

February 25, 2010

ADDENDUM NO. 1

**LAKES AT GRAND HARBOR, SECTION THREE
WATER DISTRIBUTION, SANITARY SEWER
AND DRAINAGE IMPROVEMENTS
WITHIN
HARRIS-FT. BEND COUNTIES M.U.D. NO. 3
HARRIS COUNTY, TEXAS
VVI Project No. : 03607-004-1-UTL (c&e)**

Notice to Bidders:

For the bid of the above referenced project:

1. It has been brought to my attention that Sheet 18 of 31 of the Master Land Trade Contractor Agreement is missing in some of the Bid Documents. Please insert the attached Sheet 18 into the Bid Documents.
2. On the Bid Proposal, Sanitary Sewer System Item No. 2- 8" SDR 26 PVC Sanitary Sewer (Bore & Jack) has changed to 8" Ductile Iron Pipe (Bore & Jack). Please insert and use the attached revised Bid Proposal.

Please contact me if there are any questions or comments. Thank you.

Sincerely,



Scott G. Novosad, P.E., CFM

to the extent necessary to verify Contractor's representations and charges to Centex and compliance with this Agreement. Such review shall include, without limitation, a review by Centex of Contractor's invoices for Materials, hourly wage rates, hours to perform Work, any volume incentives and rebates received by Contractor, benefits and insurance provided to Contractor's employees, Contractor's carrying costs of money, costs to kit, handle, fabricate and/or deliver Materials, and taxes paid or payable by Contractor. Contractor shall reasonably cooperate with Centex or its designated representatives in connection with such review. Upon completion of any such review, Centex and Contractor shall review the report together and work in good faith to agree upon any adjustment of charges (including any reimbursement of any overpayment) resulting from the review.

20. Indemnification.

- 20.1 To the maximum extent permitted by law, Contractor hereby agrees to save, indemnify and keep harmless Centex, its Affiliates, and their respective officers, directors, partners, shareholders, members, employees, successors and assigns (collectively, "Indemnitees"), against: all liability, expenses (including reasonable attorneys fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be the sole negligence of Indemnitees. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. Contractor's duty to indemnify Indemnitees shall arise even if Indemnitees are the only parties sued by claimant and/or claimant alleges that Indemnitees' negligence was the sole cause of claimant's damages. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by: (a) a Contractor's Agent who has been injured on property owned by Indemnitees; (b) a homeowner or association; and (c) a third party claiming patent, trademark, or copyright infringement.
- 20.2 Contractor will defend Claims which may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 20.3 In the event Indemnitees are required to mediate or arbitrate a Claim with a homeowner arising out of or relating to the Work performed under this Agreement, Indemnitees may, in their sole discretion, require Contractor to participate in the mediation and/or arbitration in accordance with the Federal Arbitration Act. The Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Supplementary Consumer/Residential Construction Industry Arbitration Rules of the AAA Rules shall apply. Any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 20.4 The provisions of this Section 20 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

21. Insurance. Contractor shall carry, with insurance companies rated A- VII or better by A.M. Best Company, the following insurance coverage continuously during the life of this Agreement, and thereafter as provided below:

21.1 Commercial General Liability Coverage.

- (a) Commercial General Liability Insurance ("CGL") coverage shall be on an occurrence form containing limits of at least \$1,000,000 per occurrence/

PROPOSAL

Date: _____

Bid of _____, an individual proprietorship/a corporation organized and existing under laws of the State of Texas/a partnership consisting of _____, for construction of:

Lakes of Grand Harbor, Section Three
Water Distribution, Sanitary Sewer & Drainage Improvements within
Harris-Fort Bend Counties MUD No. 3
Harris County, Texas
V&V Project No. 03607-004-1-UTL

Bids will be received until **2:00 p.m., Thursday, March 4, 2010** in the offices of Van De Wiele & Vogler, Inc., located at 2925 Briarpark Drive, Suite 275, Houston, Texas 77042.

To: Centex Homes
10370 Richmond Avenue, Suite 1200
Houston, Texas 77042

The undersigned as Bidder, proposes to construct the above described improvements and appurtenances for the unit prices on the attached sheets bearing his signature for identification.

As bidder he also declares that he has carefully examined the Bid Documents which include the Invitation to Bidders, the Instructions to Bidders, this Proposal, the Form of Contract, the General and Special Conditions, the Technical Specifications and the Construction Plans for the work herein above described, and is familiar with the site and agrees to furnish all necessary labor, tools, equipment, superintendence, machinery, and other items incidental to construction; and will perform all the work and furnish all the materials required by the Contract and Specifications according to the requirements of the Engineer as herein set forth.

It is understood and agreed that the unit price bid shall apply for additions to or deletions from the work as directed by the Engineer.

If awarded the Contract, the undersigned will furnish Certificates of Insurance, Performance and Payment Bonds in the full amount of the Contract; and agrees to execute and deliver a Contract to the Owner within ten (10) days after the award of said Contract; and will commence work on the project not more than ten (10) calendar days after the notice to proceed; and will faithfully and diligently thereafter pursue the work to completion and acceptance within the time indicated in this Proposal for consecutive calendar days.

It is further agreed that a Bid Bond, Cashier's Check or Certified Check in the amount of five percent (5%) of the total project bid must accompany this Proposal for the bid to be valid.

It is further agreed that both this Proposal and the "Standard Forms of Agreement Between Owner and Contractor", as adopted by the Engineers Joint Contract Documents Committee, duly executed, shall form the Contract between the Contractor and the Owner. Said forms, as currently revised, are hereby made a part of the Contract Documents with the same force and effect as though bound herein. Copies of these forms are available for review and may be examined in the offices of the Engineer.

Prior to the execution of this Contract Proposal, the undersigned bidding Contractor does hereby certify that the bid is genuine and not made in the interest of other firms, cooperative or in behalf of any undisclosed persons or interest other than sole bidder submitting this bid by signatures. The bidding Contractor also certifies that he is not solicited or being induced by any other firms to submit false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

It is understood that the Contractor is subject to a deduction from payments due him if the work is not completed within the specified number of calendar days. This deduction will be based on the schedule included in the "Special Conditions of the Agreement" which is a part of the bid and Contract Documents.

It is understood that the Owner reserves the right to reject any and all bids.

The award may be made on the Base Bid alone, or the Base Bid and any alternates or substitutions.

The Owner will choose the most advantageous bid while considering both amount bid and completion time.

By execution and submission of this Bid, Bidder represents and warrants to Owner that Bidder has read and understands the Bid Documents and the Contract Documents and this Bid is made in accordance with the Bid Documents.

**BID PROPOSAL
LAKES AT GRAND HARBOR, SECTION THREE-WATER DISTRIBUTION,
SANITARY SEWER AND DRAINAGE IMPROVEMENTS
WITHIN HARRIS-FORT BEND COUNTIES M.U.D. NO. 3
HARRIS COUNTY, TEXAS
PROJECT NO. 03607-004-1-UTL (c&e)**

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|---|--|------|-----------------------|---------------|-----------|
| <u>LAKES AT GRAND HARBOR, SECTION THREE</u> | | | | | |
| <u>WATER DISTRIBUTION SYSTEM</u> | | | | | |
| 1. | 8" Wet Connection | Each | 1 | \$ | \$ |
| 2. | 12"x8" TS&V | Each | 1 | \$ | \$ |
| 3. | 4" C900 PVC CL 150 Waterline | LF | 208 | \$ | \$ |
| 4. | 6" C900 PVC CL 150 Water Line | LF | 66 | \$ | \$ |
| 5. | 8" C900 PVC CL 150 Water Line | LF | 1,763 | \$ | \$ |
| 6. | 6" Restrained Joint Pipe | LF | 23 | \$ | \$ |
| 7. | 8" Restrained Joint Pipe | LF | 137 | \$ | \$ |
| 8. | 2" Blow-off Valve & Box | Each | 2 | \$ | \$ |
| 9. | 6" GV & Box | Each | 2 | \$ | \$ |
| 10. | 8" GV & Box | Each | 3 | \$ | \$ |
| 11. | Fire Hydrants (incl./tee & 6" GV&Box) | Each | 6 | \$ | \$ |
| 12. | 6" Fire Hydrant lead | LF | 31 | \$ | \$ |
| 13. | Water Utility Spoils (To Be Spread On Lots) | CY | 353 | \$ | \$ |
| 14. | Cast Iron Fittings (To Be Used Only With Engineer's Authorization) | Ton | 2 | \$ | \$ |
| 15. | Extra Bank Sand (To Be Used Only With Engineer's Authorization) | CY | 300 | \$ | \$ |
| 16. | OSHA Trenching Safety System (All Depths) | LF | 2,228 | \$ | \$ |
| SUB-TOTAL LAKES AT GRAND HARBOR, SECTION THREE WATER DISTRIBUTION SYSTEM | | | | | \$ |

**BID PROPOSAL
LAKES AT GRAND HARBOR, SECTION THREE-WATER DISTRIBUTION,
SANITARY SEWER AND DRAINAGE IMPROVEMENTS
WITHIN HARRIS-FORT BEND COUNTIES M.U.D. NO. 3
HARRIS COUNTY, TEXAS
PROJECT NO. 03607-004-1-UTL (c&e)**

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|---|--|------|-----------------------|---------------|-----------------|
| <u>LAKES AT GRAND HARBOR, SECTION THREE</u> | | | | | |
| <u>SANITARY SEWER SYSTEM</u> | | | | | |
| 1. | 8" SDR 26 PVC Sanitary Sewer Pipe (All Depths) | LF | 2,064 | \$ _____ | \$ _____ |
| 2. | 8" Ductile Iron Pipe (Bore & Jack) | LF | 48 | \$ _____ | \$ _____ |
| 3. | Sanitary Sewer Manhole (Tied to Existing 8" Sanitary Sewer) | Each | 1 | \$ _____ | \$ _____ |
| 4. | Sanitary Sewer Manhole (All Depths) | Each | 23 | \$ _____ | \$ _____ |
| 5. | Standard Drop Manhole | Each | 3 | \$ _____ | \$ _____ |
| 6. | 6" SDR 26 Sanitary Sewer Lead | LF | 500 | \$ _____ | \$ _____ |
| 7. | 6"x6" Wye (including 6" Plugs) | Each | 19 | \$ _____ | \$ _____ |
| 8. | Stacks (All Depths) | Each | 19 | \$ _____ | \$ _____ |
| 9. | Sanitary Utility Spoils (To Be Spread On Lots) | CY | 417 | \$ _____ | \$ _____ |
| 10. | Television Inspection of Sanitary Sewer Line | LF | 2,112 | \$ _____ | \$ _____ |
| 11. | Trench Dewatering (To Be Used Only With Engineer's Authorization) | LF | 300 | \$ _____ | \$ _____ |
| 12. | Crushed Stone Foundation (To Be Used Only With Engineer's Authorization) | LF | 300 | \$ _____ | \$ _____ |
| 13. | Extra Cement Stabilized Sand (To Be Used Only With Engineer's Authorization) | CY | 200 | \$ _____ | \$ _____ |
| 14. | OSHA Trenching Safety System (All Depths) | LF | 2,564 | \$ _____ | \$ _____ |
| SUB-TOTAL LAKES AT GRAND HARBOR, SECTION THREE SANITARY SEWER SYSTEM | | | | | \$ _____ |

BID PROPOSAL
LAKES AT GRAND HARBOR, SECTION THREE-WATER DISTRIBUTION,
SANITARY SEWER AND DRAINAGE IMPROVEMENTS
WITHIN HARRIS-FORT BEND COUNTIES M.U.D. NO. 3
HARRIS COUNTY, TEXAS
PROJECT NO. 03607-004-1-UTL (c&e)

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|---|--|------|-----------------------|---------------|-----------------|
| <u>LAKES AT GRAND HARBOR, SECTION THREE</u> | | | | | |
| <u>STORM SEWER SYSTEM</u> | | | | | |
| 1. | 24" ASTM C-76 CLIII RCP (All Depths) | LF | 1,125 | \$ _____ | \$ _____ |
| 2. | 30" ASTM C-76 CLIII RCP (All Depths) | LF | 92 | \$ _____ | \$ _____ |
| 3. | 36" ASTM C-76 CLIII RCP (All Depths) | LF | 172 | \$ _____ | \$ _____ |
| 4. | 42" CGMP (All Depths) | LF | 57 | \$ _____ | \$ _____ |
| 5. | 24" RCP Inlet Lead | LF | 260 | \$ _____ | \$ _____ |
| 6. | Type "B-B" Inlet | Each | 14 | \$ _____ | \$ _____ |
| 7. | Type "C" Manhole (24"-42") | Each | 15 | \$ _____ | \$ _____ |
| 8. | Sawcut Existing Pilot Channel | LF | 45 | \$ _____ | \$ _____ |
| 9. | Remove and Dispose of Existing Pilot Channel | SY | 22 | \$ _____ | \$ _____ |
| 10. | 12' Wide Concrete Pilot Channel | SY | 116 | \$ _____ | \$ _____ |
| 11. | Emergency Overflow Swale | LF | 134 | \$ _____ | \$ _____ |
| 12. | Articulated Concrete Block (Emergency Overflow Swale) | SY | 348 | \$ _____ | \$ _____ |
| 13. | Regrade Existing Detention Pond Backslope Swale | LF | 130 | \$ _____ | \$ _____ |
| 14. | Storm Utility Spoils (To Be Spread On Lots) | CY | 729 | \$ _____ | \$ _____ |
| 15. | Extra Cement Stabilized Sand (To Be Used Only With Engineer's Authorization) | CY | 200 | \$ _____ | \$ _____ |
| 16. | OSHA Trenching Safety System (All Depths) | LF | 1,706 | \$ _____ | \$ _____ |
| SUB-TOTAL LAKES AT GRAND HARBOR, SECTION THREE STORM SEWER SYSTEM | | | | | \$ _____ |
| GRAND TOTAL OF LAKES AT GRAND HARBOR, SECTION THREE-WATER DISTRIBUTION, SANITARY SEWER AND DRAINAGE IMPROVEMENTS | | | | | \$ _____ |

BID PROPOSAL

The undersigned will construct and complete this Contract within _____ consecutive calendar days from and including the date work is to commence as specified in the work order.

This proposal shall be considered part of the Contract.

TOTAL PROJECT BID: \$ _____

BIDDER: _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

ATTEST:

BY _____

Seal (If Bidder is Corporation)

ADDENDUM NO. _____

DATE RECEIVED _____