

Vendor Information

Waller County Asphalt, Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

979-826-7075 832-442-3014
Telephone Number Facsimile Number

22010 Fairground Rd.
Complete Mailing Address (for Correspondence)

Hempstead, TX 77445
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Jennifer Witte Manager
Authorized Representative and Title (printed)

jwitte@wcasphalt.com
Authorized Representative's Email Address

Jennifer Witte
Signature of Authorized Representative

Initials of Bidder: JW

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase and Hauling of Earthen Type Road Materials
BID 15-053*

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:

Thursday, February 19, 2015
1:30 PM (Central)

LABEL ENVELOPE:

Bid 15-053
Earthen Road Materials

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 bidders
in writing after Commissioners Court awards.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid.
Requests for information must be in
writing and directed to:

Cheryl Krejci, CPPB
Senior Buyer
Cheryl.Krejci@fortbendcountytexas.gov

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- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor 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 1:30 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 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.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

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- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.
- 1.15 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

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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.

- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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

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Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 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 the 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.
- 1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for

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this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

- 1.28 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.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of

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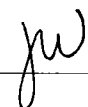
termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

- 1.33 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.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

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- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

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2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good

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faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right

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unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

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3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide and/or haul Earthen Type Road Materials, which meet or exceed the specifications contained herein.

4.0 PERIOD OF CONTRACT:


The period of this contract is **1 APRIL 2015** through **31 MARCH 2016**. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, 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 bid must be in a sealed envelope and marked with the appropriate bid number. 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 liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change. All response typed or written information must be clear and legible.

6.0 INSURANCE:

- 6.1 All vendors must submit, with Bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, vendors may submit, with Bid, 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 contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.
- 6.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 6.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 6.2.2 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.
 - 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

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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.

- 6.2.4 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.
- 6.3 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 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 2 years beginning from the time the work under this Contract is completed.
- 6.5 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.
- 6.6 No cancellation of or material change to the policies may be made without sixty (60) days prior, written notification to Fort Bend County.
- 6.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 6.8 All insurance companies must maintain A.M.Best's rating of A-VII or higher.

7.0 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.

- 7.1 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.

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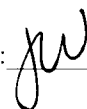
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 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.
- 7.4 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.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 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 arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 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.

8.0 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: TX150056 01/02/2015 TX56
Superseded General Decision Number: TX20140056

Initials of Bidder:



State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/02/2015 |

* SUTX2011-013 08/10/2011

| | Rates | Fringes |
|--|----------|---------|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | \$ 12.98 | |
| ELECTRICIAN | \$ 27.11 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | \$ 12.34 | |
| Structures | \$ 12.23 | |
| LABORER | | |
| Asphalt Raker | \$ 12.36 | |
| Flagger | \$ 10.33 | |
| Laborer, Common | \$ 11.02 | |
| Laborer, Utility | \$ 11.73 | |
| Pipelayer | \$ 12.12 | |
| Work Zone Barricade Servicer | \$ 11.67 | |
| PAINTER (Structures) | \$ 18.62 | |

POWER EQUIPMENT OPERATOR:

| | |
|---|--------------|
| Asphalt Distributor | \$ 14.06 |
| Asphalt Paving Machine | \$ 14.32 |
| Broom or Sweeper | \$ 12.68 |
| Concrete Pavement Finishing Machine | \$ 13.07 |
| Concrete Paving, Curing, Float, Texturing Machine | \$ 11.71 |
| Concrete Saw | \$ 13.99 |
| Crane, Hydraulic 80 Tons or less | \$ 13.86 |
| Crane, Lattice boom 80 tons or less | \$ 14.97 |
| Crane, Lattice boom over 80 Tons | \$ 15.80 |
| Crawler Tractor | \$ 13.68 |
| Excavator, 50,000 pounds or less | \$ 12.71 |
| Excavator, Over 50,000 pounds | \$ 14.53 |
| Foundation Drill, Crawler Mounted | \$ 17.43 |
| Foundation Drill, Truck Mounted | \$ 15.89 |
| Front End Loader 3 CY or Less | \$ 13.32 |
| Front End Loader, Over 3 CY | \$ 13.17 |
| Loader/Backhoe | \$ 14.29 |
| Mechanic | \$ 16.96 |
| Milling Machine | \$ 13.53 |
| Motor Grader, Fine Grade | \$ 15.69 |
| Motor Grader, Rough | \$ 14.23 |
| Off Road Hauler | \$ 14.60 |
| Pavement Marking Machine | \$ 11.18 |
| Piledriver | \$ 14.95 |
| Roller, Asphalt | \$ 11.95 |
| Roller, Other | \$ 11.57 |
| Scraper | \$ 13.47 |
| Spreader Box | \$ 13.58 |
| Servicer | \$ 13.97 |
| Steel Worker | |
| Reinforcing Steel | \$ 15.15 |
| Structural Steel Welder | \$ 12.85 |
| Structural Steel | \$ 14.39 |
| TRUCK DRIVER | |
| Low Boy Float | \$ 16.03 |
| Single Axle | \$ 11.46 |
| Single or Tandem Axle Dump | \$ 11.48 |
| Tandem Axle Tractor w/Semi Trailer | \$ 12.27 |

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

Initials of Bidder: _____

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.

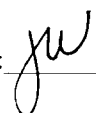
Survey Rate Identifiers

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

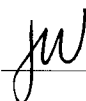
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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:

Initials of Bidder: _____



12.0 DELIVERY:

- 12.1 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.
- 12.2 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

13.0 FORT BEND COUNTY REPRESENTATIVE and QUESTIONS:

Point of contact will be Cheryl Krejci, CPPB, Senior Buyer at cheryl.krejci@fortbendcountytexas.gov. Deadline for submitting questions in writing: February 12, 2015, 10AM (CST). No verbal questions are permitted.

14.0 REQUIRED FORMS:

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

- 14.1 Vendor Form
- 14.2 W9 Form
- 14.3 Tax Form/Debt/Residence Certification

Initials of Bidder:



CONTRACT SHEET
BID 15-053

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 10th day of March, 2015,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
Waller County Asphalt, Inc. (hereinafter designated Contractor).

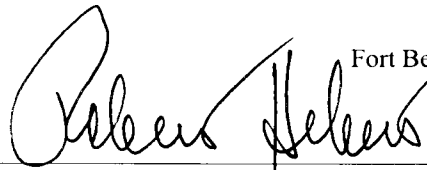
(company name)

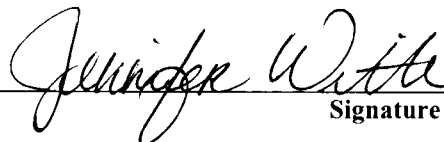
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase and Hauling of Earthen Type Road Materials** 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 16th day of March, 2015.

By:  Fort Bend County, Texas
County Judge Robert E. Hebert

By: 
Signature of Contractor

By: Jennifer Witte Manager
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

| | | |
|--|--|--|
| Federal ID # or S.S # | Dun and Bradstreet # | |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | |
| Legal Company Name | Year Business was Established <u>11</u> | |
| Remittance Address | <u>Waller County Asphalt, Inc.</u> | |
| City/State/Zip | <u>22010 Fairground Rd.</u> | |
| Physical Address | <u>Hempstead, TX 77445</u> | |
| City/State/Zip | | |
| County | <input type="checkbox"/> Fort Bend County Other: <u>Waller</u> | |
| Phone/Fax Number | Phone: <u>979-826-7015</u> Fax: <u>832-442-2014</u> | |
| Contact Person | <u>Jennifer Witte or Teri Huber</u> | |
| E-mail | <u>info@wcasphalt.com</u> | |
| Special Notes | | |
| The Company listed above is a (check all that apply and attached certificate). | <input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____ | |
| Company's gross annual receipts: | <input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000 | |
| NAICs codes (Please enter all that apply). | | |

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Waller County Asphalt, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification: check only **one** of the following seven boxes:

| | | | | |
|--|--|---|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC | <input type="checkbox"/> C Corporation | <input checked="" type="checkbox"/> S Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust/estate |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | | | | |
| <input type="checkbox"/> 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
22010 Fairground Rd.

6 City, state, and ZIP code
Hempstead, TX 77445

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | |
|---|--|--|--|--|
| Social security number | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> | | | | |
| | | | | |
| or | | | | |
| Employer identification number | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> | | | | |
| | | | | |

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 on page 3.

Sign Here Signature of U.S. person ▶ *Jennifer Wells* Date ▶ *2/12/15*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Waller County Asphalt, Inc.

Mailing Address: 22010 Fairground Rd. Hempstead, TX 77445

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| | |
| | |
| | |
| | |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
 Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Waller County Asphalt, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.
 [Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Hempstead, TX.
 [Company Name] [City and State]

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.

9.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2004 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

10.0 SPECIFICATIONS, REQUIRED MATERIALS:

10.1 Asphalt Stabilized Base: THD #292, Black Base.

10.1.1 without RAP

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.1.2 with RAP

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.2 Cement Stabilized Sand: THD & PT #400.5, Portland Cement, Type I, 2 sack minimum cement content per ton.

Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight:

| | |
|--|------|
| Material removed by decantation: | 5.0% |
| Clay lumps: | 0.5% |
| Other deleterious substances such as Shale, Coal, etc. | 2.0% |

Grade Retainage:

| | |
|-----------------|---------|
| 3/8 inch screen | 0% |
| 1/4 inch screen | 0-5% |
| 20 mesh screen | 15-50% |
| 100 mesh screen | 80-100% |

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

Add \$ _____ per 1/2 sack cement per ton.

10.3 Flexible Base: Must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items).

10.3.1 Type "A", Grade "1", Crushed Concrete.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.3.2 Type "A", Grade "1", Crushed Concrete with 3% cement added.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.4 Gravel, River Unwashed, 5/8" Diameter Maximum.

Price per yard your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

10.5 Hot Mix Asphaltic Concrete Pavement: THD #340.

10.5.1 Type D: without RAP

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for lay down.

10.5.2 Type D: with RAP

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for lay down.

10.6 Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: THD #350.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.7 Precoated Coverstone: PB-3 or PB-4 and PB-5.

10.7.1 PB-3

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for lay down.

10.7.2 PB-4 & PB-5

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for lay down.

10.8 Recycled Asphalt, Screened, 3" Diameter Maximum:

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for laydown.

10.9 Type A Hydrated Lime: THD #264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers.

Price per ton delivered and applied at jobsite: \$ _____.

10.10 Pulverizing Existing Asphalt and/or Base Road:

- 10.10.1 Description: This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".
- 10.10.2 Construction Methods:
 - 10.10.2.1 The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
 - 10.10.2.2 The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
 - 10.10.2.3 After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
 - 10.10.2.4 Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.
 - 10.10.2.5 The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.
 - 10.10.2.6 Pulverize existing material in-place, County to furnish support equipment.
- 10.10.3 Equipment: The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.
- 10.10.4 Measurement:
 - 10.10.4.1 Work prescribed by this item will be measured by the liner foot of roadway.
 - 10.10.4.2 Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an

Initials of Bidder: _____



average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

10.10.5 Payment and bid price: The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

Unit bid price, Pulverizing Only:

\$ _____ per linear foot up to a depth of 2"

\$ _____ per linear foot up to a depth of 4"

\$ _____ per linear foot up to a depth of 6"

\$ _____ per linear foot up to a depth of 8"

\$ _____ per linear foot up to a depth of 10"

\$ _____ per linear foot up to a depth of 12"

\$ _____ per linear foot up to a depth of 14"

Unit bid price, Pulverizing Existing Materials In-Place
\$ _____ Per linear foot.

Contractor will credit Fort Bend County for Pulverized Material:

Transported by Fort Bend County vehicles: \$ _____

Transported by contractor's vehicles: \$ _____

10.11 Field Sand.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Initials of Bidder: *JW*

*** AMENDED 2.09.15**

10.12 Fly Ash:

Fly Ash is a by-product of coal-fired electric generating plants.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.

The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.

INSTALLATION (OPTIONAL):

Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.

Each truck shall produce a weight ticket showing total product weight.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation

***10.13 Texas ASPPM Grade IV Cold Mix - Road repair material (see Name Brands 1.18)**

This product will be used by Fort Bend County as a permanent cold patch material for repair of roads.

Price per ton your plant/pit/siding: \$ 90.⁰⁰/₁₀₀

Pick up point(s): 22010 Fairground Rd Hempstead, TX 77445

Price per mile Plant to Jobsite: \$.23 first mile, \$.23 each additional mile.

Add \$ N/A per ton for laydown.

List at least three (3) references from agencies for whom you have provided this product including representative name and phone number:

1. Greg Duncan - Waller County - 979-826-7670
2. Bob Cochran - Walker County - 979-295-7984
3. Leslie Contreras - Brazos County - 979-822-2127

Initials of Bidder: ju

10.14 Lime and Lime Slurry - #264

Description: This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- a. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- b. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- c. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- d. Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- e. Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.



Chemical:

| | Type A | Type B | Type C |
|---|--------------------------|-----------------------|----------|
| Total "active" lime content, % by wt ----- (i.e., % by wt Ca(OH) ₂ + % by wt CaO, if present) | 90.0 min ¹ | 87.0 min ² | - |
| Unhydrated lime content, % by wt CaO: ----- | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt H ₂ O: ----- | 5.0 max | - | - |

Physical: (Wet sieve requirement, as % by wt residue):

| | | | |
|---|---------|----------------------|----------------------|
| Retained on No. 6 (33360 micron) sieve: ----- | 0.2 max | 0.2 max ² | 8.0 max ³ |
| Retained on No. 30 (590 micron) sieve: ----- | 4.0 max | 4.0 max ² | - |

Physical: (Dry sieve requirement, as % by wt residue):

| | | | |
|---|---|---|--|
| Retained on a 1-inch (25 mm) sieve: ----- | - | - | 0.0 |
| Retained on a 3/4 inch (19.0 mm) sieve: ----- | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: ----- | - | - | Grade DS-80% min. Grade S- no limits |

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Initials of Bidder:

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

PRICING:

| Percentage of Solid Contents | of DRY SOLIDS Unit price per ton | Hauling & Freight \$/Ton/Mile 1 st Mile | Hauling & Freight \$/Ton/Mile Additional Mileage |
|------------------------------|----------------------------------|--|--|
| 31% Dry solids | \$ | \$ | \$ |
| 35% Dry solids | \$ | \$ | \$ |
| 46% Dry solids | \$ | \$ | \$ |

10.15 Fly Ash Stabilized Road Mix 50/50:

Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.

Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.

The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.

The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.

Additional water will not be added during the production of fly ash stabilized road mix 50/50.

The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.

The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

INSTALLATION (Optional):

Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

Initials of Bidder:

10.16 Asphalt aggregate, limestone Type D, 7/16" by #4 graduation:

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

10.17 Type C, Hot Mix Asphaltic Concrete Pavement: THD #341, Class A aggregates with PG7622 oil.

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for lay down.

10.18 623 Traprock Grade 3, THD #302

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

10.19 623 Traprock Grade 5, THD #302

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

Initials of Bidder: jw

10.20 Bullrock 3" x 5"

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

10.21 Rip Rap, Grade 1, 12" to 18"

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Price per mile Plant to Jobsite: \$ _____ first mile, \$ _____ each additional mile.

Add \$ _____ per ton for installation.

11.0 MISCELLANEOUS:

- 11.1 The County may purchase any one item from this bid without purchasing any other items from this bid.
- 11.2 All prices, unless otherwise specified, are to be FOB delivery point.
- 11.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.
- 11.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.
- 11.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.
- 11.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.
- 11.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.