

**Vendor Information**

S E C CONSTRUCTION Co., INC.  
Legal Name of Contracting Company

741599979  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-802-7257 Telephone Number 936-825-1897 Facsimile Number

P.O. Box 447  
Complete Mailing Address (for Correspondence)

NAVASOTA, TX. 77868  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

ROGER DOUGLAS - OWNER  
Authorized Representative and Title (printed)

sandc.const@yahoo.com  
Authorized Representative's Email Address

Roger L. Douglas Signature of Authorized Representative 7/19/17 Date



**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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Document Completion: Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written information, must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 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 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 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. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole

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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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, July 25, 2017 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling.

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Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal

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execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the

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contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase from supplier to vendor must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.
- 1.36 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.

**2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently

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marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
  - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
  - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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- 2.8 **Gratuities:** Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 **Warranty/Price:**
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate

correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome

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the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract

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shall lie in Richmond, Fort Bend County, Texas.

- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete concrete pavement rehabilitation, as specified herein.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **1 October 2017 through 30 September 2018**, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### **5.0 BID DOCUMENT COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet.** The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

### **6.0 MODIFICATIONS:**

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

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**7.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 7.1 Effective January 1, 2018 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 7.2 On-line instructions:
- 7.2.1 Name of governmental entity is to read: Fort Bend County.
- 7.2.2 Identification number used by the governmental entity is: B18-006.
- 7.2.3 Description is the title of the solicitation: Concrete Pavement Rehabilitation.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

**8.0 INSURANCE:**

- 8.1 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.
- 8.2 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:

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- 8.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 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.
- 8.3 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.
- 8.4 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.

**9.0 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.

- 9.1 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.
- 9.2 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

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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.

- 9.3 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.
- 9.4 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.
- 9.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 9.6 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.
- 9.7 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.

#### **10.0 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](http://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.

Initials of Bidder: RLD



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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental. 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](http://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:

Initials of Bidder: RLD

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.

**11.0 PERMITS:**

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

**12.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

- 12.1 The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordinating of the work under this contract.
- 12.2 The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the Work. The Superintendent shall be satisfactory to the County and shall not be changed except with the approval of the County.
- 12.3 The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the Work. He shall obtain approval for the location of the equipment, supplies and construction access during the Work.
- 12.4 The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
- 12.4.1 All employees of the Work and all other persons who may be affected thereby.
- 12.4.2 All the Work and all materials to be incorporated therein, whether all storage on or off the site.
- 12.4.3 All property at the sites and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structured and utilities not designated for removal, relocation or replacement in the course of construction.
- 12.5 **Materials and Workmanship:** All Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

- 12.6 Test specimens of the various materials may be requested by the County at any time. The test specimens shall be furnished by the Contractor and test will be made by the County at the expense of the County.
- 12.7 All Manufacturer's product certifications required by the specifications shall be numbered consecutively, dated and submitted to the County as required.
- 12.8 **Removal of Defective Work:** If any materials provided under this Contract are condemned as not conforming with the requirements of the Contract Documents by the County Engineer, the Contractor shall, within a reasonable time after having received notice from the County Engineer to that effect, proceed to remove from the Project Site all condemned materials, whether worked or unworked and to take down all portions of the Work which have been condemned as unsound or improper or is in any way failing to conform to the Specifications and Contractor shall make good all Work damaged or destroyed thereby, including all adjacent Work damaged thereby.
- 12.9 **Cleaning:** As directed by the County, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the Work of the Contractor shall have the premises in a neat and clean conditions.
- 12.10 The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.
- 12.11 The County expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**13.0 COMPLETION TIME AND PAYMENT:**

- 13.1 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.
- 13.2 Based upon Applications for payment submitted to the Road and Bridge 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.
  - 13.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 13.2.2 Provided an application for payment is received by the Engineering Department not later than the 113th day of a month, Fort Bend County shall make payment to the Contractor not later than the 113th 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

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- made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.
- 13.2.3 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.
- 13.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
- 13.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
- 13.2.4.2 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%).
- 13.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
- 13.2.4.4 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.
- 13.2.4.5 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.
- 13.3 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.
- 13.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and

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expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

- 13.5 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.

**14.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

- 14.1 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.
- 14.2 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:
- 14.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 14.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 14.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**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

Initials of Bidder: RLD

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 TAX EXEMPT:**

Texas Sales and Use Taxes: 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, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. 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.

**17.0 AWARD:**

This contract will be awarded to the overall lowest bidder meeting specifications.

**18.0 REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from other governmental agencies (State, County, City, etc.) for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person, telephone number and email address as well as letters of recommendation.

**19.0 PERFORMANCE AND PAYMENT BONDS:**

The successful bidder must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of \$50,000.00 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 bidder. In the event Fort Bend County rejects the

Initials of Bidder: RLD

proposed surety company, the bidder will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

**20.0 SPECIFICATIONS AND BID PRICING:**

Specifications are available on the bid pricing form downloadable from Fort Bend County's website. All bid pricing must be completed in the Excel Pricing Form file provided on the County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing in the Excel file, and include an electronic copy of the completed Excel pricing form on CD or Flash Drive in the same sealed envelope with their copy of bid response. The electronic copy must be able to be saved by the Fort Bend County Purchasing Department to access the vendor's pricing and transfer of bid prices to the County's Excel tabulation file. A printed copy of the completed pricing form is to be included with the bid response. Pricing for items must meet the specifications as stated herein and include FOB Fort Bend County and inside delivery to any location within Fort Bend County.

**21.0 REQUIRED FORMS:**

All bidders are required to complete the attached and return with their submission:

- 21.1 Pricing Form in electronic Excel File
- 21.2 Vendor Form
- 21.3 W9 Form
- 21.4 Tax Form/Debt/Residence Certification
- 21.5 Contractor Acknowledgement of Stormwater Management Program

CONTRACT SHEET  
B18-006

THE STATE OF TEXAS  
COUNTY OF FORT BEND

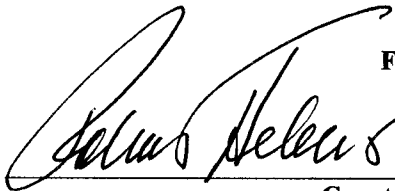
This memorandum of agreement made and entered into on the 22<sup>nd</sup> day of August, 2017  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
S + C Construction (hereinafter designated Contractor).  
(company name)

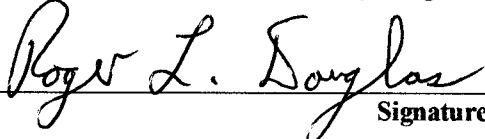
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Concrete Pavement Rehabilitation Services** 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 22 day of August 2017.

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

By:   
Signature of Contractor

By: ROGER L. DOUGLAS 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

**Vendor Information**

Federal ID # or S.S #	741599979	Dun and Bradstreet #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	SEC CONSTRUCTION CO., INC.		Year Business was Established <u>1968</u>
Remittance Address	P.O. Box 447		
City/State/Zip	NAVASOTA, TX. 77868		
Physical Address	14692 HWY 6		
City/State/Zip	NAVASOTA, TX. 77868		
County	<input type="checkbox"/> Fort Bend County    Other: <u>GRIMES</u>		
Phone/Fax Number	Phone: <u>281-802-7257</u>	Fax: <u>936-825-1897</u>	
Contact Person	<u>ROGER DOUGLAS</u>		
E-mail	<u>sandc.const@yahoo.com</u>		
Special Notes	<u>ALL MATERIALS ARE PURCHASED IN FORT BEND CO.</u>		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise    Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise    Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business    Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise    Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise    Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).			

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

# Request for Taxpayer Identification Number and Certification

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

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. <b>S&amp;C CONSTRUCTION COMPANY, INC.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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.) <b>14692 HWY 6 (P.O. Box 447)</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>NAVASOTA, TX 77868</b>	
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.

<b>Social security number</b>													
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7	4												

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/19/17</b>
------------------	----------------------------	-----------------------

## 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](http://www.irs.gov/fw9).

### Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. 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
  4. 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.: RFO

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

Taxpayer Identification Number (T.I.N.): 74-1599979

Company Name submitting Bid/Proposal: S&C CONSTRUCTION

Mailing Address: P.O. BOX 447 NAVASOTA, TX 77868

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

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

\_\_\_\_\_

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

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

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

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

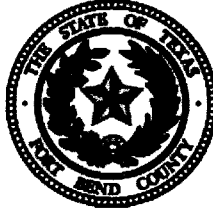
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend County requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated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

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

I certify that S&C CONSTRUCTION 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:

S&C CONSTRUCTION  
(Company/Contractor)

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

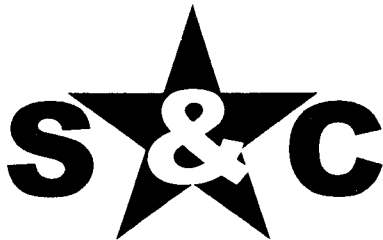
Roger L. Douglas  
Contractor Signature

7/19/17  
Date

ROGER L. DOUGLAS  
Printed Name

PRESIDENT  
Title

Cell: (281) 802-7257  
Fax: (936) 825-1897



**S & C CONSTRUCTION CO.,  
INC.  
NAVASOTA, TEXAS**

**CONCRETE PAVING AND REPAIRS**

POST OFFICE BOX 447 • NAVASOTA, TEXAS 77868

REFERENCES:

City of Sugar Land - Mike Wilkinson - 281-275-2466 - [mwilkinson@sugarlandtx.gov](mailto:mwilkinson@sugarlandtx.gov)

FBISD - Melvin Williams - 281-634-5567 - [melvinwilliams@fortbendisd.com](mailto:melvinwilliams@fortbendisd.com)

FBC - Marc Grant - 281-342-4513 - [lori.stansey@fortbendcountytexas.gov](mailto:lori.stansey@fortbendcountytexas.gov)



## CITY OF SUGAR LAND

*July 18, 2017*

*To: Fort Bend County*

*As an employee of the City of Sugar Land, I have been working with S & C Construction since 1993 on various street and drainage projects. Over the years, S & C Construction has provided competitive bids for construction projects and consistently provides excellent services. In addition to an outstanding product, S & C Construction also maintains good communications with homeowners, city personnel, fire, police and even assists with garbage pick-up when their work interferes with scheduled collection.*

*S & C Construction is currently performing work in year two of a five-year contract. The city issues a 12-month contract depending of that fiscal year budget which is typically 1 million to 4 million per year.*

*Please feel free to contact me at 281-275-2466 should you like to discuss S & C Construction's qualifications and experience further. I would be happy to expand on my recommendation.*

Sincerely,

A handwritten signature in cursive script that reads "Mike Wilkinson".

Mike Wilkinson  
CIP Project Manager  
City of Sugar Land  
111 Gillingham Lane  
Sugar Land, TX 77478  
Main 281 275-2450  
Direct 281 275-2466  
Cell 281 642-1722

From: **Stasney, Lori**

Lori.Stasney@fortbendcountytx.gov

Subject: **Letter from Marc Grant**

Date: Jul 19, 2017, 9:08:54 AM

To: **SANDC.CONST@YAHOO.COM**

Cc: **Grant, Marc**

Marc.Grant@fortbendcountytx.gov

Good morning Roger,

Attached is the letter from Marc Grant. If you have any questions please feel free to call.

Thank you and have a wonderful day.

***Lori Stasney***

*Fort Bend County Road & Bridge-Crabb*

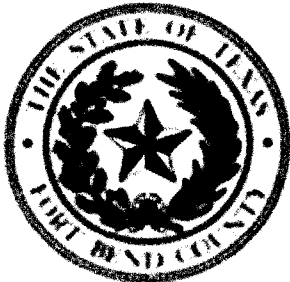
*P.O. Box 148*

*Richmond, TX 77406-0148*

*Direct: 281-238-3600*

*Fax: 281-238-3635*

*lori.stasney@fortbendcountytx.gov*



**MARC S. GRANT**  
Road Commissioner

**FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT**

Fort Bend County, Texas

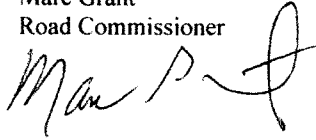
(281) 342-4513  
Fax (281) 238-3635

July 19, 2017

To whom it may concern,

S & C Construction has been a contractor for Fort Bend County in excess of 20 years. If you have any questions you can call at 281-342-4513.

Marc Grant  
Road Commissioner

A handwritten signature in black ink, appearing to read "Marc Grant", written in a cursive style.

From: **Williams, Melvin**

Melvin.Williams@fortbendisd.com

Subject: **letter**

Date: **Jul 18, 2017, 3:46:50 PM**

To: **sandc.const@yahoo.com**

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To whom this may concern:

- I have used S&C Construction (Rodger Douglas) for several years while working for Fort Bend ISD.
- Mr. Douglas have always been prompt and professional for each and every job.
- The workmanship is superb
- He always share his knowledge of the job.
- Mr. Douglas have been a vendor since July of 2006.

**Melvin Williams**

**Fort Bend ISD**

**West Zone Operation Manager**

**281-634-5567 office**

**281-330-6553 cell**

**281-327-5567 fax**

**If learning is an important part of leadership, then it follows humility is an essential attribute as well. After all, you can't learn new things if you cannot admit you're a work in progress. Be open to recognizing your own faults, so you can grow as both a leader and a human being.**

**Fort Bend County Pricing Form**  
**Bid 18-006**  
**Term Contract for Concrete Pavement Rehabilitation**

**Vendor Name: S & C Construction**

Concrete Pavement Removal Service Specifications	Estimated Annual Quantity	Unit Bid Price	Extended Total
<p>Concrete pavement removal and replacement, price per square yard</p> <p>Provide unit bid price for complete concrete pavement and replacement at such site as determined by Fort Bend County Road &amp; Bridge. Unit price shall include all labor, equipment and material to completely restore the designated roadway section. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, reseal all expansion joints, striping, traffic buttons, traffic control and final cleanup complete and in place. The work will be considered a priority item and must be expedited. Traffic control plan may be required. Work must be completed within the time frame given in the work order. 12 sq yard site minimum. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within</p>	60	\$ 84.00	\$ 5,040.00
<p>Concrete pavement removal, disposal and replacement-6" thickness, price per square yard</p> <p>Remove and dispose of existing 6-inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, reseal all expansion joints, striping, traffic buttons, traffic control and final cleanup complete and in place. Traffic control plan may be required. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours</p>	1100	\$ 79.00	\$ 86,900.00

**Vendor Name: S & C Construction**

<b>Concrete Pavement Removal Service Specifications (cont'd)</b>	<b>Estimated Annual Quantity</b>	<b>Unit Bid Price</b>	<b>Extended Total</b>
<p>Concrete pavement removal, disposal and replacement-7" thickness, price per square yard</p> <p>Remove and dispose of existing 7- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, reseal all expansion joints, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. Traffic control plan may be required. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours.</p>	3800	\$ 82.00	\$ 311,600.00
<p>Concrete pavement removal, disposal and replacement-8" thickness, price per square yard</p> <p>Remove and dispose of existing 8- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 8-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, reseal all expansion joints, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. Traffic control plan may be required. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours.</p>	3000	\$ 84.00	\$ 252,000.00
<b>Grand Total for above items:</b>			<b>\$ 655,540.00</b>

**Vendor Name: S & C Construction**

**Additional Pricing:**

<p>Concrete pavement removal, disposal and replacement- Type III cement 6" thickness, price per square yard</p> <hr/> <p>Use Type III cement in lieu of Type I. Class K modified mix approved by TxDot. Remove and dispose of existing 6-inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours.</p>	1100	\$ 95.00	\$ 104,500.00
<p>Concrete pavement removal, disposal and replacement- Type III cement 7" thickness, price per square yard</p> <hr/> <p>Use Type III cement in lieu of Type I. Class K modified mix approved by TxDot. Remove and dispose of existing 7- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours.</p>	3800	\$ 98.00	\$ 372,400.00
<p>Concrete pavement removal, disposal and replacement- Type III cement 8" thickness, price per square yard</p>	3000	\$ 99.00	\$ 297,000.00

<p>Use Type III cement in lieu of Type I. Class K modified mix approved by TxDot. Remove and dispose of existing 8- inch concrete paving and 8-inch thickness subgrade material. Install 8-inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Include removal and disposal of existing pavement material, removal and replacement of curbs, driveway paving joints, and dowels to existing paving, finish grading, reseal all expansion joints, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place. Traffic control plan may be required. Contractor may be subject to respond to emergency repairs and be mobilized and onsite within 48 hours.</p>			
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**Vendor Name:**

<b>Additional Pricing (cont'd):</b>			
Inlet apron repair, price per each	10	\$ 700.00	\$ 7,000.00
Remove and replace storm drain inlet aprons. Remove and dispose of existing concrete aprons. Install 6-inches cement stabilized sand, compacted. Provide reinforcing steel to match existing. Provide ¾" expansion board at pavement interface. Furnish and install caulk sealant at joints. (Location is in vicinity of pavement repairs)			
Curb repair, price per foot	500	\$ 10.00	\$ 5,000.00
Remove and replace broken curb sections. Neat saw cut each end of curb section. Replace any dowel broken or damage. (Location in vicinity of pavement repairs)			
Excessive excavation, price per cubic yard	100	\$ 18.00	\$ 1,800.00
Remove all unsuitable material below the required 8-inch cement stabilized sand and replace for select fill, compacted as specified:			
Crushed concrete base course, price per cubic yard	100	\$ 29.00	\$ 2,900.00
Provide crushed concrete base course complete in place.			
Flexible base crushed stone, price per cubic yard	100	\$ 29.00	\$ 2,900.00
Provide flexible base crushed stone complete in place.			
Cement stabilized sand, price per cubic yard	100	\$ 29.00	\$ 2,900.00
Provide cement-stabilized sand complete in place.			
Structural fill, price per cubic yard	1000	\$ 60.00	\$ 60,000.00
Provide structural fill complete in place.			
Saw cut concrete, price per linear foot	200	\$ 12.00	\$ 2,400.00
This item will be measured in linear feet. Includes all materials, labor, equipment and superintendence for saw cutting concrete to a total minimum depth of 4 ½ - inches; epoxy bond applications and joint sealant.			

**Vendor Name: S & C Construction**

**Additional Pricing (cont'd):**

Concrete pavement removal, disposal and replacement-4-1/2", price per yard	200	\$ 60.00	\$ 12,000.00
<p>This item will be measured in square yard. Includes all materials, labor, equipment and superintendence for demolition, removal and proper disposal of 4½-inch concrete (driveways, sidewalks &amp; wheel chair ramps). Install sand subgrade material, subgrade preparation and compaction, bonding applications, placement of reinforcement steel and concrete and providing new joint with sealant. Also includes installation of replacement headers and expansion joints where applicable. Safety and traffic control and full site restoration. Traffic control plan may be required.</p>			
Inlet top adjusting/repair, price per each	10	\$ 600.00	\$ 6,000.00
<p>Inlet tops completely adjusted or repaired will be measured as each inlet adjusted or repaired. Includes all materials, labor, equipment and superintendence for removal of inlet tops only, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding inlet top to the original top dimensions conforming to the surface as specified in the City of Sugar Land Design.</p>			
Inlet adjusting/repair, price per each	10	\$ 600.00	\$ 6,000.00
<p>Inlets completely adjusted or capped will be measured as each inlet adjusted. Includes all materials, labor, equipment and superintendence for demolition and removal of inlet tops, rings, covers, plates, grates and other associated casting, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding inlet vertical walls (0" to 24" maximum) and second stage to the original top dimensions and installation of existing inlet castings - ring, cover, plate or grate. Replacement of inlet top conforming to the surface as specified in the City of Sugar Land Design. Inlet adjustments and repairs are not to exceed 24 inches for this pay item. Additional compensation will be considered for adjustments and repairs exceeding 24 inches.</p>			
Manhole adjusting/repair, price per each	10	\$ 600.00	\$ 6,000.00

Manholes completely adjusted or capped will be measured as each manhole adjusted. Includes all materials, labor, equipment and superintendence for removal of manhole rings & covers, cleaning contact areas of all mortar and grease, adjustment of height, rebuilding manhole to the original top dimensions and installation of new manhole ring & cover with the top conforming to the surface as specified in the City of Sugar Land Design Standards. Manhole adjustments and repairs are not to exceed 24 inches for this pay item. Additional compensation will be considered for adjustments and repairs exceeding 24 inches.

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**Fort Bend County Tabulation**  
**Bid 18-006**  
**Term Contract for Concrete Pavement Rehabilitation**

**Term: 1 October 2017 through 30 September 2018**

**Recommendation: S & C Construction Company, Inc.**

Service	S & C Construction Company Navasota	Alliance Industrial and Commercial Services Rosenberg	ISI Contracting Inc. Houston
	Form 1295		
	Yes		
<b>Lawson Number 10396</b>	<b>Price per Square Yard</b>		
Concrete pavement removal and replacement	\$ 84.00	\$ 120.00	\$ 260.00
Concrete pavement removal, disposal and replacement-6" thickness	\$ 79.00	\$ 122.00	\$ 155.00
Concrete pavement removal, disposal and replacement-7" thickness	\$ 82.00	\$ 131.00	\$ 176.00
Concrete pavement removal, disposal and replacement-8" thickness	\$ 84.00	\$ 140.00	\$ 199.00
<b>Grand Total for above items:</b>	<b>\$ 655,540.00</b>	<b>\$ 1,059,200.00</b>	<b>\$ 1,451,900.00</b>
<b>Additional Pricing:</b>			
Concrete pavement removal, disposal and replacement-Type III cement 6" thickness, price per square yard	\$ 95.00	\$ 135.00	\$ 169.00
Concrete pavement removal, disposal and replacement-Type III cement 7" thickness, price per square yard	\$ 98.00	\$ 144.00	\$ 193.00
Concrete pavement removal, disposal and replacement-Type III cement 8" thickness, price per square yard	\$ 99.00	\$ 153.00	\$ 223.00
Inlet apron repair, price per each	\$ 700.00	\$ 1,430.00	\$ 1,800.00
Curb repair, price per foot	\$ 10.00	\$ 12.00	\$ 10.00
Excessive excavation, price per cubic yard	\$ 18.00	\$ 50.00	\$ 70.00
Crushed concrete base course, price per cubic yard	\$ 29.00	\$ 40.00	\$ 175.00
Flexible base crushed stone, price per cubic yard	\$ 29.00	\$ 35.00	\$ 240.00
Cement stabilized sand, price per cubic yard	\$ 29.00	\$ 60.00	\$ 170.00
Structural fill, price per cubic yard	\$ 60.00	\$ 35.00	\$ 125.00
Saw cut concrete, price per linear foot	\$ 12.00	\$ 10.00	\$ 9.00
Concrete pavement removal, disposal and replacement-4-1/2", price per yard	\$ 60.00	\$ 120.00	\$ 260.00
Inlet top adjusting/repair, price per each	\$ 600.00	\$ 1,200.00	\$ 1,025.00
Inlet adjusting/repair, price per each	\$ 600.00	\$ 1,200.00	\$ 3,000.00
Manhole adjusting/repair, price per each	\$ 600.00	\$ 1,560.00	\$ 1,000.00

Apex Consulting Group - Disqualified: Did not provide required references.

Total Contracting Limited - Disqualified: Did not provide required references.

# 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

Certificate Number:  
2017-246443

Date Filed:  
08/07/2017

Date Acknowledged:

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

S & C Construction  
Navasota, TX United States

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.

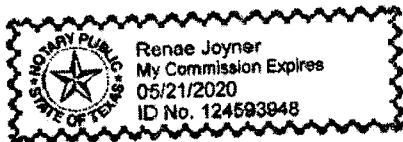
B18-006  
Concrete Pavement Rehabilitation

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.



Roger L. Douglas  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roger L Douglas, this the August day of 8, 2017, to certify which, witness my hand and seal of office.

Rena Joyner  
Signature of officer administering oath

Rena Joyner  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 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.**  
 S & C Construction  
 Navasota , TX United States

**Certificate Number:**  
 2017-246443

**Date Filed:**  
 08/07/2017

**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:**  
 08/22/2017

**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.**  
 B18-006  
 Concrete Pavement Rehabilitation

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