

**Waller County Tabulation
Bid 26-011
Reconstruction of Adams Flat Road**

Recommendation: Durwood Greene Construction \$4,815,435.00

Company	Bid Price
Durwood Greene Construction	\$4,815,435.00
Larry Young Paving	\$4,840,245.00
Forde Construction Co.	\$5,750,880.00
AAA Asphalt Paving	\$5,875,270.00
Texas Materials	\$6,147,556.50
Texas Sterling Construction	\$6,202,618.10
Craig & Heidt, Inc.	\$6,354,940.00

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*** NOTE: Yellow highlighted cells were revised to incorporate the required minimum bid of \$6,000.00



Jaime Kovar
Waller County Procurement Director

July 28, 2026

TO: All Prospective Bidders

RE: Addendum No. 1 – Waller County Bid 26-011 – Reconstruction of Adams Flat Road for
Waller County Engineering

Addendum 1:

Attached is addendum 1 provided by engineer for vendors to utilize while preparing their solicitation response. Revisions include replaced project manual, drawings, and bid form in its entirety, as well as Questions and Answers.

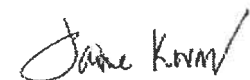
Vendor must sign and return Addendum 1 with bid submittal.

Durwood Greene Construction Co.
Company Name

	Stephen W. Maynard	
	Vice President	8/06/2026
Signature of person receiving addendum		Date

If you have any questions, please contact Jaime Kovar at: j.kovar@wallercounty.us

Sincerely,



Jaime Kovar
Waller County Procurement Director

ADDENDUM #1, BID 26-011 ADAMS FLAT RD BID ITEM LIST					Vendor: <u>Durwood Greene Construc</u>	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price
A	<u>SITE PREPARATION & EARTHWORK</u>					
1	Preparing Right-of-way (Minimal, includes incidental debris removal and localized clearing within project limits only.)	HC 100.01	STA	97	\$ 1,200.00	\$ 116,400.00
2	Project Sign	Drawing	EA	2	\$ 1,500.00	\$ 3,000.00
3	Remove Concrete Driveways (All Depths)	HC 104.04	SY	150	\$ 25.00	\$ 3,750.00
4	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	HC 105.01	SY	22900	\$ 8.00	\$ 183,200.00
5	Remove and Dispose Existing Asphalt & Gravel Driveway and Base Material (All Depths)	HC 105.02	SY	2600	\$ 8.00	\$ 20,800.00
6	Remove and Dispose of Existing Plastic Pipe (All Sizes)	HC 108.14	LF	100	\$ 30.00	\$ 3,000.00
7	Remove and Dispose of Existing Concrete Pipe (All Sizes)	HC 108.17	LF	1000	\$ 30.00	\$ 30,000.00
8	Roadway and Ditch Excavation	HC 110.01	CY	19600	\$ 7.50	\$ 147,000.00
9	Remove and Relocate Existing Signs and Mailboxes	HC 502.01	LS	1	\$ 22,000.00	\$ 22,000.00
10	Remove and Dispose Existing Signs and Mailboxes	HC 502.03	LS	1	\$ 22,000.00	\$ 22,000.00
11	Relocate Brick Mailbox	TxDOT 560	EA	1	\$ 1,500.00	\$ 1,500.00
						\$ 552,650.00
B	<u>PAVING ITEMS</u>					
12	Flexible Base Course (Residential Driveways), 8-inch	HC 247.03	SY	2500	\$ 36.00	\$ 90,000.00
13	Cement for Subgrade Stabilization	HC 275.01	TON	600	\$ 220.00	\$ 132,000.00
14	Manipulation of Cement for Stabilized Subgrade, 8-inch	HC 275.03	SY	30200	\$ 4.50	\$ 135,900.00
15	8" Dense-Graded Hot-mix Asphalt Base Course (TY-B PG64-22) (Roadway & Commercial Driveways)	HC 292.01	TON	13600	\$ 127.00	\$ 1,727,200.00
16	Tack Coat (CSS-1H)	HC 312.01	GAL	1800	\$ 3.75	\$ 6,750.00
17	Emulsified Asphalt Prime Coat	HC 314.01	GAL	500	\$ 2.50	\$ 1,250.00
18	3" Dense-Graded Hot-mix Asphalt Surface Course (TY-D SAC-B PG64-22) (Roadway & Driveways)	HC 341.04	TON	5355	\$ 147.00	\$ 787,185.00
19	8" Cement-Stabilized Sand for Commercial Driveways	HC 400.07	SY	800	\$ 22.00	\$ 17,600.00
20	High Early Strength Concrete Driveway, 7-inch	HC 530.14	SY	150	\$ 100.00	\$ 15,000.00
21	Terminal Section (Timber Post) ((12 Gauge) (Furnish and Install))	HC 540.23	EA	16	\$ 200.00	\$ 3,200.00
22	3/4-inch Preformed Expansion Joint / Board Isolation Joint for Driveways	Drawing	LF	900	\$ 8.00	\$ 7,200.00
23	Metal Beam Guard Fence With Mow Strip (Timber Post) ((12 Gauge) (Furnish and Install))	HC 540.19	LF	120	\$ 200.00	\$ 24,000.00
24	Terminal Section (Timber Post) ((12 Gauge) (Furnish and Install))	HC 540.23	EA	2	\$ 200.00	\$ 400.00
						\$ 2,947,685.00
C	<u>STORM WATER ITEMS</u>					
25	Ditch Regrading – Selected Areas as per Profiles	HC 110.04	LF	1,000.00	\$ 17.00	\$ 17,000.00
26	Trench Excavation Protection (5 FT to 10 FT)	HC 402.01	LF	800	\$ 2.00	\$ 1,600.00
27	Reinforced Concrete Pipe (Cross Culverts) (Circular) (24") (CL III)	HC 464.01	LF	110	\$ 120.00	\$ 13,200.00
28	Reinforced Concrete Pipe (Circular) (42") (CL III)	HC 464.07	LF	90	\$ 280.00	\$ 25,200.00
29	Reinforced Concrete Pipe (Circular) (48") (CL III)	HC 464.09	LF	40	\$ 350.00	\$ 14,000.00
30	Reinforced Concrete Pipe, C76, Class III, Tongue & Groove, Driveway (24")	HC 464.30	LF	1600	\$ 120.00	\$ 192,000.00
31	SET (TYPE II) (24 IN RCP) (4:1) (CD-SPR)	HC 467.23	EA	6.00	\$ 2,800.00	\$ 16,800.00
32	SET (TYPE II) (42 IN RCP) (4:1) (CD-SPR)	HC 467.26	EA	3.00	\$ 6,000.00	\$ 18,000.00
33	SET (TYPE II) (48 IN RCP) (4:1) (CD-SPR)	HC 467.27	EA	2.00	\$ 6,100.00	\$ 12,200.00
34	Concrete Headwall with Parallel Wings, Non-Skewed, For 42-Inch RCP, Including Riprap Apron	TxDOT 466	EA	1.00	\$ 19,000.00	\$ 19,000.00
					Subtotal of C	\$ 329,000.00

ADDENDUM #1, BID 26-011 ADAMS FLAT RD BID ITEM LIST					Vendor: <u>Durwood Greene Construc</u>	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price
D	PAVEMENT MARKINGS AND SIGNS					
35	Installation of Permanent Signs (Signs, Poles, Anchors, and Hardware)	HC 636.01	EA	50	\$ 700.00	\$ 35,000.00
36	Traffic Sign - Plaque	HC 636.03	EA	20	\$ 60.00	\$ 1,200.00
37	Delineators and Object Markers (Independently Housed)	HC 658.01	EA	30	\$ 500.00	\$ 15,000.00
38	Retroreflectorized Pavement Markings (Type I) (4 in, White, Solid, Thermoplastic) (90 Mil)	HC 666.04	LF	20000	\$ 0.60	\$ 12,000.00
39	Retroreflectorized Pavement Markings (Type I) (4 in, Yellow, Solid, Thermoplastic) (60 Mil)	HC 666.08	LF	3400	\$ 0.60	\$ 2,040.00
40	Retroreflectorized Pavement Markings (Type I) (4 in, Yellow, Dashed, Thermoplastic) (90 Mil)	HC 666.16	LF	8500	\$ 0.60	\$ 5,100.00
41	Retroreflectorized Pavement Markings (Type I) (24 in, White, Solid, Thermoplastic) (90 Mil)	HC 666.07	LF	80	\$ 12.00	\$ 960.00
42	Retroreflectorized Pavement Markings (Type II) (Single Arrow)	HC 666.44	EA	2	\$ 350.00	\$ 700.00
43	Retroreflectorized Pavement Markings (Type II) (Double Arrows)	HC 666.45	EA	2	\$ 375.00	\$ 750.00
					Subtotal of D	\$ 72,750.00
E	TRAFFIC CONTROL					
44	Traffic Control - Flaggers, Barricades, Barriers, Barrels, Cones, and Signing	HC 694.01	MO	9	\$ 4,500.00	\$ 40,500.00
45	Temporary Commercial Driveways - Furnish-Install & Remove	HC 694.03	EA	4	\$ 2,000.00	\$ 8,000.00
46	Temporary Residential Driveways - Furnish-Install & Remove	HC 694.04	EA	20	\$ 800.00	\$ 16,000.00
47	Constructing Detours (Temp. Pavement Widening) (2" Hot Mix Asphalt and 6" Stabilized Base), Complete in Place, in accordance with plans and specifications	HC 697.01	SY	6500	\$ 62.00	\$ 403,000.00
48	Traffic Control - Temp. Traffic Signal	TxDOT 681	MO	9	\$ 6,200.00	\$ 55,800.00
49	Dynamic Message Sign (All Phases)	TxDOT SS 6028	EA	2	\$ 12,000.00	\$ 24,000.00
					Subtotal of E	\$ 547,300.00
F	STORMWATER (SWPPP)					
50	Seeding for Erosion Control	HC 164.05	SY	64000	\$ 0.55	\$ 35,200.00
51	Temporary Sediment-Control Fence (60% installation and 40% removal)	HC 591.08	LF	22000	\$ 0.50	\$ 11,000.00
52	Rock Filter Dam (Type 2, 60% installation and 40% removal)	HC 591.02	LF	400	\$ 60.00	\$ 24,000.00
53	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	HC 591.11	MO	9	\$ 6,000.00	\$ 54,000.00
					Subtotal of F	\$ 124,200.00
G	EXTRA WORK ITEMS					
54	Off-site Borrow Material	HC 130.01	CY	500	\$ 16.00	\$ 8,000.00
55	Lime (Hydrated Lime - Dry)	HC 265.01	TON	40	\$ 355.00	\$ 14,200.00
56	Fly Ash (Class FS)	HC 265.05	TON	90	\$ 150.00	\$ 13,500.00
57	Lime-Fly Ash Treatment Subgrade (Road-Mixed), 8-12 inch	HC 265.09	SY	3000	\$ 5.00	\$ 15,000.00
58	Reinforced Concrete Slope Paving (5")	HC 432.03	SY	200	\$ 130.00	\$ 26,000.00
59	Install New Residential and Commercial Mailboxes	TxDOT 560	EA	6	\$ 375.00	\$ 2,250.00
60	Brick Mailbox	TxDOT 560	EA	2	\$ 1,500.00	\$ 3,000.00
61	Tree Protection and Trimming	HC 501.01	EA	3	\$ 500.00	\$ 1,500.00
62	Tree Protection with Barrier (Orange Fence)	HC 501.03	EA	3	\$ 300.00	\$ 900.00
63	Video Recording Construction	HC 561.01	LS	1	\$ 2,500.00	\$ 2,500.00
64	Off-Duty Uniformed Peace Officer - As Directed by Engineer (Min. Bid \$65/HR)	HC 695.01	HR	1000	\$ 65.00	\$ 65,000.00
65	Contingency		LS	1	\$ 90,000.00	\$ 90,000.00
					Subtotal G	\$ 241,850.00
Grand Total Items (A-G)						\$ 4,815,435.00

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Durwood Greene Construction Co.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-1654993

Principal Place of Business Address: 10126 Cash Road
Stafford, TX 77477

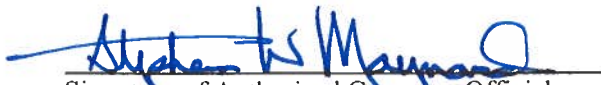
Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Durwood Greene Construction Co.
P.O. Box 1338 Stafford, TX 77497

List any other names the Company uses, or is known by (dba, aka, etc.):

Durwood Greene Construction Co.
Company Name

8/06/2026
Date


Signature of Authorized Company Official

Stephen W. Maynard
Printed Name

smaynard@durwoodgreene.com
Email address

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

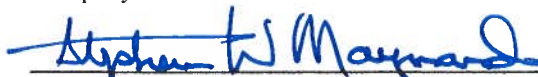
☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Durwood Greene Construction Co.

Company Name



Signature of Authorized Company Official

8/06/2026

Date

Stephen W. Maynard - Vice President

Printed Name

Contract Sheet

**Contract Sheet
Bid 26-011**

**THE STATE OF TEXAS
COUNTY OF WALLER**

This Contract is made and entered into on the _____ day of _____, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Durwood Greene Construction Co., of the City of Stafford, County of Fort Bend, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Reconstruction of Adams Flat Road for Waller County**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word, and the County agrees to pay the Contractor the total amount of:

\$ 4,815,435.00	Four Million Eight Hundred Fifteen Thousand Four Hundred Thirty-Five and No/100 Dollars
(Figures)	(Words)

The Contractor hereby agrees to commence work on the date specified in the written Notice to Proceed to be issued by the County, and to finally complete construction of the improvements, as required by the Contract Documents within 180 calendar days. Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

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.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____ day of _____, 20____.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

Date

ATTEST

Debbie Hollan, County Clerk


By: Signature of Contractor

8/06/2026

Date

Stephen W. Maynard - Vice President

Printed Name and Title of Signatory

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Durwood Greene Construction Co.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 10126 Cash Road	Requester's name and address (optional)
	6 City, state, and ZIP code Stafford, Texas 77477	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
7	4		-	1	6	5	4	9	9	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Stephen W. Maynard Vice President	Date 8/06/2026
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Durwood Greene Construction Co.

Company Name

8/06/2026

Date

A handwritten signature in blue ink, reading "Stephen W. Maynard", is written over a horizontal line.

Signature of Authorized Company Official

Stephen W. Maynard - Vice President

Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Durwood Greene Construction Co.

Company Name

A handwritten signature in blue ink, reading "Stephen W. Maynard", is written over a horizontal line.

Signature of Authorized Company Official

Stephen W. Maynard - Vice President

Printed Name



NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Durwood Greene Construction Co.

Company Name

8/06/2026

Date


Signature of Authorized Company Official

Stephen W. Maynard - Vice President

Printed Name



NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Durwood Greene Construction Co.

Company Name

8/06/2026

Date


Signature of Authorized Company Official

Stephen W. Maynard - Vice President

Printed Name

REFERENCES

Reference #1

Organization Name: Harris County

Contact Name/Telephone No.: Mr. Lutfullah Saraj, P.E. / (713) 423-9879

E-mail Address: Lutfullah.Saraj@harriscountytexas.gov

Address: 1111 Fannin St., 12th Floor, Houston Texas 77002

Services provided: Harris County Job 22/0347 Asphalt Roadway Rehabilitation for Kuykendahl Road, Tanner Road & W. Little York Road (Asphalt Package 2022-1) for Precinct 3 to Mill, Base Repair, Asphalt Overlay, Traffic Control and Pavement Markings, etc. - Award Amount \$7,298,959.93

Reference #2

Organization Name: Texas Department of Transportation Brazoria

Contact Name/Telephone No.: Maria Pilar Aponte, P.E. / (979) 864-8500

E-mail Address: Maria.Aponte@txdot.gov

Address: 18671 FM 523, Angleton, TX 77515

Services provided: TxDOT Proj. C 111-9-42 Control No. 0111-09-042 BS 288B in Brazoria Co. Mill, Black Base Widen of Shoulders, Base Repair, Seal Coat, HMA Overlay, Reinf. Conc. Boxes, Reinf. Conc. Pipes, Safety End Treatments, Traffic Signals and Pavement Markings with Traffic Control - Contract Amount of \$10,948,342.43

Reference #3

Organization Name: Texas Department of Transportation West Harris Area Office

Contact Name/Telephone No.: Hamoon Bahrami, P.E. / 713-934-5900

E-mail Address: Hamoon.Bahrami@txdot.gov

Address: 14838 Northwest Fwy (US 290) Houston, TX 77040

Services provided: TxDOT Proj. C 1685-5-116, Etc. Control No. 1685-05-116, etc., SH 6, in Harris Co. to Mill, Full Depth Conc. Pav Repair, Conc. Curb, Seal Coat, TOM HMA Overlay, Traffic Signal Loop Detectors and Pavement Markings with Traffic Control - Contract Amount of \$8,982,210.95

REFERENCES

Reference #4

Organization Name: Texas Department of Transportation North Area Office

Contact Name/Telephone No.: Philip Garlin, P.E. / 281-319-6400

E-mail Address: Phillip.Garlin@txdot.gov

Address: 16803 Eastex Fwy, Houston TX 77396

Services provided: TxDOT Proj. C 28-1-105 Control No. 0028-01-105 . BU 90U, in
Harris Co. to Mill, Base Repair, Seal Coat, HMAC Overlay, Metal
Beam Guardrail Fence, Conc. Traffic Rail, Traffic Signal VIVDS &
Pavement Markings with Traffic Control - Contract Amount of
\$9,127,574.52

Reference #5

Organization Name: Texas Department of Transportation Fort Bend/ Waller Area Office

Contact Name/Telephone No.: Daniel Dvorak, P.E. / 281-238-7900

E-mail Address: Daniel.Dborak@txdot.gov

Address: 4235 SH 36 Rosenberg TX 77471

Services provided: TxDOT Proj. F 2022(947) Control No. 0543-01-067, FM 359, in Waller
Co. to Mill, Base Repair, Seal Coat, HMAC Overlay, Metal Beam
Guardrail Fence, Mow Strip, Rail (TY T631) and Pavement Markings with
Traffic Control - Contract Amount of \$13,133,459.07

Reference #6

Organization Name: Harris County

Contact Name/Telephone No.: Jennifer Almonte, P.E. / Milton Acevedo / 713-274-1564

E-mail Address: Milton.Acevedo@harriscountytexas.gov

Address: 1111 Fannin St., 12th Floor, Houston Texas 77002

Services provided: Harris County Job 21/0136 Reconstruction of Asphalt Roads Along
Various Roads including Porter, Longenbaugh & Beckendorf Roads
(Package 2021-1) in Pct. 3 (The In-progress Project was Redistricted to
Pct. 4) UPIN 21103N304713001 to Mill, Base Repair, Asphalt Overlay,
Traffic Signal Loop Detectors, Traffic Control and Pavement Markings,
etc. - Award Amount \$7,147,603.90

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Durwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Waller County
836 Austin Street, Suite 4300
Hempstead, TX 77445

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Total Bid Price (5% TBP)

PROJECT:

(Name, location or address, and Project number, if any)

Reconstruction of Adams Flat Road for Waller County Engineering
Bid 26-011

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of August, 2026


LUIS ANGUIANO
SECRETARY / TREASURER
(Witness)

Durwood Greene Construction Co.

(Principal)

(Seal)


Stephen W. Maynard
Vice President
(Title)

Western Surety Company

Liberty Mutual Insurance Company

(Surety)

(Seal)


Kelly M. Coleman
(Witness)

(Title) Michael Garcia, Attorney-in-Fact

State of Incorporation: SD and MA

Limit of Liability: \$ 5% TBP

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Dylan Clark, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

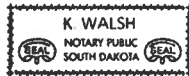
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of August, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

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

Certificate No: **8214058-022004**

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, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 19th day of May, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

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 The Ohio Casualty Insurance Company, Liberty Mutual 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 Nathan J. Zangerle, 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 6th day of August, 2026.



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