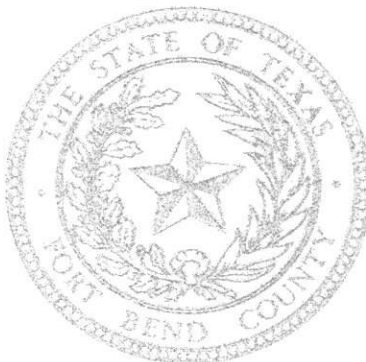


**Fort Bend County, Texas
Invitation for Bid**



**Construction of Ladonia Street from Compton Street to Brisco Canal
for Fort Bend County Bond Project 13107
BID 17-077**

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:

Tuesday, June 6, 2017
2:00 PM (Central)

MARK ENVELOPE:

Bid 17-077
Ladonia Street

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED 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 award.

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:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 05/3/17
Issued: 05/15/17

Vendor Information

Mar-Con Services, LLC

Legal Name of Contracting Company

20-5302083

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

(713) 473-1800

Telephone Number

(713) 473-1811

Facsimile Number

P.O. Box 837

Complete Mailing Address (for Correspondence)

Deer Park, Texas 77536

City, State and Zip Code

1410 Preston Rd., Bldg. H

Complete Remittance Address (if different from above)

Pasadena, Texas 77503

City, State and Zip Code

Mario Ramos

Authorized Representative and Title (printed)

mario@marconllc.com

Authorized Representative's Email Address



Signature of Authorized Representative

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- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder 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 2:00 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 Addenda: 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 Debbie Kaminski, Assistant County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Debbie.Kaminski@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 addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, May 30, 2017 at 10:00AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been

successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend 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.
- 1.10 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. 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.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 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.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend 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.

- 1.14 **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 Fort Bend 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.
- 1.15 **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 its responsibility.
- 1.16 **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.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete construction of Ladonia Street from Compton Street to Brisco Canal, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Wednesday, May 24th at 10:00AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment,

as liquidated damages), the sum of five hundred (\$500.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.
 - 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
 - 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
 - 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

- 5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.
- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

- 10.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, 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 firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 10.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better,

licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 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.
- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. 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.
- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 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 including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 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 two (2) years beginning from the time that work under the agreement is completed.

11.0 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.

- 11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 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 may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 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.

12.0 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: TX170056 01/06/2017 TX56
Superseded General Decision Number: TX20160056

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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	01/06/2017

* 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
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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.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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:

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.

13.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before

construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project shall be the responsibility of Fort Bend County.

14.3 Standards for Review and Approval.

14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for

review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

- 14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.
- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.

- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him.

Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

15.1 Fort Bend County may terminate the Contract if the Contractor:

15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering

Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

23.0 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.

24.0 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.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 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.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto

are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 274 calendar days (maximum of 274 calendar days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

33.0 AWARD:

This contract will be awarded to the lowest and best bid.

34.0 TEXAS ETHICS COMMISSION FORM 1295:

34.1 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.

34.2 On-line instructions:

34.2.1 Name of governmental entity is to read Fort Bend County

34.2.2 Identification number used by the governmental entity is: B17-077

34.2.3 Description is the title of the solicitation: Construction of Ladonia Street.

34.3 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

35.0 ADDITIONAL REQUIRED FORMS:

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

35.1 Vendor Form

35.2 W9 Form

35.3 Tax Form/Debt/Residence Certification

35.4 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet
Bid 17-077**

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

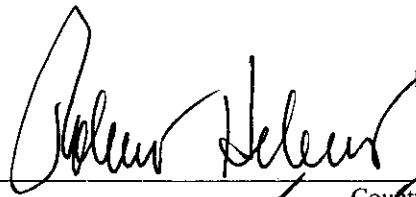
This memorandum of agreement made and entered into on the 27th day of June, 2017, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Mar-Con Services, LLC
(company name)
(hereinafter designated Contractor).

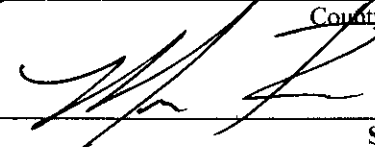
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Ladonia Street from Compton Street to Brisco Canal** 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.

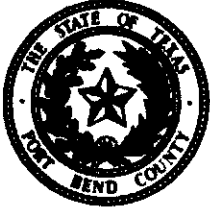
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 27 day of June, 2017.

By:  Fort Bend County, Texas
County Judge, **Robert Hebert**

By: 
Signature of Contractor

By: Mario Ramos / Owner
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

May 31, 2017

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 17-077 – Ladonia Street

Addendum 1:

Attached is addendum 1 issued by the engineer.

Immediately upon your receipt of this addendum, please fill out the following information and email to Norma Weaver with the Fort Bend County Purchasing Department at Norma.Weaver@fortbendcountytexas.gov.

Mar-Con Services, LLC

Company Name

6/5/17

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Debbie Kaminski, CPPB
Assisting Purchasing Agent

TABLE OF CONTENTS
LADONIA STREET
(MOBILITY PROJECT NO. 13107)
PAVING AND DRAINAGE IMPROVEMENTS
FORT BEND COUNTY, TEXAS

BID FORM
SUMMARY OF WORK

TECHNICAL SPECIFICATIONS:

Prepared By:
Jones|Carter
TBPE Firm No. F-439
6330 West Loop South, Suite 150
Bellaire, Texas 77401



TECHNICAL SPECIFICATIONS

REFERENCED HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTEMENT SPECIFICATIONS

Referenced specification sections are to be the latest version of the Harris County Public Infrastructure Department Architecture and Engineering Division's Specifications and are incorporated herein by reference as if copied verbatim including any supplementary specification or amendments thereto and related specifications referenced therein unless indicated otherwise in the Drawings or Specifications. (See link: <http://www.eng.hctx.net/Consultants/StandardsSpecifications/Standard-Engineering-Design-Specifications>)

Item

<u>No.</u>	<u>Specification Section</u>
102	Clearing and Grubbing
120	Excavation for Channels and Other Drainage Facilities
132	Embankment
162	Sodding for Erosion Control and Stabilization
164	Seeding and Erosion Control Blanket
165	Hydro-Mulch Seeding (for Erosion Control and Stabilization)
220	Lime Stabilized Subgrade
221	Hydrated Lime and Lime Slurry
309	Milling Existing Pavement
340	Hot Mix Hot Laid Asphaltic Concrete
360	Concrete Pavement
400	Structural Excavation and Backfill
433	Cement Stabilized Sand Bedding and Backfill Material
436	Well Pointing
460	Reinforced Concrete Pipe
461	Video Recording Construction
463	Safety End Treatment
471	Precast Concrete Manholes and Junction Boxes

Item	
<u>No.</u>	<u>Specification Section</u>
472	Inlets
480	Precast Reinforced Concrete Box Sewers
491	Reinforced Concrete Slope Paving
495	Removing Old Structures
500	Remove and Relocate or Dispose of Traffic Signs, Mail Boxes and Roadway Signs
530	Concrete Curb and/or Gutter, Sidewalks and Driveways
540	Removing and Disposing of Existing Asphaltic Surface and Base Material
560	Maintenance and Cleanup of the Project Site
561	Video Recording Construction
624	Aluminum Signs
646	Roadside Traffic Sign Supports
660	Reflectorized Pavement Markings
669	Pavement Surface Preparation for Markings
670	Barricades
671	Traffic Control
672	Flagmen
700	Notice of Intent
713	Reinforced Filter Fabric Fence
724	Stabilized Construction Access
725	General Source Controls (SWPPP)
730	Concrete Truck Washout Structures
750	Rock Filter Dams
751	SWPPP Inspection and Maintenance

REFERENCED TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

Referenced specification sections are to be the Texas Department of Transportation 2014 Specifications and are incorporated herein by reference as if copied verbatim including any supplementary specification or amendments thereto and related specifications referenced therein unless indicated otherwise in the Drawings or Specifications. (See link: <http://www.txdot.gov/business/resources/txdot-specifications.html>)

Item	
<u>No.</u>	<u>Specification Section</u>
500	Mobilization

APPENDIX

Geotechnical Investigation (Prepared by: Tolunay-Wong Engineers, Inc.)

BID FORM – PART A

To: Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

Project: Construction of Ladonia Street Paving and Drainage Improvements - Project No. 13107
(Fort Bend County 2013 Mobility Bond Program)

Bid No.: 17-077

Bidder: Mar-Con Services, LLC
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.0 OFFER

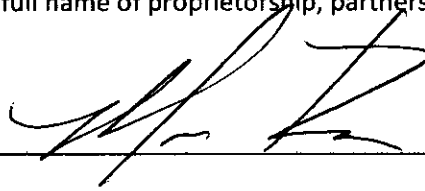
- A. Contract Time Total Bid Price:** Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this document.
- B. Security Deposit:** Included with the Bid is a Bid Bond as required, subject to terms described in the General Requirements.
- C. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- D. Bid Supplements:** The following documents are attached:
- ☐ General Requirements – Section 1.8 Bid Bond
 - ☐ Contract Sheet
 - ☐ References
 - ☐ Certificate of Insurance
 - ☐ W-9 Form
 - ☐ Bid Form

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion with in 274 days after Date of Commencement of the work, subject to adjustments of Contract Time as provided in the Contract.

3.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder: Mar-Con Services, LLC
(Print or type full name of proprietorship, partnership, corporation, or joint venture. *)

**By:  6/6/17
Signature Date

Name: Mario Ramos Owner
(Print or type name) Title

Address: P.O. Box 837 Deer Park, Texas 77536
(Mailing)

(Street, if different)

Telephone: Office: (713) 473-1800 Fax: (713) 473-1811
(Print or type numbers)

* If Bidder is a joint venture, attach additional Bid Form signature sheets for each member of the joint venture.

** Bidder certifies that the only person or parties interested in the offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Addendum Date: May 31, 2017

BID DOCUMENT NUMBER 17-077

LADONIA STREET

1. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the Addendum differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS.**
2. Bidders are hereby notified that they shall take any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modification and supplemental data specified herein.

The modifications directed by this Addendum No 1 are described on this page and the following attachments:

1. Replace the Bidding Sheets with the attached revised Bidding Sheets.
2. Replace Sheets 27, 28, and 29 of the plans with the attached revised sheets, indicating the mill and overlay work south of SH 6 previously shown on thee sheets has been deleted from this contract.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name: Mar-Con Services, LLC

Contact Person Mario Ramos

Signature 

Date 6/6/17

End of Addendum



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

Vendor Information

Federal ID # or S.S #	20-5302083	Dun and Bradstreet #	78-853-8242
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	Mar-Con Services, LLC		Year Business was Established <u>2006</u>
Remittance Address	P.O. Box 837		
City/State/Zip	Deer Park, Texas 77536		
Physical Address	1410 Preston Rd., Bldg. H		
City/State/Zip	Pasadena, Texas 77503		
County	<input type="checkbox"/> Fort Bend County Other: <u>Harris</u>		
Phone/Fax Number	Phone: <u>(713) 473-1800</u> Fax: <u>(713) 473-1811</u>		
Contact Person	Mario Ramos		
E-mail	mario@marconllc.com		
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 checked="" type="checkbox"/> MBE-Minority Business Enterprise Certification # <u>15-07-10951</u>		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).	237310 / 237110 / 237990		

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.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above MAR-CON SERVICES, LLC	
	3 Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 837	Requester's name and address (optional)
	6 City, state, and ZIP code Deer Park, Texas 77536	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

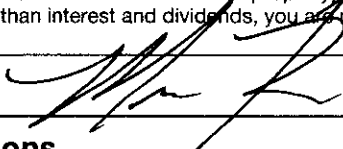
Social security number								
			-				-	
or								
Employer identification number								
2	0	-	5	3	0	2	0	8 3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 6/6/17
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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. 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.: B17-077

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

Taxpayer Identification Number (T.I.N.): 20-5302083

Company Name submitting Bid/Proposal: MAR-CON SERVICES, LLC

Mailing Address: P.O. Box 837, Deer Park, Texas 77536

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

N / A

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.)

Fort Bend County Tax Acct. No.*

Property address or location**

N / A

N / A

* 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:

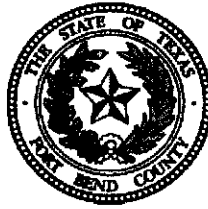
(3) "Nonresident bidder" refers to a person who is not a resident.

(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 MAR-CON SERVICES, LLC 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:

Mar-Con Services, LLC

(Company/Contractor)

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

Contractor Signature

A handwritten signature in black ink, appearing to read "Mario Ramos", is written over a horizontal line.

6/6/17

Date

Mario Ramos

Printed Name

Owner

Title

SUMMARY OF WORK

PROJECT SUMMARY

The project is reconstruction of Ladonia Street in the City of Arcola in Fort Bend County, Precinct One from an existing asphalt pavement with bar ditches to a 24' wide concrete pavement with raised curbs and an open ditch system for the section north of SH 6 and mill and overlay for the section south of SH 6.

Reconstruction of Ladonia Street will begin from SH 6 to Post Road (west) for approximately 3,000 feet. The southern portion of the mill and overlay for Ladonia Street begins at SH 6 and ends at the Briscoe Canal for approximately 2,000 feet. The improvements shall be installed in accordance with Harris County's roadway design guidelines and standard specifications.

Ladonia Street existing right-of-way is approximately 60-foot wide. There are existing homes on both sides of the road. The existing asphalt pavement is in very poor condition and has deteriorated to gravel in some sections. There are existing drainage ditches on both sides of the road. The existing ditch is very flat and drains from north to south.

There are existing water, wastewater, gas, electric and telephone lines within the Ladonia Street right-of-way. There are existing overhead electric and buried fiber optic or cable lines on both sides of the road.

The proposed improvements to Ladonia Street (north of SH 6) consists of replacing the existing asphalt pavement with 24' concrete pavement with raised curbs on both sides and an open ditch drainage system. There may be conflicts with utility crossings such as water or cable that might require relocation of the water or cable lines.

Relocation of the power poles and gas lines shall be coordinated with Centerpoint Energy. Relocation of fiber and cable lines shall be coordinated with Frontier.

The proposed improvements to Ladonia Street (south of SH 6) consists of milling and overlaying the existing asphalt pavement.

TCP SEQUENCE

Phase 1 - Constructs portions of Ladonia Street at Post Road (west) and Compton Street. Mill and overlay Ladonia Street from SH 6 to Briscoe Canal.

Phase 2 – Construct east portion of Ladonia Street. Provide one-way traffic with detour. Notify city, emergency services and school two weeks prior to traffic change.

Phase 3 – Construct west portion of Ladonia Street. Provide one-way traffic with detour. Notify city, emergency services and school two weeks prior to traffic change.

PROJECT COORDINATION

Ladonia Street is within the jurisdiction of the City of Arcola. Water and wastewater lines are owned and maintained by the City. Therefore water and wastewater construction shall be coordinated with the City.

Ladonia Street is located at SH 6, so construction activities shall be coordinated with TxDOT. TxDOT shall be invited to the pre-construction meeting.

CenterPoint Energy's electric and gas lines exist within the right of way. The proposed street and drainage improvements require relocation of the gas line crossings and overhead poles. The project construction shall be coordinated with CenterPoint.

The proposed improvements will disturb more than five acres area. TCEQ general storm permit and NOI submittal is required for the projects with more than five acres disturbed area. Storm Water Pollution Prevention Plan (SWPPP) is included in the construction documents to comply with TCEQ requirements.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Mar-Con Services, LLC

P. O. Box 837, Deer Park, TX 77536

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

10077 Grogans Mill Road, Suite 260, The Woodlands, TX 77380

a corporation duly organized under the laws of the State of New Jersey

as Surety, hereinafter called the Surety, are held and firmly bound unto Fort Bend County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of Ladonia Street from Compton Street to Brisco
Canal for Fort Bend County, Bond Project 13107

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of June, 2017

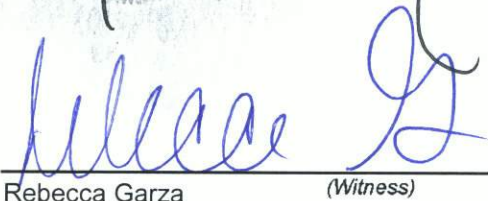

(Witness)

Mar-Con Services, LLC

(Principal)

By:


(Seal)
- owner
(Title)


Rebecca Garza
(Witness)

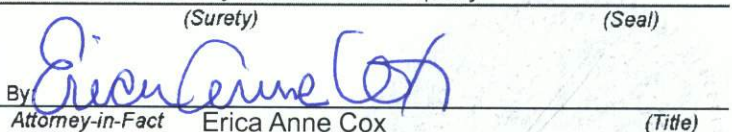


International Fidelity Insurance Company

(Surety)

(Seal)

By:


Attorney-in-Fact Erica Anne Cox
(Title)

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond

Principal Mar-Con Services, LLC

Obligee Fort Bend County

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

Erica Anne Cox

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 6th day of June, 2017.



STATE OF NEW JERSEY
County of Essex

Robert W. Minster

Chief Executive Officer (International Fidelity Insurance Company) and
President (Allegheny Casualty Company)



On this 6th day of June, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of June, 2017.

Maria H. Branco, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

REFERENCES

CROSBY LYNCHBURG ROAD (PHASE I)

\$4,043,169.20

4/7/2016 COMPLETION

HARRIS COUNTY

JULIA BOND

713-274-1564

LEAGUE CITY PARKWAY AND LEAGUE CITY BOULEVARD

\$2,174,096.92

9/30/2014 COMPLETION

CITY OF LEAGUE CITY

BOBBY MORRISON

281-554-1439

SOUTHMORE AVENUE PAVING AND DRAINAGE

\$6,759,791.98

4/23/2012 COMPLETION

HARRIS COUNTY

IRAJ (JAY) MOSTAMOND, P.E.

713-755-4933

ADDENDUM NO. 1

BIDFORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>SPEC. NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>		<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
A	<u>SITE PREPARATION AND EARTHWORK</u>						
1	Mobilization	500	1.00	LS	X	\$181,958.30	= \$181,958.30
2	Clearing and Grubbing	102	1.00	LS	X	\$67,689.30	= \$67,689.30
3	Roadway Excavation (including stripping)	110	6,490.00	CY	X	\$7.40	= \$48,026.00
4	Roadside Ditch regrade	120	5,960.00	LF	X	\$6.50	= \$38,740.00
5	Removing Old Structure (Pipes)	495	983.00	LF	X	\$13.20	= \$12,975.60
6	Remove Roadway Signs	500	13.00	EA	X	\$66.30	= \$861.90
7	Removing and Disposing of Existing Asphaltic Surface and Base Material	540	8,877.00	SY	X	\$2.30	= \$20,417.10
8	Removing and Disposing of Existing Asphaltic Surface and Base Material (Driveway)	540	864.00	SY	X	\$4.50	= \$3,888.00
SITE PREPARATION AND EARTHWORK SUBTOTAL							\$374,566.20
B	<u>SUBGRADE AND PAVING</u>						
9	Roadway Embankment	132	2,210.00	CY	X	\$4.90	= \$10,829.00
10	Lime-Stabilized Subgrade (8" Depth)	220	9,825.00	SY	X	\$3.30	= \$32,422.50
11	Hydrated Lime (Ty A) (7% by Dry Weight)	221	238.00	TON	X	\$167.20	= \$39,793.60
12	Hot Mix Asphaltic Concrete Base Course (Black Base)(6' Depth)	250	106.26	TON	X	\$101.00	= \$10,732.26
13	Mill Existing Pavement (1.5" Depth) DELETED	309	4,997.00	0 SY	X	N/A	= N/A
14	HMAC Tack Coat (0.15 gal/sy)	340	48.30	GAL	X	\$4.00	= \$193.20
15	Hot Mix - Hot Laid Asphaltic Concrete (1.5" Overlay) DELETED	340	413.00	0 TON	X	N/A	= N/A
16	Hot Mix - Hot Laid Asphaltic Concrete (2" Transitions at Intersections)	340	35.42	TON	X	\$249.00	= \$8,819.58
17	Concrete Pavement (8")	360	9,050.00	SY	X	\$47.40	= \$428,970.00
18	Cement Stabilized Sand Bedding and Backfill Material (for Driveways)	433	916.00	SY	X	\$11.60	= \$10,625.60
19	Cement Stabilized Backfill (for Culverts)(For Contractors information only)	433	489.00	TON	X	\$29.20	= \$14,278.80
20	Reinforced Concrete Curb (6")	530	5,885.00	LF	X	\$2.60	= \$15,301.00
21	Laydown Curb (2")	530	805.00	LF	X	\$3.00	= \$2,415.00
22	Reinforced Concrete Driveways (6")	530	916.00	SY	X	\$51.20	= \$46,899.20
SUBGRADE AND PAVING SUBTOTAL							\$621,279.74
C	<u>DRAINAGE</u>						
23	18" RCP (ASTM C76, Class III) (Rubber Gasketed)	460	7.00	LF	X	\$120.40	= \$842.80
24	24" RCP (ASTM C76, Class III) (Rubber Gasketed)	460	306.00	LF	X	\$43.90	= \$13,433.40
25	30" RCP (ASTM C76, Class III) (Rubber Gasketed)	460	225.00	LF	X	\$55.10	= \$12,397.50
26	18"x28.5" ARCH RCP(ASTM C506, Class III)(Rubber Gasketed)(Equivalent 24")(DES 3)	460	131.00	LF	X	\$98.50	= \$12,903.50
27	22.5"x36.25" ARCH RCP(ASTM C506, Class III)(Rubber Gasketed)(Equivalent 30")(DES 4)	460	168.00	LF	X	\$136.40	= \$22,915.20
28	Precast SET (Type II) (24") (RCP) (6:1) (P)	463	14.00	EA	X	\$1,570.80	= \$21,991.20
29	Precast SET (Type II) (30") (RCP) (6:1) (P)	463	18.00	EA	X	\$2,989.00	= \$53,802.00
30	Precast SET (Type II) (18"x28.5" ARCH) (RCP) (6:1) (P)	463	12.00	EA	X	\$2,975.40	= \$35,704.80
31	Precast SET (Type II) (22.5"x36.25" ARCH) (RCP) (6:1) (P)	463	8.00	EA	X	\$4,252.70	= \$34,021.60

ADDENDUM NO. 1

BIDFORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>SPEC. NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>		<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
32	Precast SET (Type I) (4' x 3') (RCB) (6:1) (P)	463	8.00	EA	X	\$8,667.70	= \$69,341.60
33	Precast Concrete Manhole	471	1.00	EA	X	\$2,218.80	= \$2,218.80
34	Armor Curb Slot	472	10.00	EA	X	\$3,041.90	= \$30,419.00
35	Precast RCB (4' x 3') (ASTM C1433)	480	87.00	LF	X	\$153.30	= \$13,337.10
36	Reinforced Concrete Slope Paving (4")	491	804.00	SY	X	\$138.30	= \$111,193.20
DRAINAGE SUBTOTAL							\$434,521.70
D	<u>TRAFFIC CONTROL</u>						
37	Traffic Control - Barricades, Barriers, Barrels, Cones and Signing	671	9.00	MO	X	\$1,305.20	= \$11,746.80
38	Temporary Residential Driveways	671	12.00	EA	X	\$1,104.20	= \$13,250.40
39	24" CMP (for Temp Drainage)	671	60.00	LF	X	\$59.70	= \$3,582.00
40	30" CMP (for Temp Drainage)	671	24.00	LF	X	\$66.10	= \$1,586.40
41	Precast RCB (4' x 3') (ASTM C1433)(for Temp Drainage)	671	24.00	LF	X	\$155.10	= \$3,722.40
TRAFFIC CONTROL SUBTOTAL							\$33,888.00
E	<u>SIGNING AND STRIPING</u>						
42	Remove and Relocate Mail Box	500	14.00	EA	X	\$186.50	= \$2,611.00
43	Aluminum Signs (Diamond Grade Sheeting)	624	12.00	EA	X	\$120.10	= \$1,441.20
44	Roadsign Traffic Sign Supports	646	12.00	EA	X	\$135.60	= \$1,627.20
45	Reflectorized Pavement Markings - Type I (W) (24") (SLD)	660	95.00	LF	X	\$6.00	= \$570.00
46	Reflectorized Pavement Markings - Type I (Y) (4") (BRK)	660	820.00	LF	X	\$0.80	= \$656.00
SIGNING AND STRIPING SUBTOTAL							\$6,905.40
F	<u>STORMWATER POLLUTION PREVENTION PLAN</u>						
47	Sodding	162	990.00	SY	X	\$3.40	= \$3,366.00
48	Sodding with Pegs	162	4,162.00	SY	X	\$4.50	= \$18,729.00
49	Seeding and Erosion Control Blanket	164	1.17	AC	X	\$2,260.00	= \$2,644.20
50	Hydro-Mulch Seeding (Roadway)	165	1.17	AC	X	\$1,489.00	= \$1,718.73
51	Filter Fabric Fence (60% of unit cost for furnish and installation and 40% of unit cost for removal)	713	5,778.00	LF	X	\$2.00	= \$11,556.00
52	Place & Maintain Stabilized Construction Access (Type 1 - Rock) (60% of unit cost for furnish and installation and 40% of unit cost for removal)	724	100.00	SY	X	\$21.20	= \$2,120.00
53	TPDES General Permit No. TXR150000; Notice of Intent (NOI) Application Fee (\$325) (Contractor's NOI)	700	1.00	EA	X	\$325.00	= \$325.00
54	Rock Filter Dam Type 4 (60% of unit cost for furnish and installation and 40% of unit cost for removal)	750	75.00	LF	X	\$97.70	= \$7,327.50
55	Concrete Truck Washout Structure	730	1.00	LS	X	\$678.00	= \$678.00
56	SWPPP Inspection & Maintenance (\$6,000/MO min bid)	751	10.00	MO	X	\$6,000.00	= \$60,000.00
STORMWATER POLLUTION PREVENTION PLAN SUBTOTAL							\$108,464.43

ADDENDUM NO. 1

BIDFORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>SPEC. NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>G</u>	<u>EXTRA WORK ITEMS</u>					
57	Uniform Peace Officer (Minimum: \$25/HR)		120.00	HR	X \$25.00	= \$3,000.00
58	Well Pointing (Min Bid. \$15/LF)		100.00	LF	X \$15.00	= \$1,500.00
59	Video Recording Construction	561	1.00	LS	X \$838.90	= 838.90
	EXTRA WORK ITEMS SUBTOTAL					\$5,338.90
**GRAND TOTAL (ITEMS A-G)						<u>\$1,584,954.37</u>

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.

MAR-CON SERVICES, LLC
Pasadena, TX United States

Certificate Number:
2017-218133

Date Filed:
06/05/2017

Date Acknowledged:

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

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 services, goods, or other property to be provided under the contract.

B17-077
Construction of Ladonia Street

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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 SEAL ABOVE

Sworn to and subscribed before me, by the said Mario Ramos, this the 6th day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Edgar Borunda

Printed name of officer administering oath

Project Engineer

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Pasadena, TX United States

Certificate Number:
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Date Filed:
06/05/2017

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:
06/28/2017

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 services, goods, or other property to be provided under the contract.

B17-077
Construction of Ladonia Street

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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