE	
Friendswood Development Co.	Wildwood at Northpointe Sec.23	\$ 311,469.00	LJA, Mark Swanson	
FBCMUD 19	WLR Ph 7 Riverwood Village Sec	\$ 147,215.00	Misael Lopez	mlopez@blackline-eng.com
Clear Lake City Water Aitjprot	CLCWA LS No. 16,17,18,21 Impv.	\$ 186,218.00	LAN	
Skymark obo HCMUD No. 399	Eagle Landing Townhomes	\$ 182,613.00	Rebecca McAllister	rncallister@odysseyeg.com

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-646570

Date Filed:
07/20/2020

Date Acknowledged:
08/04/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D.L. Elliott Enterprises, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B20-098
Construction of First and Crawford Street Water Line Improvements in City of Kendleton for Fort Bend County Community Development

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)