

RESOLUTION NO. R-3876

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN INTERLOCAL AGREEMENT FOR COUNTY MANAGED PROJECT, RELATED TO THE OVERSIZING OF THE WATER LINE AND SANITARY SEWER EXTENSIONS ALONG STELLA ROAD, BY AND BETWEEN THE CITY OF ROSENBERG AND FORT BEND COUNTY.

\* \* \* \* \*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to execute an Interlocal Agreement (Agreement) for County Managed Project, related to the oversizing of the water line and sanitary sewer extensions along Stella Road, by and between the City of Rosenberg and Fort Bend County.

Section 2. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

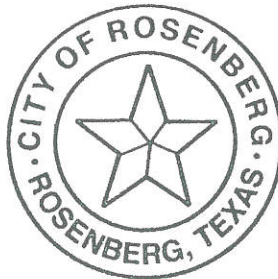
PASSED, APPROVED, AND RESOLVED this 19 day of August 2025.

ATTEST:

APPROVED:

Danyel Swint  
Danyel Swint, TRMC, CITY SECRETARY

William Benton  
William Benton, MAYOR



**INTERLOCAL AGREEMENT FOR COUNTY MANAGED PROJECT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and the City of Rosenberg, Texas (the “City”), a home-rule municipality. County and City may be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements; and

WHEREAS, , County and City desire to improve a portion of Stella Road from Cottonwood School Road and West Fairgrounds Road and to upsize the waterline within the area; and

WHEREAS, the Parties assert that the portion of Stella Road to be improved under this Agreement is part of a city street that is an integral part of or a connecting link with a County road or state highway; and

WHEREAS, County and City have determined it would be in the best interest of County and City, and to the inhabitants thereof, that provisions be made for the improvement of Stella Road in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1.     **Purpose.** The purpose of this Agreement is to outline the funding and project management obligations for the Project.
  
2.     **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

### 3. Definitions.

- (a) "Project" means the paving and drainage improvements to Stella Road between Cottonwood School Road and West Fairgrounds Road that are the subject of this Agreement, including the construction of the waterline and sanitary sewer line extensions provided in Section 4 below.
- (b) "Project Costs" means the costs, as determined by County in its sole discretion, for construction of the Project including: engineering design and services related to the completion of any Plans, Specifications, and Estimates ("PS&E") for the Project; Project related drainage facilities; utility and pipeline conflicts; approved traffic control devices; sidewalks up to five feet (5') wide consistent with current City Infrastructure Standards; and construction related services for such roadway improvements. Project Costs shall further include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project.
- (c) "Effective Date" means the date this Agreement is executed by the last signing Party hereto.

### 4. Project/ Scope of Work.

- (a) The Parties acknowledge and agree that this Scope of Work represents the general requirements for the Project to facilitate the completion of the design and construction of paving and drainage improvements for Stella Road and for waterline and sanitary sewer line extensions on Stella Road between Cottonwood School Road to West Fairgrounds Road as provided in the construction plans attached hereto as "Exhibit A" and incorporated by reference herein.
- (b) The Project shall be facilitated, managed, and administered by County. County shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.
- (c) County shall only be obligated to design and construct the waterline extension portion of the Project to the extent that sufficient funds are provided by City for the same pursuant to Section 5 of this Agreement.

5. **Allocation of Project Costs.** The City shall contribute funds for the Project Costs related to the construction costs for the oversizing of the proposed waterline extension from a twelve inch (12-inch) waterline to a sixteen inch (16-inch) waterline (the "Oversizing Costs"). The County shall be responsible for all other Project Costs. The Oversizing Costs are estimated at Two Hundred Seventeen Thousand Two Hundred Seventy Three and 00/100 Dollars (\$217,273.00) as provided in the Engineer's Recommendation of Award attached hereto as "Exhibit B" and incorporated by reference herein (the "Award

Recommendation"). City understands and agrees that the Project Costs may be higher or lower than the Award Recommendation, depending on the needs of the Project. In any event, City shall contribute one hundred percent (100%) of the Oversizing Costs to County as follows:

- (a) **Initial Payment:** Within thirty (30) days of receipt of an invoice for the Oversizing Costs and after the County's award of the Construction Contract as provided in Section 7 of this Agreement, City shall make an initial payment of \$217,273.00 to County (the "Initial Payment").
- (b) **Final Payment:** Within thirty (30) days of Completion of the Project, County shall furnish City with a full accounting of the funds expended on the Project related to the Oversizing Costs. Within thirty (30) days of City's acceptance of the full accounting provided by County, City shall remit payment to County for the total amount due for the Oversizing Costs related to the work performed and completed on the Project.
- (c) **Excess Funds:** If, during the course of full accounting of the Project referenced in section 5(b) above, it is discovered that excess funds were received by County from City for the Oversizing Costs related to the Project, County shall remit such excess funds that have not been used for the Oversizing Costs to City within thirty (30) days of County's full accounting of the Project.

- 6. **Design and Specifications.** County shall select the design engineer and design all aspects of the Project in accordance with County standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County Engineer. City, upon reasonable notice to County, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawing affecting the construction of the Project. City shall provide any comments or feedback regarding the design of the Project to the County Engineer no later than thirty (30) calendar days after its review. City acknowledges and agrees that the comments and feedback provided to County shall not be binding upon County, and the County Engineer, in his sole discretion, shall have the final determination regarding any comments or feedback received from the City for the design of the Project.
- 7. **Competitive Bid and Award.** County will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to County. County will notify the City of the amount of the recommended bid ("Notice of Bid"). County shall award the contract to the lowest responsible bidder, in County's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. County shall enter into a contract with the qualified bidder ("Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the Project Costs under such

contract. If County constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.

8. **Insurance Requirements.** County will require its Contractor's insurance policies to name City, in addition to County, as additional insured on all policies except for Worker's Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:
  - (a) Workers Compensation in accordance with the laws of the State of Texas. **Substitutes to genuine Workers' Compensation Insurance will not be allowed.**
  - (b) 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.
  - (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
9. **Construction of the Project.** After awarding the Construction Contract, County shall administer the Construction Contract for the benefit of the Parties. County shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). County shall approve or deny all applications for payment and requests for extensions of time and shall pay all valid pay applications issued under the Construction Contract(s). County shall approve or deny all change orders submitted under the Construction Contract(s). County shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by County to be necessary. In the event of any such termination, County shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as County determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with County's standards for road, drainage, and all related work. The costs of any necessary and approved completion work shall be considered part of the Project.
10. **Appropriation of Funds.** Each Party represents and warrants to the other that, as of the Effective Date of this Agreement, the governing body of each Party hereto has identified, appropriated, and set aside sufficient monies to fund the costs of the Project pursuant to the terms of this Agreement.
11. **Completion of the Project; Maintenance/ Ownership of Project Improvements.** Completion of the Project shall occur upon the Parties' final inspection of the Project and certified as complete by the County Engineer. Upon Completion of the

Project, County, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of the paving and drainage improvements within any portion of the Project, and any related improvements thereof. Upon Completion of the Project, City, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair for any portion of the waterline extension and the sanitary sewer line extension of the Project, including any related improvements. However, the County shall be responsible for the perpetual maintenance and repair for the sanitary sewer lift station and related force main.

12. **Inspection and Deficiencies.** City shall have the right to enter the Project Site and inspect the work performed by County for the Project. County shall notify City in writing of completion of the Project. Within thirty (30) days of completion of the Project, City shall notify County in writing of any complaints regarding any deficiencies and the quality of workmanship by County for the Project. County shall address and correct such deficiencies within a reasonable time, if the County Engineer determines that such deficiencies are actionable under the terms of the County's Construction Contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the County's sole discretion.
  
13. **Time for Performance and Termination.**
  - (a) County shall initiate the construction of the Project no later than twelve (12) months after bid opening, or within such time as may be extended by written amendment of the Parties.
  
  - (b) County, in its sole discretion, may elect to forgo construction of the Project at any time prior to award of the Construction Contract(s). County shall provide written notice to City of its decision to forgo such construction, and shall refund any amounts provided by City that have not been expended for the Project. County shall further provide the PS&E to City for City's construction of the Project.
  
14. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or

any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

15. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson St., 4th Floor  
Richmond, Texas 77469

And

Fort Bend County, Texas  
Attn: County Judge  
401 Jackson St, 1<sup>st</sup> Floor  
Richmond, Texas 77469

If to City: City of Rosenberg  
Attn: City Manager  
2110 4<sup>th</sup> Street  
P.O. Box 32  
Rosenberg, Texas 77471

16. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties. **IT IS ACKNOWLEDGED BY CITY THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
17. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

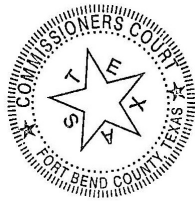
18. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.
19. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
20. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
21. **Severability.** In case any one or more of the provisions contained in this Agreement 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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
22. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
23. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
24. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
25. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
26. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

{Execution Page Follows}

**FORT BEND COUNTY, TEXAS**

KP George  
KP George, County Judge

September 9, 2025  
Date

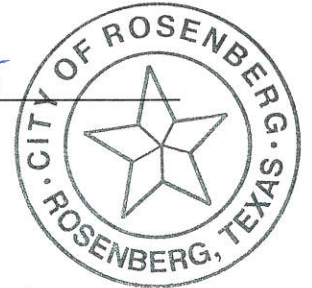


**ATTEST:**  
Laura Richard  
Laura Richard, County Clerk

**CITY OF ROSENBERG, TEXAS**

Joyce Vasut  
Joyce Vasut, City Manager

August 19, 2025  
Date



**ATTEST:**  
Danyel Swint  
Danyel Swint, City Secretary

**APPROVED:**  
J. Stacy Slawinski  
J. Stacy Slawinski, P.E.,  
County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 1,204,082.60 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant,  
County Auditor

i:\agreements\2025 agreements\engineering\city of rosenberg (25-eng-100139)\interlocal agmt - (county managed project) - city of rosenberg.docx - JLF

# EXHIBIT A

(Follows Behind)

CONSTRUCTION PLANS FOR

# FORT BEND COUNTY STELLA ROAD WATER & SANITARY SEWER EXTENSION FROM COTTONWOOD ROAD TO WEST FAIRGROUND ROAD CITY OF ROSENBERG

FORT BEND COUNTY  
STELLA ROAD WATER AND SANITARY  
SEWER EXTENSION FROM COTTONWOOD ROAD  
TO WEST FAIRGROUND ROAD

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	OVERALL SHEET LAYOUT & TEMPORARY BENCHMARK LOCATIONS
3	SUBDIVISION PLAN
4	SUBDIVISION PLAN
5	SUBDIVISION PLAN
6	UTILITY LAYOUT MAP
7	UTILITY LAYOUT MAP
8	STELLA ROAD - PLAN AND PROFILE STA. 14+00 TO 24+00
9	STELLA ROAD - PLAN AND PROFILE STA. 24+00 TO 34+00
10	STELLA ROAD - PLAN AND PROFILE STA. 34+00 TO 44+00
11	STELLA ROAD - PLAN AND PROFILE STA. 44+00 TO 54+00
12	STELLA ROAD - PLAN AND PROFILE STA. 54+00 TO 64+00
13	STELLA ROAD - PLAN AND PROFILE STA. 64+00 TO 74+00
14	STELLA ROAD - PLAN AND PROFILE STA. 74+00 TO 84+00
15	STELLA ROAD - PLAN AND PROFILE STA. 84+00 TO 94+00
16	STELLA ROAD - PLAN AND PROFILE STA. 94+00 TO 104+00
17	STELLA ROAD - PLAN AND PROFILE STA. 104+00 TO 114+00
18	STELLA ROAD - PLAN AND PROFILE STA. 114+00 TO 124+00
19	W. FAIRGROUND ROAD - PLAN AND PROFILE STA. 0+00 TO 4+00
20	W. FAIRGROUND ROAD - PLAN AND PROFILE STA. 4+00 TO 8+00
21	W. FAIRGROUND ROAD - PLAN AND PROFILE STA. 8+00 TO END
22	EROSION CONTROL PLAN
23	CONSTRUCTION NOTES
24	CONSTRUCTION DETAILS (WATER)
25	CONSTRUCTION DETAILS (WATER)
26	CONSTRUCTION DETAILS (SANITARY)
27	CONSTRUCTION DETAILS (SANITARY)
28	LIFT STATION DETAILS
29	28 ELECTRICAL LEGEND, NOTES, & SCHEDULES
30	28 ELECTRICAL SITE PLAN
31	28 ELECTRICAL ONE-LINE DIAGRAM
32	28 ELECTRICAL CONTROL DIAGRAMS I
33	28 ELECTRICAL CONTROL DIAGRAMS II
34	28 ELECTRICAL DETAILS I
35	28 ELECTRICAL DETAILS II
36	28 ELECTRICAL DETAILS III
37	ALTERNATE LIFT STATION

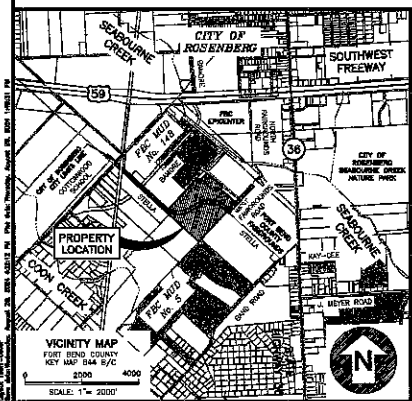
VINCENT M. MORALES, JR.  
COMMISSIONER  
PRECINCT 1

GRADY PRESTAGE  
COMMISSIONER  
PRECINCT 2

KP GEORGE  
COUNTY JUDGE

ANDY MEYERS  
COMMISSIONER  
PRECINCT 3

DEXTER L. McCOY  
COMMISSIONER  
PRECINCT 4



PREPARED BY:

## KALUZA INC

CONSULTING ENGINEERS & SURVEYORS

ENGINEERING FIRM No. F-1389  
SURVEYING FIRM No. 10010000  
3014 AVENUE I, ROSENBERG, TX. 77471  
PH.281.341.0508 FAX.281.341.6333

AUGUST, 2024

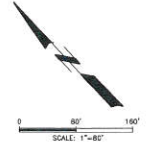
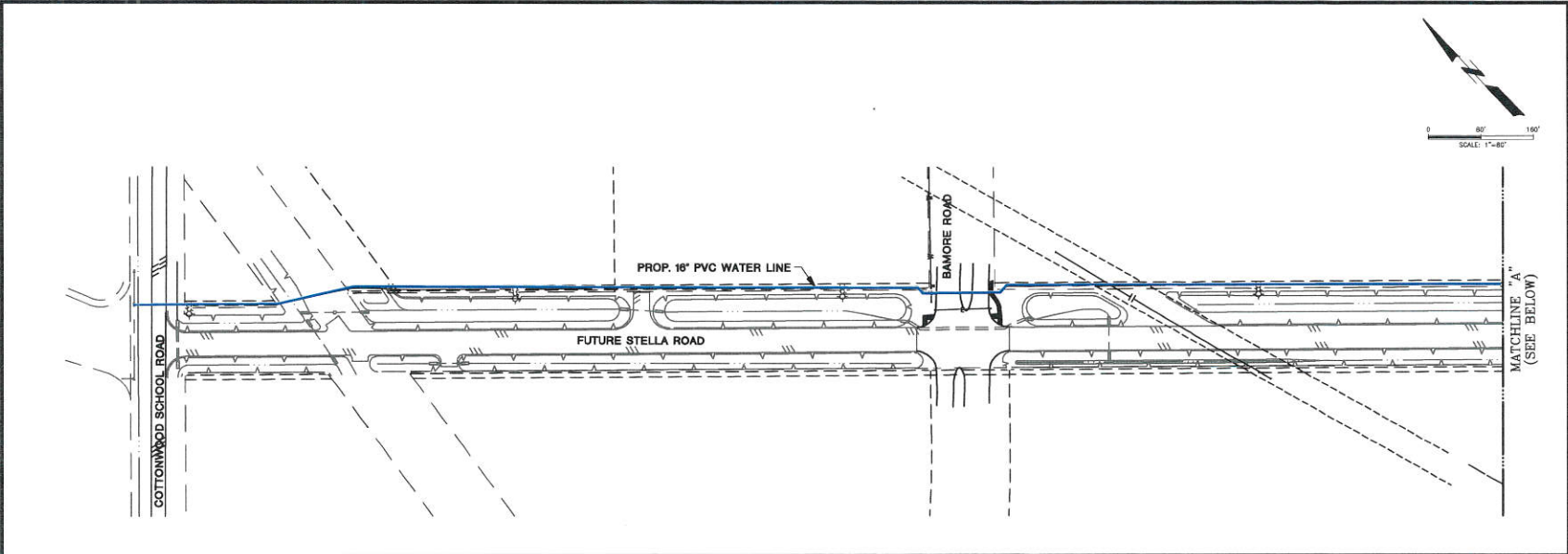
CHARLES A. KALKOMEY, PE  
CITY ENGINEER

RIGO CALZONCIN  
EXECUTIVE DIRECTOR OF PUBLIC SERVICES

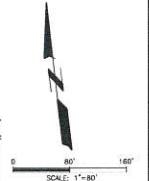
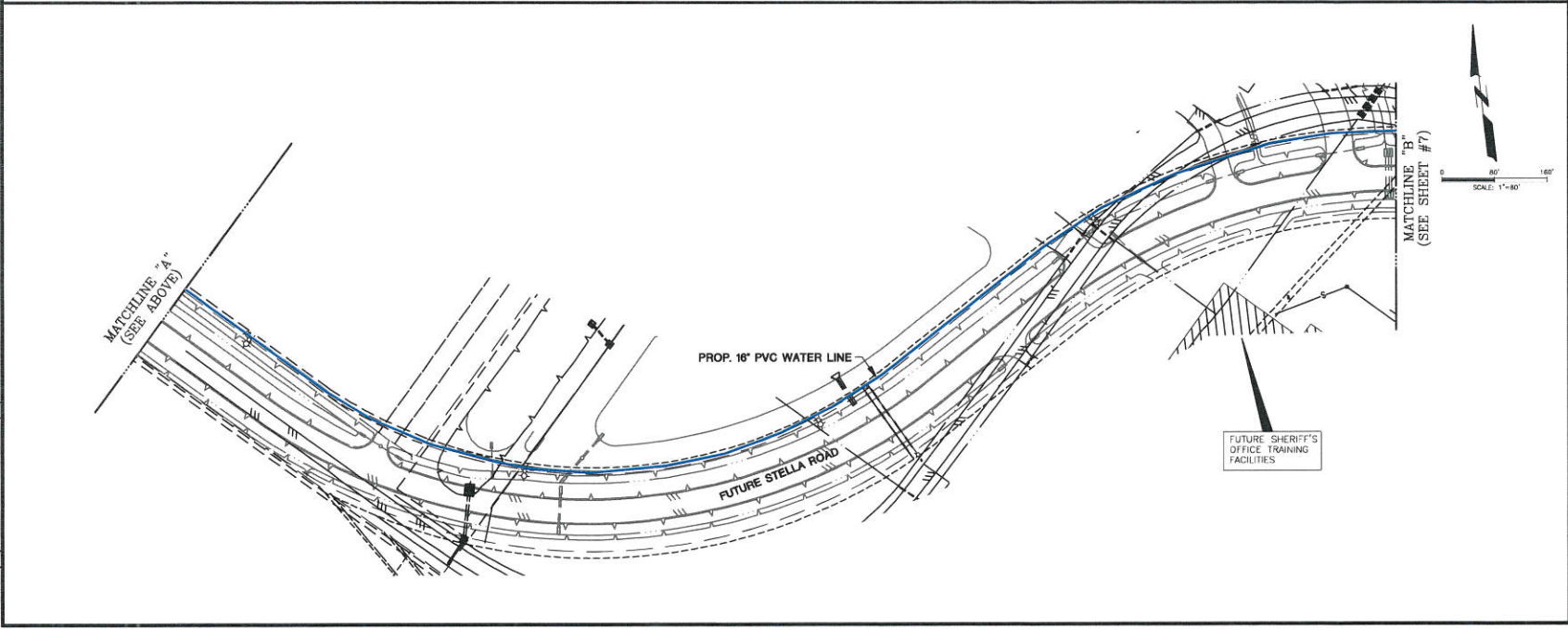
THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT COMMENCED IN ONE (1) YEAR FROM DATE OF APPROVAL

FORT BEND COUNTY STELLA ROAD WATER & SANITARY SEWER EXTENSION FROM COTTONWOOD ROAD TO WEST FAIRGROUND ROAD

This drawing is the property of KALUZA INC. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of KALUZA INC.



NO.	DATE	REVISIONS	APP.



FORT BEND COUNTY  
 STELLA ROAD  
 WATER & SANITARY SEWER  
 EXTENSION FROM  
 COTTONWOOD SCHOOL ROAD  
 TO WEST FAIRGROUND ROAD

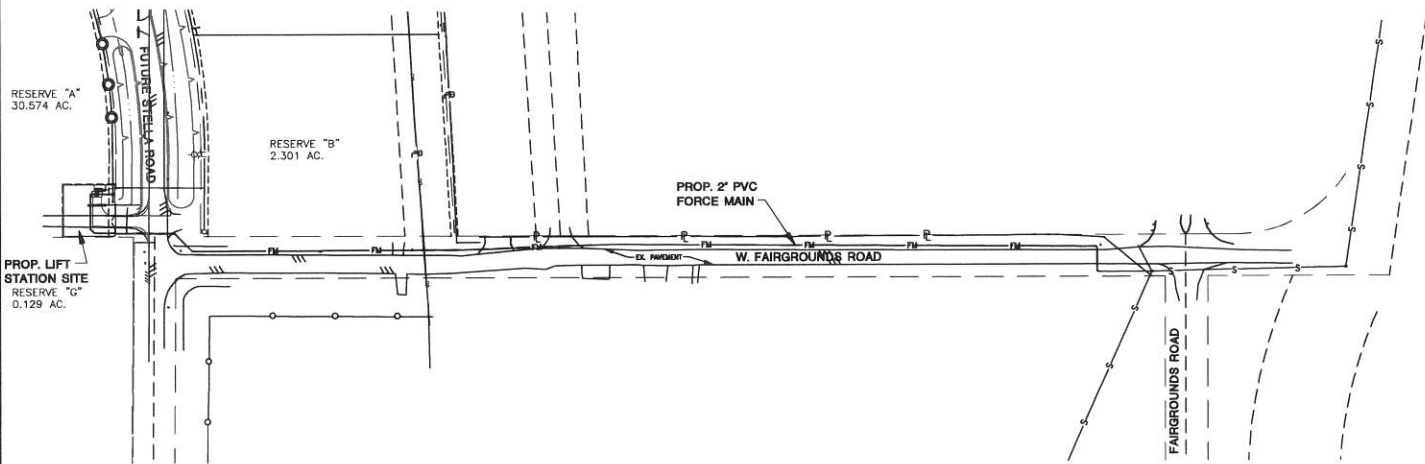
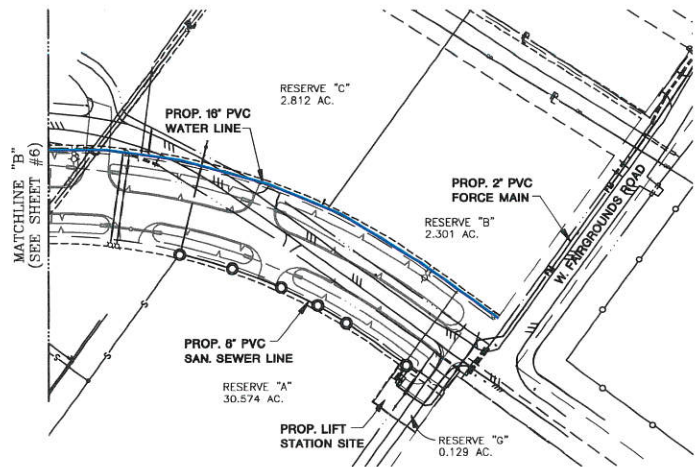
OVERALL UTILITY LAYOUT

**KALUZA**  
 INC.  
 CONSULTING ENGINEERS & SURVEYORS  
 ENGINEERING FIRM No. F-1238  
 SURVEYING FIRM No. 10010000  
 3014 AVENUE I, HOUSTON, TX 77041  
 PH: 281-341-0808 FAX: 281-341-8033



SHEET No.  
**6**

SCALE: HORIZ.:	DRAWN BY: JLS
VERT.:	APP. BY:
DATE: AUGUST 29, 2024	AS/ COUNTY:



File Name: \\s:\projects\2024\082124-0001-0001-0001-0001.dwg  
 User: jhughes  
 Date: 8/21/24 10:58:12 AM  
 Plot Date: 8/21/24 10:58:12 AM  
 Plot Scale: 1"=80'

NO.	DATE	REVISIONS	APP.

FORT BEND COUNTY  
 STELLA ROAD  
 WATER & SANITARY SEWER  
 EXTENSION FROM  
 COTTONWOOD SCHOOL ROAD  
 TO WEST FAIRGROUND ROAD

OVERALL UTILITY LAYOUT

**KALUZA**  
**INC**  
 CONSULTING ENGINEERS & SURVEYORS  
 ENGINEERING FIRM NO. F-1328  
 SURVEYING FIRM NO. 10510002  
 2014 AVENUE L, ROSENBERG, TX 77471  
 PH: 281.341.0608 FAX: 281.341.0203



SHEET No.  
7

SCALE: HORIZ. DRAWN BY: JUS  
 VERT. APP. BY: JUS  
 DATE: AUGUST 20, 2024 AS/ COUNTY:

# **EXHIBIT B**

(Follows Behind)

# KALUZA INC

**Consulting Engineers & Surveyors**  
Engineering Firm No. F-1339 | Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

September 27, 2024

Mr. Chris Surface, P.E.,  
Project Manager  
Stonehenge Holdings, LLC  
99 Detering Street, Suite 164  
Houston, TX 77007

**RE: Engineer's Recommendation of Award of Construction Contract for Fort Bend County Stella Road Water & Sanitary Sewer Extension from Cottonwood Road to West Fairground Road, City of Rosenberg, Texas**

Dear Mr. Surface:

Construction bids were received and formally opened at 10:00 a.m. on Thursday, September 26, 2024 for the above referenced project. A total of five (5) construction bids were received and opened; one bid was rejected as it was submitted incomplete.

Enclosed for your review, file, and distribution is the bid spreadsheet tabulating the construction bids received. A summary of the bids with the Base Bid, Alternate Bid No. 1, Alternate Bid No. 2, Total Amount Bid with Alternate No. 1, and Total Amount Bid with Alternate No. 2, and the number of calendar days for the project are as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alt. Bid No. 1</b>	<b>Alt. Bid No. 2</b>	<b>Total No. Cal. Days</b>
<b>JTM Construction, LLC</b>	\$1,276,730.60	\$419,972.30	\$156,658.00	125
<b>Hurtado Construction Co.</b>	\$1,980,506.98	\$509,205.74	\$668,000.00	195
<b>R.L. Siteworx, Inc.</b>	\$2,008,855.80	\$563,162.40	\$399,811.88	140.96
<b>Texas Sterling Construction</b>	\$2,449,370.00	\$590,651.25	\$475,358.00	195

The bids were checked for completeness and mathematical errors. JTM Construction, LLC had two (2) minor mathematical errors, Hurtado Construction Co. had a minor math error, and R.L. Siteworx, Inc. had several math errors; however, none of these errors affected bidder status. JTM Construction, LLC was the low bidder for the project. We have worked with JTM Construction, LLC on other project and find them competent to complete this project.

Mr. Chris Surface, P.E.  
Stonehenge Holdings, LLC  
September 27, 2024  
Page 2

After evaluating the 16" and 12" water line construction cost along Stella Road, we calculated a price difference of \$217,273.00 less to construct the 12" water line. This is the price difference for oversizing the water line to meet the City of Rosenberg water-wastewater master plan. We are recommending that Stonehenge Holdings, LLC accept the construction bids received on the project and enter into a construction contract with JTM Construction, LLC for the Base Bid and Alternate Bid No. 2, in the amount of \$1,204,082.60. If you have any questions, please contact me.

Sincerely,

**KALUZA, INC.**



Duane H. Whitehead, P.E.  
Project Engineer

DHW/msg  
Enclosures

cc: Jonathan Chavez, Stonehenge Holdings, LLC  
JTM Construction, LLC