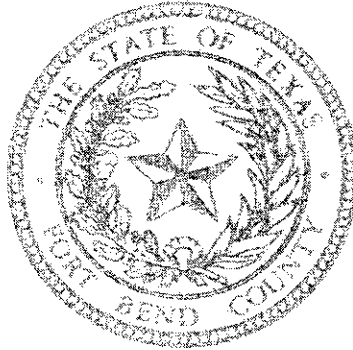


*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Culverts
BID 16-066*

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 the address to assist in proper delivery.

SUBMIT NO LATER THAN:

Thursday, March 17, 2016
1:30 PM (Central)

LABEL ENVELOPE:

Bid 16-066
Culverts

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 bidder in writing after the 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

Prepared: 2/22/16

Issued: 3/2/16

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire bid 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- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Document Completion:** Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. 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. All response, typed or written, information must be clear and legible.
- 1.5 **Bid Returns:** Bidders must return entire completed bid document 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 Document:** 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:** No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, March 10, 2016 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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.
- 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. Bond/s or cashier's check must be complete with all required signatures.
- 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 in the bid spreadsheet. 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 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 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 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 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 & 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.
- 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.
- 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 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 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.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase culverts from one (1) or more vendors, which meet or exceed the following specifications as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **1 April 2016** through **31 March 2017**, renewable annually for four (4) years (through 30 September 2021) under the same terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract 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 ONE (1) complete bid document including a completed copy of the Excel Bid Pricing Form to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. ONE (1) electronic form, on CD or flash drive, of the completed Bid Pricing Form in the Excel format as provided on the County's website, must accompany the Vendor's completed bid. The completed bid document and electronic form (CD or flash drive) must be in the same 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 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

7.0 TEXAS ETHICS COMMISSION FORM 1295:

7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

7.2 On-line instructions:

7.2.1 Name of governmental entity is to read: Fort Bend County.

7.2.2 Identification number used by the governmental entity is the solicitation number: B16-066.

7.2.3 Description is the title of the solicitation: Term Contract for Purchase of Culverts.

7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

8.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

9.0 DELIVERY:

9.1 Delivery within five (5) working days is required unless otherwise specified at time of order.

9.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder 

10.0 MATERIAL SPECIFICATIONS and BID PRICING:

Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return to Purchasing as stated in Section 5.0.

11.0 REQUIRED FORMS:

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

- 11.1 Vendor Form
- 11.2 W9 Form
- 11.3 Tax Form/Debt/Residence Certification
- 11.4 Contractor Acknowledgement of Stormwater Management Program

**CONTRACT SHEET
BID 16-066**

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

This memorandum of agreement made and entered into on the 5th day of April, 2016
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
Wyatt Resources Inc (hereinafter designated Contractor).
(company name)


WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of Culverts** 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 11th day of April, 2016.

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

By: 
Signature of Contractor

By: Trey Mechura Sr. V.P. Drainage Div.
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 # <i>11-283-8768</i>
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	<i>Wyatt Resources, Inc.</i>	Year Business was Established <u><i>1913</i></u>
Remittance Address	<i>Dept 514 P.O. Box 4346</i>	
City/State/Zip	<i>Houston, TX 77210-4346</i>	
Physical Address	<i>5623 FM 359</i>	
City/State/Zip	<i>Fulshear, TX 77441</i>	
County	<input checked="" type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: <i>281-346-6120</i>	Fax: <i>281-346-0080</i>
Contact Person	<i>Trey Mechura</i>	
E-mail	<i>tmechura@wyattresources.com</i>	
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 checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u><i>1760437621400</i></u> <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).	<i>332 332996</i> <i>3312 33299</i> <i>33121</i> <i>331210</i> <i>33122</i> <i>33243</i>	

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

Job No.: _____

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

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

Company Name submitting Bid/Proposal: Wyatt Resources, Inc.

Mailing Address: P.O. Box 744 Fulshear, TX 77441

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>
_____ ✓	<u>5623 FM 359 Fulshear, TX 77441</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 Wyatt Resources, 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 _____.
 [Company Name] [City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Wyatt Resources, Inc.
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

[Signature]
Contractor Signature

3-7-16
Date

Trey Mechura
Printed Name

Sr. V.P. Drainage Division
Title

S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760437621400
File/Vendor Number:	025046
Approval Date:	13-FEB-2013
Scheduled Expiration Date:	13-FEB-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

WYATT RESOURCES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-FEB-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

LEGAL NOTICE

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **THURSDAY, MARCH 17, 2016 at 1:30 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. Solicitations and any and all addendums will be posted on Purchasing Agent's website located at www.fortbendcountytexas.gov.

1. **BID 16-061 – AMMUNITION**
2. **BID 16-066 – CULVERTS**
3. **BID 16-067 – BRIDGE MATERIALS**

Unit pricing is required; payment will be by check. Bonds are not required.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent
Fort Bend County, Richmond, Texas

Term Contract for Purchase of Culverts
 BID 16-066
 Bid Price Form

VENDOR NAME: *WYAT*

10.1 2-23" X 12" Corrugated Full Circle Pipe, Galvanized, Conforms to AASHTO M215, (price per foot)

16 Gauge	Spiral	Riveted	Bid Price per Foot	14 Gauge	Spiral	Riveted	Bid Price per Foot	12 Gauge	Spiral	Riveted	Bid Price per Foot
18"	x	x	16.44	18"	x	x	19.34	18"	x	x	28.05
24"	x	x	21.19	24"	x	x	25.57	24"	x	x	36.67
30"	x	x	26.73	30"	x	x	31.85	30"	x	x	45.64
36"	x	x	31.98	36"	x	x	37.95	36"	x	x	54.25
42"	x	x	37.43	42"	x	x	44.22	42"	x	x	63.28
48"	x	x	42.71	48"	x	x	50.60	48"	x	x	72.47
54"	x	x	48.37	54"	x	x	56.95	54"	x	x	81.61
60"	x	x	54.04	60"	x	x	63.32	60"	x	x	92.16
66"	x	x	60.21	66"	x	x	70.03	66"	x	x	102.35

10.2 2-23" X 12" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246, (price per foot)

16 Gauge	Spiral	Riveted	Bid Price per Foot	14 Gauge	Spiral	Riveted	Bid Price per Foot	12 Gauge	Spiral	Riveted	Bid Price per Foot
18"	x	x	21.88	18"	x	x	27.15	18"	x	x	37.59
24"	x	x	28.39	24"	x	x	35.88	24"	x	x	49.28
30"	x	x	35.77	30"	x	x	44.81	30"	x	x	61.49
36"	x	x	42.78	36"	x	x	53.42	36"	x	x	73.18
42"	x	x	49.99	42"	x	x	62.21	42"	x	x	85.27
48"	x	x	57.11	48"	x	x	71.24	48"	x	x	97.70
54"	x	x	64.43	54"	x	x	79.96	54"	x	x	109.76
60"	x	x	71.95	60"	x	x	89.26	60"	x	x	123.54

Term Contract for Purchase of Culverts
BID 16-066
Bid Price Form

10.3 Pipe Bands for 2-23" X 1/2" Corrugation Full Circle Pipe, Polymer Coated, Conforms to AASHTO M245 & M246 - 2 Long (Price per each)								
16 Gauge	Minimum	Bid Price per Each	14 Gauge	Minimum	Bid Price per Each	12 Gauge	Minimum	Bid Price per Each
18" x 24"		48.17	18" x 24"		59.77	18" x 24"		82.75
24" x 24"		62.50	24" x 24"		79.00	24" x 24"		108.50
30" x 24"		78.75	30" x 24"		98.65	30" x 24"		135.38
36" x 24"		94.17	36" x 24"		117.60	36" x 24"		161.10
42" x 24"		110.05	42" x 24"		136.95	42" x 24"		187.73
48" x 24"		125.73	48" x 24"		156.82	48" x 24"		215.08
54" x 24"		141.85	54" x 24"		176.05	54" x 24"		241.63
60" x 24"		158.40	60" x 24"		196.50	60" x 24"		271.98

10.4 2-23" X 1/2" Corrugation Full Circle Pipe, Aluminized, Conforms to AASHTO M56 & M274 (Price per foot)											
16 Gauge	Spiral	Riveted	Bid Price per Foot	14 Gauge	Spiral	Riveted	Bid Price per Foot	12 Gauge	Spiral	Riveted	Bid Price per Foot
18"	x	x	19.70	18"	x	x	24.37	18"	x	x	33.74
24"	x	x	25.50	24"	x	x	32.21	24"	x	x	44.19
30"	x	x	32.14	30"	x	x	40.19	30"	x	x	55.08
36"	x	x	38.44	36"	x	x	47.90	36"	x	x	65.52
42"	x	x	44.95	42"	x	x	55.79	42"	x	x	76.38
48"	x	x	51.33	48"	x	x	63.88	48"	x	x	87.50
54"	x	x	58.00	54"	x	x	71.76	54"	x	x	98.39
60"	x	x	64.78	60"	x	x	80.12	60"	x	x	110.89
66"	x	x	72.12	66"	x	x	89.12	66"	x	x	123.11

**Term Contract for Purchase of Culverts
 BID 16-066
 Bid Price Form**

**10.5 Metal Flared End Section with Hardware to Fit Corrugated Pipe, Full Circle Pipe, AASHTO M218
 (price per section)**

Size	Minimum	Bid Price per Section
12"		71.20
15"		89.00
18"		114.00
24"		179.00
30"		331.00
36"		505.00
42"		745.00
48"		995.00
54"		1,240.00
60"		1,410.00
66"		1,995.00
72"		2,290.00
78"		2,560.00

**10.6 T & G Reinforced Concrete Pipe Culverts, Class 3, TXDOT #464
 (price per foot)**

Size	Minimum	Bid Price per Foot
18"	No bid	
24"	No bid	
30"	No bid	
36"	No bid	
42"	No bid	
48"	No bid	
54"	No bid	
60"	No bid	
66"	No bid	
72"	No bid	
78"	No bid	
84"	No bid	

Term Contract for Purchase of Culverts
 BID 16-066
 Bid Price Form

10.7 Rubber Gasketed Reinforced Concrete Pipe, Class 3, LXD01 #464
 (price per foot)

Size	Minimum	Bid Price per Foot
18"	No bid	
24"	No bid	
30"	No bid	
36"	No bid	
42"	No bid	
48"	No bid	
54"	No bid	
60"	No bid	
66"	No bid	
72"	No bid	
78"	No bid	
84"	No bid	

10.8 Sloped End Treatments, 4:1, Reinforced Concrete Pipe Culverts without bars TBD #464
 (price per each)

Size	Minimum	Bid Price per Each
18"	No bid	
24"	No bid	
30"	No bid	
36"	No bid	

10.9 Sloped End Treatments, 6:1, Reinforced Concrete Pipe Culverts without bars TBD #464
 (price per each)

Size	Minimum	Bid Price per Each
18"	No bid	
24"	No bid	
30"	No bid	
36"	No bid	

Term Contract for Purchase of Culverts
 BID 16-066
 Bid Price Form

10.10 Railroad Tank Culverts (price per each)		
Size	Minimum	Total Bid Price
6' x 28'	No bid	
6'6" x 32'	No bid	
7'3" x 28'	No bid	
7'3" x 32'	No bid	
8' x 32'	No bid	
8'6" x 32'	No bid	
8'8" x 32'	No bid	
9' x 40'	No bid	

10.11 Corrugated Polyethylene Pipe (price per foot)				
Size	Pipe Minimum	Pipe Bid Price per Foot	Coupling Minimum	Coupling Bid Price per Foot
8" x 20'	No bid		No bid	
10" x 20'	No bid		No bid	
12" x 20'	No bid		No bid	
15" x 20'	No bid		No bid	
18" x 20'	No bid		No bid	
24" x 20'	No bid		No bid	
30" x 20'	No bid		No bid	
36" x 20'	No bid		No bid	
42" x 20'	No bid		No bid	
48" x 20'	No bid		No bid	
60" x 20'	No bid		No bid	

a. Conform to AASHTO M294, Type S.
 b. Ends of pipe cut squarely and cleanly.
 c. Pipe shall be ordered in 20' joint sections.
 d. Couplings shall be ordered as desired.
 e. Couplings shall be corrugated to match the pipe corrugations.

Term Contract for Purchase of Culverts
 BID 16-066
 Bid Price Form

10.12 Corrugated Polyethylene T's: Conforms to AASHTO M294, Type S

(price per each)

Size	Minimum	Bid Price per Each
18" x 18" x 18"	No bid	
24" x 24" x 18"	No bid	
24" x 24" x 24"	No bid	
30" x 30" x 30"	No bid	

10.13 Cast Iron Inlet Grates-Round (used with boxes to drain)

(price per each)

Standard Pedestrian Duty		
Size	Minimum	Bid Price per Each
18"	No bid	
24"	No bid	
30"	No bid	
Traffic Duty		
18"	No bid	
24"	No bid	
30"	No bid	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Wyatt Resources, Inc
Fulshear, TX United States

Certificate Number:
2016-23154

Date Filed:
03/08/2016

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

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

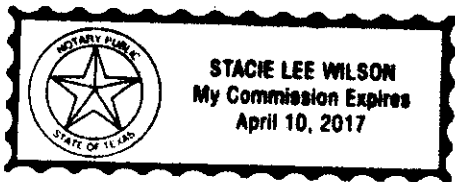
B16-066
Term Contract for Purchase of Culverts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beatty, Deborah	Fulshear, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Troy Mel
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Troy Mechura, this the 8 day of March, 2016, to certify which, witness my hand and seal of office.

Stacie Lee Wilson
Signature of officer administering oath

Stacie Lee Wilson
Printed name of officer administering oath

Assistant to Sr. Vice Pres.
Bridge
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
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Fulshear, TX United States

Certificate Number:
2016-23154

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

Fort Bend County

Date Acknowledged:
04/05/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

B16-066
Term Contract for Purchase of Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beatty, Deborah	Fulshear, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath