

Control 0543-02-063, etc.
 Project CC 543-2-63, etc.
 Highway FM 359/FM 1093 Westpark Extension Phase II
 County FORT BEND

BID #17-087
 OPEN: July 25, 2017
 2:00 P.M.

**INVITATION TO BID
 FM 359/FM 1093 WESTPARK EXTENSION PHASE II
 FORT BEND COUNTY, TEXAS**

BID #17-087

Fort Bend County solicits bids on the following project:

Contract to furnish labor, equipment, materials and incidentals as required for:

Bid #17-087, FM 359/FM 1093 WESTPARK EXTENSION PHASE II.

Sealed bids in duplicate will be received in the Fort Bend County Purchasing Department, until **2:00 P.M. on July 25, 2017. Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **July 25, 2017 at 2:00 P.M.** in the Purchasing Agents office located at 301 Jackson Street, Suite 201, Richmond, TX 77469.

All bids must be marked on the outside of the envelope:

Bid #17-087, FM 359/FM 1093 WESTPARK EXTENSION PHASE II.

Bidder's name and return address should be on the outside of the envelope.

Plans and specifications in PDF format may be obtained on CD from the Fort Bend County Purchasing Department located at 301 Jackson Street, Suite 201, Richmond, TX 77469, and are available at www.civcastusa.com

An optional pre-bid meeting will be held at 3:00 PM on Thursday, July 13, 2017 at 301 Jackson Street, First Floor Conference Room, Richmond, TX 77469.

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, phone number (281) 341-8643, e-mail: Debbie.Kaminski@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, July 18, 2017 at 3:00 p.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

Bids may be completed on the forms and Bid sheets provided. The Contractor may regenerate the Bid form. However, it is at the Contractor's own risk. If any errors are found, the bid will be considered as non-responsive. All bids must be completed on 8.5"x11" paper.

AS PER ORIGINAL

Each Bid must be accompanied by a good and sufficient bid guaranty in the amount of five percent (5%) of the total contract price. Use either a guaranty check or a printed bid bond. A bid bond must be executed with a surety company authorized to do business in this state. Within thirty (30) days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid and prior to commencement of the actual work, the bidder shall furnish a performance bond and a payment bond to the County for the full amount of the contract.

Control 0543-02-063, etc.
 Project 543-2-63, etc.
 Highway FM 1093 Westpark Extension Phase II
 County FORT BEND

BID TO FORT BEND COUNTY

2014 SPECIFICATIONS

CONSTRUCTION OF FM 359/FM 1093 WESTPARK EXTENSION FROM WEST OF CROSS CREEK RANCH BLVD TO EAST OF FM 1463/FM 359 CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.

The quantities in the Bid are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 420 calendar days per Item 8.3.1.5 and will be accepted when fully completed and finished to the satisfaction of TxDOT, Fort Bend County or designee.

Each Bid must be accompanied by a good and sufficient bid guaranty in the amount of five percent (5%) of the total contract price. Use either a guaranty check or a printed bid bond. A bid bond must be executed with a surety company authorized to do business in this state. Within thirty (30) days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid and prior to commencement of the actual work, the bidder shall furnish a performance bond and a payment bond to the County for the full amount of the contract.

Any addenda issued amending this Bid and/or the plans that have been acknowledged by the Bidder, become part of this Bid.

By signing the Bid the Bidder certifies:

1. The only persons or parties interested in this Bid are those named and the Bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. In the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. The signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. That the certifications and representations contained in the Bid are true and accurate and the Bidder intends the Bid to be taken as a genuine government record.

• Signed: **
 (1) Mark Lively (2) _____ (3) _____
 Print Name:
 (1) Mark Lively (2) _____ (3) _____
 Title:
 (1) Estimating Manager (2) _____ (3) _____
 Company:
 (1) Webber, LLC (2) _____ (3) _____

• Signatures to comply with Item 2 of the specifications.
 **Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.
 * When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.

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NOTE: Bold capitalized Specification Sections are included in the **Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges** dated **November 1, 2014** and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Bidder and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Contractor during Bid, post-bid, or construction phase of the Project.

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NOTE: For the purpose of construing this Bid and the attached form of Contract, the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, as adopted by the Texas Department of Transportation on November 1, 2014, hereinafter referred to are approved and incorporated herein by reference for all purposes by Fort Bend County as official specifications, together with and to be modified by the Special Provisions and Special Specifications as are listed herein.

BID PACKAGE CHECKLIST

Items checked below represent components which comprise this Bid Package. If the item is not designated on the left side of the form by Fort Bend County, it is not applicable to this Bid. Bidders are asked to review the Package to ensure that all applicable parts have been included. If any portion of the Package is missing, notify Fort Bend County Purchasing Department at 281-341-8640.

It is the Bidder's responsibility to be thoroughly familiar with all Bid Requirements and Specifications.

Bidder must check the right-hand column when task is completed. Submit this form with the appropriate bid documents with Bid Package.

- | | | |
|----------|---|----------|
| <u>X</u> | <u>1. NOTICE TO THE BIDDER AND BID SHEETS</u> | <u>✓</u> |
| | Must be completed and signed in ink. Failure to do so will cause Bid(s) to be rejected. | |
| <u>X</u> | <u>2. FORT BEND COUNTY CONTRACT</u> | <u>✓</u> |
| | This Contract MUST be signed by an officer or authorized representative prior to the award of Bid. Contract is not binding until countersigned by Fort Bend County Commissioners' Court. | |
| <u>X</u> | <u>3. BID GUARANTY REQUIREMENTS</u> | <u>✓</u> |
| | This Bid Guaranty applies to certain Bids as stated in Fort Bend County Terms and Conditions. | |
| <u>X</u> | <u>4. BIDDER'S CHECK RETURN</u> | <u>✓</u> |
| | Bidder must submit with Bid Package. | |
| <u>X</u> | <u>5. FINANCIAL AND QUALIFICATIONS STATEMENT</u> | <u>✓</u> |
| | Bidder must submit with Bid Package, when this information is required. | |
| <u>X</u> | <u>6. GENERAL REQUIREMENTS AND TERMS</u> | <u>✓</u> |
| | Bidder should be familiar with all General Requirements and Terms, including Local Government Items 1L through 9L | |
| <u>X</u> | <u>7. SUBMITTING PROCEDURE</u> | <u>✓</u> |
| | Sealed envelope containing bid documents must be marked with the following: Contractor/company name, opening date, project number, and project title. | |
| <u>X</u> | <u>8. AFFIDAVIT AND NON-COLLUSION AFFIDAVIT</u> | <u>✓</u> |
| | Bidder must submit with Bid Package. | |
| <u>X</u> | <u>9. ADDENDA ACKNOWLEDGEMENT</u> | <u>✓</u> |
| | Bidder must submit with Bid Package. | |

- X 10. VENDOR INFORMATION, W-9, TAX FORM, AND FORM 1295 ✓
Bidder must submit with Bid Package.
- X 11. CHILD SUPPORT STATEMENT ✓
Bidder must submit with Bid Package.
- X 12. CONTRACTOR ACKNOWLEDGEMENT OF STORMWATER MANAGEMENT PROGRAM ✓
Bidder must submit with Bid Package.

INSURANCE REQUIREMENTS PER ITEM 3L.4.3:

- X 13. WORKERS' COMPENSATION ✓
Bidder must submit with Bid Package.
- X 14. EMPLOYERS' LIABILITY INSURANCE ✓
Bidder must submit with Bid Package.
- X 15. COMMERCIAL GENERAL LIABILITY INSURANCE ✓
Bidder must submit with Bid Package.
- X 16. BUSINESS AUTOMOBILE LIABILITY INSURANCE ✓
Bidder must submit with Bid Package.

THE FOLLOWING ITEMS APPLY ONLY TO THE BIDDER WHO HAS BEEN AWARDED THE PROJECT. SUBMIT WITHIN 15 DAYS AFTER WRITTEN NOTIFICATION OF AWARD:

- X 17. TEST REPORTS _____
If awarded contract, Test Reports must be submitted, if applicable.
- X 18. MATERIAL SAFETY DATA SHEETS _____
If awarded contract, Material Safety Data Sheets must be furnished, if applicable.
- X 19. PERFORMANCE BOND REQUIREMENTS _____
This Bond applies to Bids that will exceed the sum of \$100,000.00 as stated in the Fort Bend County Terms and Conditions.
- X 20. PAYMENT BOND REQUIREMENTS _____
This Bond applies to Bids that will exceed the sum of \$25,000.00 as stated in the Fort Bend County Terms and Conditions.
- X 21. TxDOT FORM 1560 _____
If awarded contract, Form 1560 must be submitted, if applicable.
- X 22. DBE COMMITMENT _____
If awarded contract, DBE Commitment must be submitted, if applicable.

THE FORT BEND COUNTY BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) Webber, LLC

1725 Hughes landing Boulevard, Suite 1200, The Woodlands, Texas 77380

Hereinafter called the Principal, and (Surety Name) Liberty Mutual Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto The Fort Bend County, hereinafter called the Oblige, in the sum of not less than five percent (5%) of the engineer's estimate, rounded to the nearest one thousand dollars, as a proposal guaranty (amount displayed on the cover of the Bid), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

Control	0543-02-063, etc.
Project	543-2-63, etc.
Highway	FM 359/FM 1093 Westpark Extension Phase II
County	FORT BEND

NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige in accordance with the terms of such bid; then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Oblige, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

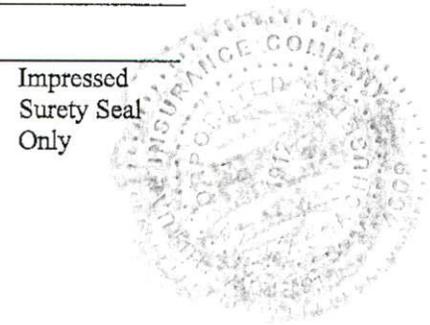
Signed this 25th Day of July 2017

By: Webber, LLC
(Contractor/Principal Name)

Maed Livia Estimating Manager
(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: Liberty Mutual Insurance Company
(Surety Name)

Adrienne C. Stevenson
(Signature of Attorney-in-Fact)



*Attach Power of attorney (Surety) for Attorney-in-Fact Surety Seal

Impressed
Surety Seal
Only

This form may be removed from the Bid.

STATE OF ILLINOIS
COUNTY OF COOK

I, Katherine J. Foreit, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

LIBERTY MUTUAL INSURANCE COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 25th day of July A.D. 2017

Katherine J Foreit

Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7735169

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson; Amy B. Wickett; C. R. Hernandez; Gabriel Jacquez; John K. Johnson; Katherine J. Foreit; Triniy Garcia

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2017.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of July, 2017.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Webber, LLC
Attn: Mark Lively
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380

Control	0543-02-063, etc.
Project	543-2-63, etc.
Highway	FM 359/FM 1093 Westpark Extension Phase II
County	FORT BEND

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by Fort Bend County at the public bid opening.

It is understood and agreed by the Bidder in signing this Bid that the total bid amount entered below is not binding on either the Bidder or Fort Bend County. It is further agreed that **the official total bid amount for this Bid will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this Bid and then totaling all of the extended amounts.**

Webber, LLC

Bidder: (Company Name)

\$ 20,881,997.72

Total Bid Amount

\$ Twenty million eight hundred eighty one

Total Bid Amount in Words

thousand nine hundred ninety seven
dollars and seventy two cents

CONTRACT

THE STATE OF TEXAS §

FORT BEND COUNTY §

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Fort Bend County, Texas, a political subdivision of the State of Texas, hereinafter called, "County" and WEBBER LLC

_____ a LIMITED LIABILITY COMPANY, whose principal place of business is located at 1725 HUGHES LANDING, THE WOODLANDS, TX, and is hereinafter called "Contractor."

WHEREAS, County has awarded to Contractor a contract for the construction of a Public Works Project generally described as **BID #17-087 CONSTRUCTION OF FM 359/FM 1093 WESTPARK EXTENSION FROM WEST OF CROSS CREEK RANCH BLVD TO EAST OF FM 1463/FM 359 CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.**

and being more particularly described in the Plans and Specifications accompanying this agreement, and;

WHEREAS, Contractor has agreed to construct such Public Works project in conformity with the Plans and Specifications and to supply all necessary labor and materials at the prices set forth in the bid form submitted by Contractor and accompanying this agreement:

NOW THEREFORE be it agreed by County and contractor as follows:

1. The following documents attached hereto and accompanying this agreement are incorporated herein, and the provisions set forth therein shall become a part of this agreement:

- a. Notice to the Bidder
- b. Bid Sheets
- c. General Provisions and Attachments
- d. Special provisions
- e. Technical Provisions including all Plans, Specifications and Technical Requirements
- f. Contractor's Performance and Payment Bonds

2. It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by its County Auditor for the purpose of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified, available for the purpose of satisfying County's obligations under the terms and provisions of this agreement. Should County, without cause, fail or refuse to pay Contractor any consideration due under this agreement or fail to refuse to appropriate such

additional funds, if any, as may be required to complete the contract work, then the sole and exclusive remedy of Contractor shall be to terminate this agreement and take possession of any goods or materials not then complete in place and for which County had not previously paid the consideration established under this agreement.

3. This Contract, including all items listed under Number 1 page 11 of 232, contains the whole agreement between the conditions, or collateral agreements, other than those expressly set forth herein.

Effective as of the date first written hereinabove.

CONTRACTOR
BY: *Tim Creson*
NAME: Tim Creson
TITLE: President
COMPANY: Webber, LLC

(If this Contract is with a Corporation, it must be executed by an officer thereof and the seal of the Corporation impressed.)

FORT BEND COUNTY, TEXAS

Robert E. Hebert

Robert E. Hebert
Fort Bend County Judge

12-19-2017

Date
*Approved by Commissioners Court
September 12, 2017*

ATTEST:

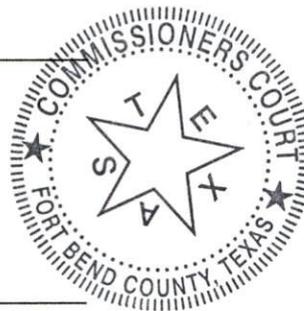
Laura Richard

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis

Richard W. Stolleis, P. E., County Engineer



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 20,881,987.72 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Control 0001-03-030
 Project STP 2000(938)HES
 Highway SH 20
 County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	104	509	X	REMOV CONC(SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
							Total Bid Amount	\$2,664.00	

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Project: CONSTRUCTION OF FM 359/FM 1093 WESTPARK EXTENSION FROM WEST OF CROSS CREEK RANCH BLVD TO EAST OF FM 1463/FM 359 CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.

Highway: FM 359/FM 1093 WESTPARK EXTENSION PHASE II

County: FORT BEND

CSJ No.: 0543-02-063, etc.

The following goal for disadvantaged business enterprises is established:

DBE
6%

Certification of DBE Goal Attainment

By signing the Bid, the Bidder certifies that the above DBE Goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substitute the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the Bid. As a result, the Bid guarantee of the Bidder will be property of Fort Bend County and the Bidder will be excluded for rebidding on the project when it is re-advertised.

CONTRACTOR

By: Mark Lively

Name: Mark Lively

Title: Estimating Manager

Phone: 281-907-8600

ADDENDA ACKNOWLEDGEMENT

The undersigned proposes and agrees to perform all work of whatever nature required, in strict accordance with the Drawings and Specifications, for the following sum of prices, to wit:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

Accompanying this Bid is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the engineer's estimate, rounded to the nearest one thousand dollars. Also accompanying this Bid is all information required in the Bidding Requirements.

It is understood that Fort Bend County reserves the right to reject any and all bids and to waive any informality received in the bids.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a Performance Bond and a Payment Bond for the full amount of the Contract, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, to guarantee the work for a period of one year after final acceptance by the Owner, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

The undersigned certifies that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final. The unit prices have been shown in words and figures for each item listed in the Bid and it is understood that in the event of a discrepancy, **the words shall govern.**

Receipt is hereby acknowledged the following Addenda to the Contract Documents.

Addendum No. 1 dated	<u>7/21/17</u>	Received	<u>Mark Ludy</u>
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____

Webber, LLC / Mark Ludy
Contractor
By Estimating Manager
(Title)
1725 Hughes Landing Blvd., Suite 200
(Address)
The Woodlands, TX 77380
(City, State, and Zip Code)
281-907-8600
(Area Code) (Telephone)

CONTRACTOR QUALIFICATION STATEMENT

(REQUIRED WITH ALL BIDS)

Webber, LLC 7/25/17
Name of Firm Date Completed

1725 Hughes Landing Blvd., Suite 1200
Street Address

The Woodlands, TX 77380
City State Zip Code

Phone No: 281-907-8600 Fax No: 281-821-4914

Construction Capabilities: General: Yes No
Roadway Construction: Yes No
Bridge Construction: Yes No
Other: (Specify): _____

FOR CORPORATION USE ONLY:

Date of Incorporation State(s) in which Incorporated

If Not Incorporated in State where work is being performed, give Certificate of Authority to do business in this State:

Certificate No. _____ Date: _____

PRESIDENT'S NAME VICE PRESIDENT'S NAME

SECRETARY'S NAME TREASURER'S NAME

FOR PARTNERSHIP USE ONLY:

Date of Organization

Partnership is:

Assoc. _____
General _____
Ltd. _____

**NAMES, ADDRESSES, PHONE AND FAX NUMBERS
OF ALL PARTNERS WITH ZIP CODES
(USE ADDITIONAL SHEET, IF NECESSARY)**

1. _____
2. _____
3. _____

GENERAL INFORMATION

Percentage (%) of Work Performed by Firm's Employees: 70

Number of Permanent Employees: 1900

Number of Years in Business: 53

Geographical Limits: _____

If you have done business under a different name, please give name and location:
WW Webber, LLC Houston, TX

Has Firm ever failed to complete Project or defaulted on a Contract? If so, state where and why:
No

Has Firm ever been engaged in Litigation over any Contract with a Project Owner? If so, explain:

PRESENT PROJECTS

List the Major Construction Projects your Organization presently has under Construction: (Use Additional Sheet, if Necessary)

<u>PROJECT</u>	<u>REPRESENTATIVE/ OWNER & PHONE NO.</u>	<u>ARCHITECT/ENGINEER & PHONE NO.</u>	<u>CONTRACT AMOUNT</u>	<u>ESTIMATED DATE OF COMPLETION</u>
1.	<i>See attached sheets</i>			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COMPLETED PROJECTS

List the Major Construction Projects your Organization has completed in the past three years:

<u>PROJECT</u>	<u>RPRESENTATIVE/ OWNER & PHONE NO.</u>	<u>ARCHITECT/ENGINEER & PHONE NO.</u>	<u>CONTRACT AMOUNT</u>	<u>DATE COMPLETED</u>
1.	<i>See attached sheets</i>			
2.				
3.				
4.				
5.				
6.				
7.				

FINANCIAL CONDITION

\$ 1,000,000,000
Bonding Capacity
Per Job

\$ 5,000,000,000
Maximum Aggregate
Bonding Capacity

Marsh
Bonding Company

Adrienne Stevenson
Bonding Company Agent

540 W. Madison St., Chicago, IL 60661
Address and Zip Code

Attach Statement of Financial Condition, including Contractor's latest regular-dated Financial Statement or Balance Sheet, which must contain the following items:

CURRENT ASSETS: (Cash, Joint Venture Accounts, Accounts Receivable, Notes Receivable, Accrued Interest on Notes, Deposits, and Materials and Prepaid Expenses), Net Fixed Assets amid other Assets.

CURRENT LIABILITIES: (Accounts Payable, Notes Payable, Accrued Interest on Notes, Provision for Income Taxes, Advances Received from Owners, Accrued Payroll Taxes), other Liabilities and Capital, (Capital Stock, Authorized and Outstanding Shares Par Values, Earned Surplus.)

2016
Date of Statement or
Balance Sheet

Deloitte & Touche LLP
1111 Bagby Street
Houston, TX 77002
Name and Address with Zip Code of
Firm Preparing Statement

REFERENCES

References (Bank and Trade) with Addresses, Phone Numbers and Zip Codes:

- 1. See attached sheet
- 2. _____
- 3. _____

CONTRACTOR

By: Mark Lively
Name: Mark Lively
Title: Estimating
Phone: 281-907-8600

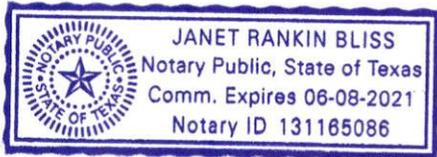
VERIFICATION

THE STATE OF TEXAS §

COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared, who being by me first duly sworn, deposed and said that he/she has executed the above and foregoing CONTRACTOR'S QUALIFICATION STATEMENT in the capacity stated, as the authorized act of Contractor and that every statement contained therein is within his/her personal knowledge and found to be true and correct.

Sworn to and signed before me this 25th day of July, 2017.



Janet Rankin Bliss
Notary Public
Name: Janet Rankin Bliss
Commission Expires: 06-08-2021



COMPANY NAME/ADDRESS: WEBBER, LLC
1725 HUGHES LANDING BLVD., SUITE 1200
THE WOODLANDS, TX 77380

OFFICE PHONE: (281) 907-8600

TYPE OF BUSINESS: General Contractor

CONDUCTING BUSINESS AS: Limited Liability Company

YEARS IN BUSINESS: Since 1987

<u>OFFICERS NAMES</u>	<u>TITLES</u>
TIM CRESON	PRESIDENT
MARIO MENENDEZ	SECRETARY

BANK REFERENCE: Bank of America Merrill Lynch
901 Main Street, 8th Floor
Dallas, TX 75202-3714
Attn: Michael Lee
888-715-1000 Ext 51585
dedicatedcentraltwo@bankofamerica.com

TRADE REFERENCES:

Willow City Sign & Rail, Inc.	38931 FM 1774 Rd Magnolia, TX 77355	Cindy Rhoades	crhoades@willowcity.net
Southern Crushed Concrete	14329 Chrisman Road Houston, TX 77039	Janice Conway	janice.conway@scctx.com
Mica Corporation	P. O. Box 161609 Ft. Worth, TX 76161	Carla Danford	Carla.Danford@micacorporation.com
Ram Tool Construction Supply	10001 Fannin Suite 700 Houston Tx 77045	Simon J. Mott	arcustomerrequest@ram-tool.com

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the below address via the United States Postal Service. Thank you.

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTOR'S ASSURANCE
(Subcontracts-Federal Aid Projects)

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

By signing this Bid, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provision to Section 9.9, "Payment Provisions for Subcontractors", all subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following:

Special Provision "Certification of Nondiscrimination in Employment"

Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)

Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)

Form FHWA 1273 "Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

Contact/Help



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

Vendor Information

Federal ID # or S.S #	74-2454910	Dun and Bradstreet #	180539660
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	Webber, LLC Year Business was Established _____		
Remittance Address	1725 Hughes Landing Blvd., Suite 1200		
City/State/Zip	The Woodlands, TX 77380		
Physical Address	Same as Remittance Address		
City/State/Zip			
County	Fort Bend County Other: Montgomery		
Phone/Fax Number	Phone: 281-907-8600 Fax: 281-821-4914		
Contact Person	Mark Lively		
E-mail	mark.lively@wwebber.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" 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

4'S PER ORIGINAL

Job No.: 17-087

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

Taxpayer Identification Number (T.I.N.): 74-2454910

Company Name submitting Bid/Proposal: Webber, LLC

Mailing Address: 1725 Hughes Landing Blvd., Suite 1200, The Woodlands, TX

Are you registered to do business in the State of Texas? Yes No 77380

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.)

Fort Bend County Tax Acct. No.*	Property address or location**
<u>None</u>	<u>None</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 Webber, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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

Created 05/12

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. Webber, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>C</u> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> 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.) 9303 New Trails Drive, Suite 200		Requester's name and address (optional)
	6 City, state, and ZIP code The Woodlands, TX 77381		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
or									
Employer identification number									
7	4	-	2	4	5	4	9	1	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/25/17</u>
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

LOBBYING CERTIFICATION

For Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure,

Signature: Mark Lively
Name: Mark Lively
Title: Estimating Manager
Date: 7/25/17

AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF Montgomery

Before me, the undersigned authority, on this day personally appeared Mark Lively who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of Webber, LLC ("Contractor"), Montgomery County, TEXAS of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with Fort Bend County in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Mark Lively
Mark Lively Estimating Mgr.
NAME TITLE

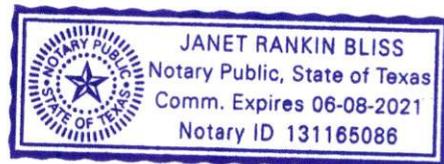
SWORN TO AND SUBSCRIBED BEFORE ME by the said Mark Lively, this 25 day of July, 2017, to certify which witness my hand and seal of office.

Janet Rankin Bliss
NOTARY PUBLIC in and for

State of Texas

Printed Name: Janet Rankin Bliss

My Commission Expires 06-08-2021



NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

N/A

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR A CORPORATION

The prequalified Bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the prequalified Bidder intends to do the work with his own bona-fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Print or type individual name

Trading and doing business as

Print or type firm name

Address as Prequalified

Witness

Signature of Prequalified Bidder, Individually

Print or type witness' name

Print or type signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the _____ day _____ of 20____.

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires: _____

SINGLE CORPORATION OR JOINT VENTURE

The prequalified Bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the prequalified Bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF PREQUALIFIED BIDDERS

Instruction to Prequalified Bidder: On Line (1), fill in the name of each prequalified Bidder. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. Furnish in the following lines all information require

On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. Furnish all information required by said article of the Specifications.

(1) Webber, LLC and _____

A Joint Venture

(2) Webber, LLC (Seal)

Name of Prequalified Bidder

1725 Hughes Landing Blvd., Suite 200, The Woodlands, TX 77380

Address as prequalified

AND

By: Mark Lively (Seal)

Name of Prequalified Bidder

Janet Bliss
Witness or Attest

Mark Lively

Print or type signer's name

Print or type signer's name

If a Corporation, affix corporate seal

(3) _____ (Seal)

Name of Prequalified Bidder

Address as prequalified

By: _____ (Seal)

Witness or Attest

Print or type signer's name

Print type signer's name

If a Corporation, affix corporate seal

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this the

25 day of July 20 17

Janet Rankin Bliss

Signature of Notary Public

of Montgomery County

State of Texas

My Commission Expires: 06-08-2021

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this the

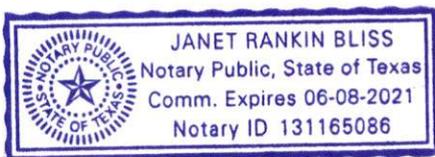
_____ day of _____ 20 _____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____



The prequalified Bidder certifies to the best of his knowledge and belief, that he and his principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d) Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.
- e) Will submit a revised Debarment Certification immediately if his status changes and will show in his bid Bid an explanation for the change in status.

If the pre-qualified Bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified Bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

CHILD SUPPORT STATEMENT

FORT BEND COUNTY FOR NEGOTIATED CONTRACTS AND GRANTS

Under Family Code, Section 231.006, Mark Lively (name of individual) certifies that Webber, LLC (name of business) (vendor #,) as of July 25th, 2017 (date) is eligible to receive a grant, loan, or payment and acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

Name (Please Print Legibly)	Social Security Number
N/A	

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Family Code. Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

Fort Bend County maintains the information collected through this article. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

SALES TAX INFORMATION

NOTICE TO CONTRACTORS

The Contractor's attention is directed to TEX. TAX CODE ANN. 151.311, which was amended by the Texas Legislature, effective October 1, 1993.

Under Section 151.311, as amended, tangible personal property purchased by a Contractor for use in the performance of a contract for the improvement of real property for an organization such as Fort Bend County is exempt from the payment of sales and use tax thereon when the property is incorporated into the realty in the performance of the contract. Building materials, etc., are exempt from tax if they are:

- (1) Necessary and essential for the performance of the contract: and
- (2) Completely consumed at the job site (i.e.: being used once for their intended purpose they are used up or destroyed). Items that can be re-used on other jobs are not tax exempt.

Services purchased by a Contractor are also tax exempt, where:

- (1) The contract is for an improvement to real estate for an exempt organization: and
- (2) The contract expressly requires specific service to be provided or purchased by the person performing the contract: or
- (3) The service is integral to the performance of the contract.

Machinery and equipment, including repair and replacement parts for the same, are not tax exempt when used in the performance of a contract for the improvement of real estate for Fort Bend County.

The Contractor should be aware that the Texas Comptroller of Public Accounts issues rules interpreting applicable provisions of the tax code from time to time. The rules should be consulted when answering specific questions. The Contractor can obtain additional information concerning the applicable sales and use tax, as well as sales tax permits and information regarding resale certificates, from the State Comptroller's Office, at (800) 252-5555.

PAYROLL VERIFICATION INFORMATION

1. Payroll will be verified by a Fort Bend County Representative. Certification of payment will be compared with payroll figures upon completion of project. To minimize time in payment of job, the General Contractor can send a certified letter to the effect upon receipt of certification of payment, they will be made available for comparison, and if any discrepancies are found, the necessary adjustments will be made.
2. Submit certified payroll for each week. If no work is being performed, submit a certified payroll weekly stating "No Work Performed this Period". A certified payroll stating "No Work Performed until Further Notice" is not acceptable for this project.
3. Number payrolls consecutively starting with #1 for first month worked.
4. Only one copy of each payroll is required.
5. Include Fort Bend County Contract Purchase Order number and job description on each payroll.
6. Show each employee working on project and his work classification (carpenter, pipe fitter, roofer, etc.). Consult classification and minimum wage schedule in the Prevailing Wage Rate for Engineering Construction in Fort Bend County, in Contract Specifications.
7. On payroll, indicate if fringe benefits (as shown on Fort Bend County Wage Scale) are paid to approve plans, funds, or programs; or if they are paid in cash to the employee. (In case of cash payment of fringe benefits, show the base rate + fringe benefits — 5.00/6.75.)
8. Show the number of hours worked in each month and/or week.
9. Indicate gross salary, deductions, net salary, and check number issued.
10. Contractor is to submit payroll sheets for each contract he has with Fort Bend County.
11. Show "Final" on last payroll submitted.
12. General Contractor is responsible for sub-contractors submittal of correct payrolls each week. He can only be assured of this by insisting that subcontractor payrolls be submitted to him, not to Fort Bend County.
13. Sub-contractors' payroll to be monitored by prime Contractor in complying to prevailing wage rates.

PAYMENT BOND

THE STATE OF TEXAS §

FORT BEND COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ of the City of _____, County of _____ and State of _____, as Principal, and _____, authorized under the Laws of the State of Texas to act as Surety on Bonds for Principals, are held and firmly bound unto the County Judge of Fort Bend County, Texas, and his duly qualified successors in office, (County), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the County dated the day of _____, 20____, for construction of a Public Works Project, generally described as **CONSTRUCTION OF FM 359/FM 1093 WESTPARK EXTENSION FROM WEST OF CROSS CREEK RANCH BLVD TO EAST OF FM 1463/FM 359 CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION TO THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Title 10, Chapter 2253 of the Revised Civil Statutes of Texas, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed there under, or the Plans, Specifications or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

The Name and Address of the Resident Agent of Surety is:

(Attach Power of Attorney evidencing Surety Signatory's authority to execute on behalf of Surety.)

PERFORMANCE BOND

THE STATE OF TEXAS §

FORT BEND COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ of the City of _____, County of _____ and State of _____, as Principal, and _____, authorized under the Laws of the State of Texas to act as Surety on Bonds for Principals, are held and firmly bound unto the County Judge of Fort Bend County, Texas, and his duly qualified successors in office, (County), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the County, dated the _____ day of _____ 20_____, for construction of a Public Works Project, generally described as **CONSTRUCTION OF FM 359/FM 1093 WESTPARK EXTENSION FROM WEST OF CROSS CREEK RANCH BLVD TO EAST OF FM 1463/FM 359 CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article No. 5160 of the Revised Civil Statutes of Texas, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this
Page 56 of 232

instrument this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

The Name and Address of the Resident Agent of Surety is:

(Attach Power of Attorney evidencing Surety Signatory's authority to execute on behalf of Surety.)

CHANGE ORDER FORM
CHANGE ORDER NUMBER _____

PROJECT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGES: _____

ATTACHMENTS: _____

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

1. Original Price: _____

2. Total of Prior Change Orders: _____

3. Total Price Prior to Current Change Order: _____

4. Total of Current Change Order: _____

5. New Price Resulting from Current Change Order: _____

Original Time: _____ DAYS

Total of Prior Change Orders: _____ DAYS

Total Time Prior to Current Change Order: _____ DAYS

Total of Current Change Order: _____ DAYS

New Time Resulting from Current Change Order: _____ DAYS

AGREED BY:

Contractor: _____
(Signature) (Date)

Engineer of Record _____
(Signature) (Date)

APPROVED BY:

Fort Bend County Engineer _____
(Signature) (Date)

Fort Bend County Judge _____
(Signature) (Date)

Texas Department of Transportation: _____
(Signature) (Date)

Federal Highway Administration: _____
(Signature) (Date)

FINAL RELEASE FOR SUBCONTRACTOR and/or MATERIAL SUPPLIER

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority on this day personally appeared _____ who being duly sworn, deposes and says that he is the _____, which company was a Subcontractor and/or Material Supplier performing work and/or supplying material or equipment known as the _____ for the _____ for Fort Bend County, a Political Subdivision of the State of Texas.

THE UNDERSIGNED, in consideration of the sum of \$ _____ representing the final payment under subcontract said work and/or materials, or equipment including any and all change orders or amendments thereto, hereby remises, releases and forever discharges Fort Bend County, a Political Subdivision of Texas (*General Contractor*) from all claims and demands arising out of labor performed and/or materials or equipment supplied by the undersigned in connection with said subcontract, and does hereby release and discharge unto the said Owner, his heirs, and assigns, any and all liens arising out of same.

THE UNDERSIGNED further deposes that all bills and claims of every nature and kind whatsoever in any manner arising from or growing out of labor performed and/or material or equipment furnished in connection with the construction of said project have been fully paid and satisfied and that there are no unsatisfied claims in connection with the performance of said contract; and that he makes this affidavit for the purpose of inducing said General Contractor to make the final payment under the subcontractor described above.

WE HEREBY guarantee, in accordance with the specifications, all labor and material furnished on said job, and work performed under our agreement for construction of the project, to be free from defects resulting from faulty workmanship and/or material for a period of ONE (1) YEAR from date of acceptance of said job by the Owner.

IN WITNESS WHEREOF, the undersigned has caused this Release to be signed and sealed this _____ day of _____ 20_____.

Subcontractor and/or Material Supplier

By _____
Authorized Signature

Title _____

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

State of _____

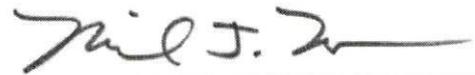
Printed Name: _____

My Commission Expires _____

ENGINEER SEAL

Control 0543-02-063, etc.
Project 543-2-63, etc.
Highway FM 359/FM 1093 Westpark Extension Phase II
County FORT BEND

“The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible Engineer is as offense under the Texas Engineering Practice Act.”



Michael J. Kaspar, P.E.
Dannenbaum Engineering Corporation

Date: July 03, 2017



April 6, 2017

To Whom It May Concern:

Please be advised that by means of this letter, I, Tim Creson, delegate authority to Mark Lively on the following terms and conditions:

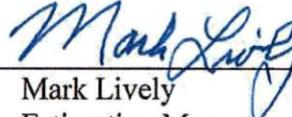
1. In accordance with and subject to all applicable policies and procedures, Mark Lively may sign bids and related proposal documents on behalf of Webber, LLC.
2. The effective date of this delegation is April 6, 2017, and continues until revoked in writing.
3. The authority delegated herein is not subject to sub-delegation without my prior, express written consent.

Webber, LLC

By: 

Tim Creson
President and CEO

Acknowledged and agreed:

By: 

Mark Lively
Estimating Manager – South Texas

Current/Completed Webber Projects

Reg	Area	Project	Project	Project Name	Project	Start	Contract	Scheduled	% Status
Mngr	Mngr	Mngr	Code		Value	Date	Expires	Compl	Compl
North Texas Region									
Josh Goyne	Brad Cadwell	Jason Eiland	WRW	IH 30 at Erby Campbell (Rockwall)	\$ 20,080,000.00	5/28/2013	10/13/2016	11/21/2016	97.59%
		Jason Eiland	WSM	IH 30 at FM 551 (Rockwall)	\$ 30,862,000.00	6/10/2014	6/25/2016	6/25/2016	99.61%
		Nick Wolf	WVE	IH 45 South Navarro County (Corsicana)	\$ 71,994,840.00	10/26/2015	10/31/2018	5/18/2018	34.48%
		Jason Eiland	WVW	Toll 49 Segment 4	\$ 68,760,000.00	7/1/2016	6/15/2018	4/27/2018	14.12%
		Daniel Hoyt	WTA	FM 2499 Denton County	\$ 34,857,000.00	4/20/2015	9/26/2017	1/10/2018	45.24%
		Matt Anderson	WVI	Tyler Pounds Regional Airport 04/22/2015	\$ 3,441,335.00	10/1/2015	N/A	12/31/2016	79.43%
		Kyle Rook	WVX	Transcore IH 35 Tolling Facility	\$ 4,549,502.00	4/25/2016	5/1/2017	3/27/2017	28.21%
		Matt Anderson	WWH	Tyler Pounds Regional Airport Project #3	\$ 2,564,820.50	10/17/2016	12/17/2017	12/31/2017	0.00%
		Kyle Rook	WWI	Midtown Expressway Toll Gantries	\$ 3,952,478.00	12/5/2016	2/1/2018	12/30/2017	0.00%
	Mark Zabrocki	WWL	NTTA PGBT Widening	\$ 13,183,854.00	6/5/2017	Pending	3/5/2019	0.00%	
	Felix Martin	Paloma Fernandez	WSH	FM 1171 Denton County	\$ 45,721,000.00	6/2/2014	3/1/2017	12/27/2016	96.51%
		David Corvi	WSS	FM 423 Denton County	\$ 57,943,494.00	10/20/2014	8/30/2017	8/25/2017	64.95%
		David Corvi	WTT	Webber WSS - FM 423	\$ 13,378,272.17	10/15/2014	9/19/2017	10/1/2015	N/A
		Jason Pittenger	WUI	NTI Project - RFP 80 (NTI)	\$ 40,000,000.00	12/8/2014	12/31/2017	8/29/2017	58.35%
		Mario Rosino	WUQ	US 62 Lubbock County	\$ 40,862,362.00	8/24/2015	2/23/2018	8/10/2017	61.02%
		Mitchell Robinson	WUU	SL 335 Randall County (Amarillo)	\$ 20,341,481.00	8/10/2015	5/22/2017	5/30/2017	73.33%
		Mitchell Robinson	WVD	IH 40 Potter County	\$ 26,403,959.00	1/18/2016	5/1/2018	9/27/2018	33.98%
		Mark Zabrocki	WVG	US 87 Dallam County	\$ 26,321,210.00	3/14/2016	3/12/2018	9/13/2017	36.39%
		Mike Oliver/Mario Rosino	WVN	US 84 Lubbock County	\$ 28,981,348.00	3/28/2016	5/18/2018	1/12/2018	19.74%
	Mike Oliver	WWB	US 62 Center Median Lubbock County	\$ 17,312,700.00	1/2/2017	Pending	6/1/2018	0.00%	
Jim Rogers	Garry Pierrot	WTJ	Contract 14-273 & 14-274	\$ 12,900,200.00	1/5/2015	3/2/2017	1/13/2017	93.84%	
	Paloma Fernandez	WVU	E. Rosedale (SP 303) - Tarrant Co.	\$ 24,298,000.00	2/6/2016	Pending	2/23/2018	0.00%	
	Rob Weber	WVY	US 175 Dallas County	\$ 103,886,640.00	6/20/2016	9/5/2019	11/6/2019	6.31%	
	Mitchell Robinson	WWG	IH 20 Taylor County	\$ 14,639,000.00	1/2/2017	Pending	8/1/2018	0.00%	

South Texas Region

Troy Gjerde	Stuart Straznicky	Joe Gillen	WSD	US 290 Segment 6 (@ Beltway 8)	\$ 109,874,000.00	2/1/2013	7/11/2017	12/29/2016	94.19%
		Lamont Dunbar	WTB	SH 99 Harris County	\$ 35,161,387.00	7/31/2015	7/20/2017	1/8/2018	34.30%
		Emilio Chapa	WVT	FM 1093 Westpark Extension Phase 1	\$ 63,811,754.00	2/29/2016	1/18/2018	10/24/2017	32.06%
		Braden Carlton	WWC	SL 1604 Bexar Co	\$ 64,138,414.00	11/7/2016	Pending	11/1/2019	0.00%
		Matthew Brangan	WWK	US 281 Bexar Co	\$ 192,301,324.54	4/3/2017	Pending	8/3/2020	0.00%
	Ryan McCalla	Joe Gillen	WSI	US 290 Segment 7	\$ 57,933,000.00	11/4/2013	3/25/2018	5/4/2018	43.65%
		Will Bradley	WVM	US 290 Segment 5	\$ 171,134,992.11	1/8/2016	12/31/2018	12/29/2018	23.54%
	Fernando Pizarro	Ken Smith	WTC	US 59 Nacogdoches County	\$ 14,030,469.00	1/5/2015	2/22/2017	2/22/2017	66.35%
		James Kennedy	WUR	CR 48 Brazoria County	\$ 12,154,201.00	6/9/2015	1/17/2017	12/15/2016	88.64%
		Casey McKay	WVQ	SL 8 Harris County	\$ 26,822,716.09	7/6/2016	4/14/2018	4/14/2018	15.45%
		Matthew Brangan	WVZ	SAIA Terminal Area Improvement (Paving)	\$ 5,408,247.00	5/6/2016	N/A	12/20/2017	25.83%
		Matthew Brangan	WWA	US 77 Victoria (Paving)	\$ 2,654,875.00	1/1/2017	Pending	12/28/2017	0.00%
Matthew Brangan	WWD	Metro El Dorado Park & Ride (Paving)	\$ 2,404,486.55	10/10/2016	Pending	1/28/2017	0.00%		

Current/Completed Webber Projects

Reg Mngr	Area Mngr	Project Mngr	Project Code	Project Name	Project Value	Start Date	Contract Expires	Scheduled Compl	% Status Compl
		Thomas Arbuthnot	WWF	HCTRA SH 249 Tollway Phase II	\$ 99,309,392.57	1/3/2017	Pending	3/6/2020	0.00%
		James Kennedy	WWJ	IH 45 Walker County	\$ 119,242,718.00	4/4/2017	Pending	4/1/2021	0.00%
	Troy Gjerde	Jason Gerke	WTV	Hardy Toll Rd & SH 99 DC's (HCTRA 415)	\$ 33,927,722.14	1/5/2014	6/27/2016	10/13/2016	99.73%
		Jason Gerke	WUV	Hardy North Toll to Grand Pkwy (HCTRA 417)	\$ 17,833,448.20	8/17/2015	9/19/2016	11/3/2016	96.45%
		Thomas Arbuthnot	WWE	UPRR - Del Rio SAIT Yard	\$ 1,089,604.93	11/7/2016	Pending	2/4/2017	0.00%
		Thomas Arbuthnot	WVR	UPRR Rail Spur Relocation (Sugarland)	\$ 1,566,477.80	5/23/2016	11/21/2016	11/21/2016	68.33%

Pavement

PAV		David Corvi	WTD	Webber WSS - FM 423	\$ 12,709,653.00	8/1/2015		2/1/2017	
PAV		Daniel Hoyt	WTE	Webber WTA - FM 2499	\$ 6,756,842.00	9/1/2015		12/1/2016	
PAV		Lamont Dunbar	WTI	Webber WTB - SH 99	\$ 5,767,573.00	2/1/2016		2/1/2017	
PAV		Joe Gillen	WUB	Webber WSD - HWY 290 Segment 6	\$ 2,049,457.00				
PAV		Joe Gillen	WUC	Webber WSI - HWY 290 Segment 7	\$ 1,009,946.00				
PAV		James Kennedy	WUW	Webber WUR - Brazoria CR 48	\$ 3,478,826.00	8/1/2015		6/1/2016	

Design Build

DB			WRM	CTMC - Manor Expressway US 290E Phase II	\$ 217,966,430.08	6/29/2011	4/24/2014	8/22/2014	98.96%
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Utilities

UTIL	Antonio Gonzalez	Ramon Escanez	WUT	Trophy Club MUD District #1 WWTP (Caduaga JV)	\$ 13,335,000.00	11/4/2015	6/24/2017	10/26/2017	58.26%
UTIL		Keith Meitzler / Colin Hayes	WVK	City of Dallas, Walcrest Pump Station	\$ 36,850,500.00	11/9/2015	11/9/2019	7/9/2019	21.56%

Completed

NTR		Jason Pittenger	WQU	SH 121 SW Pkwy Section 3A (Fort Worth)	\$ 116,006,000.00	2/1/2010	3/19/2013	5/1/2015	Completed
NTR		Jason Pittenger	WRG	SH 121 SW Pkwy Section 2 (Fort Worth)	\$ 81,434,000.00	12/12/2011	8/11/2015	6/25/2015	Completed
NTR		Mark Zabrocki	WRL	IH 35 Section 5B Abbott	\$ 103,321,000.00	10/3/2011	1/31/2015	6/22/2015	99.04%
NTR		Miguel Verde	WRN	US 75 McKinney (Collin County)	\$ 107,751,000.00	1/30/2012	12/2/2015	11/6/2015	99.98%
NTR		Felix Martin C	WRP	NTE Loop 820 (Bluebonnet)	\$ 75,077,000.00	-	1/31/2014	6/1/2014	Completed
NTR		Brian Blair	WRQ	Sylvan Ave Br Over Trinity River	\$ 42,307,000.00	9/27/2011	2/3/2015	7/28/2015	Completed
NTR		Felix Martin C	WSB	NTE Segment AP-3 (Bluebonnet)	\$ 22,181,000.00	-	3/31/2014	6/1/2014	Completed
NTR		Mark Hutson	WSO	Memorial Spring Creek	\$ 14,843,000.00	2/10/2014	7/1/2015	5/21/2015	99.70%
NTR		Mario Rosino	WTU	BNSF Railway Alliance IMF	\$ 17,095,949.00	10/1/2014	12/31/2015	9/19/2015	99.99%
NTR			WTX	Amey JV-Dallas County Maintenance Sections	\$ 19,290,130.00	11/1/2014	N/A	12/31/2016	N/A
NTR		Kyle Rook	WVJ	UPRR Mesquite Automotive Facility	\$ 675,115.00	9/28/2015	1/29/2016	12/17/2015	Completed
STR		Richard Baca	WRZ	Homestead Rd	\$ 15,732,000.00	12/13/2012	4/10/2015	6/9/2015	99.88%
STR		Ken Smith	WSA	US 59 Angelina (Lufkin)	\$ 52,357,000.00	9/10/2012	3/14/2016	4/5/2016	99.82%
STR		Wilfred Bradley	WSF	IH 45 Shepherd (TMS Improvement)	\$ 24,848,000.00	7/8/2013	6/23/2015	10/1/2015	99.93%
STR		Jim Rogers	WSG	IH 10 Bexar County (San Antonio)	\$ 39,650,000.00	3/25/2013	11/20/2015	11/10/2015	98.92%
STR		Ken Smith	WSJ	US 59 Redlands (Lufkin)	\$ 18,773,000.00	12/2/2013	2/3/2016	1/29/2016	99.91%
STR		Braden Carlton	WSK	Lone Star Airport Conroe	\$ 16,365,000.00	9/23/2013	3/26/2015	6/18/2015	Completed
STR		Tony Castilleja	WSN	Tomball Parkway	\$ 25,117,000.00	10/21/2013	5/4/2015	7/28/2015	Completed

Current/Completed Webber Projects

Reg	Area	Project	Project	Project Name	Project	Start	Contract	Scheduled	% Status
Mngr	Mngr	Mngr	Code		Value	Date	Expires	Compl	Compl
STR		Thomas Arbuthnot	WSQ	UPRR Sugarland to Stafford	\$ 15,477,067.00	7/21/2014	5/30/2016	6/8/2016	Completed
STR		Jim Rogers	WSR	Plains Corpus Christi Site Prep	\$ 4,942,163.00	6/23/2014	12/1/2015	12/1/2015	Completed
STR		Ryan McCalla	WST	Transcore	\$ 11,752,339.00	9/5/2014	7/22/2015	4/10/2016	99.22%
STR		Casey McKay	WUE	Scholes International Airport (Galveston)	\$ 2,367,300.00	10/23/2015	4/21/2016	3/31/2016	99.99%
STR		Casey McKay	WUH	Port of Galveston Cruise Terminal 2 Expansion	\$ 11,060,000.00	11/6/2014	6/23/2016	6/23/2016	99.09%
STR		Thomas Arbuthnot	WUL	Settegast Intermodal Facility	\$ 2,959,850.00	2/15/2015	11/22/2015	7/24/2015	Completed
STR		Casey McKay	WUN	53rd St - Broadway to Seawall Boulevard (Galveston)	\$ 8,974,899.20	5/4/2015	5/4/2016	5/3/2016	99.13%
STR		Kris Jensen / Braden Carlton	WUY	IAH-Pre Con Services-T/W WA & WB	\$ 1,000,000.00	7/5/2016	12/12/2018	Pending	Completed
STR		Thomas Arbuthnot	WVF	UPRR Settegast Intermodal II	\$ 1,154,529.81	9/21/2015	12/23/2015	11/21/2015	Completed
STR		James Kennedy	WVP	Zachry - Freeport LNG - Bridge	\$ 2,039,000.00	3/9/2016	8/22/2016	9/1/2016	96.16%
STR		Casey McKay	WVW	72" Storm Sewer Replacement @ 29th St. (Galveston)	\$ 1,006,782.00	4/10/2016	Pending	6/10/2016	96.26%
UTIL		Kevin Markhardt	WTM	Webber WSN - Tomball Dewatering	\$ 200,000.00	8/18/2014	-	10/18/2014	Completed
UTIL		Mark Medlin	WVA	TRA Emergency Contracts	\$ 300,000.00	6/11/2015	-	-	Completed
UTIL		Andrew Jerome	WUM	Northgate Crossing Municipal Utilities Dist 1 & 2	\$ 2,720,480.00	3/30/2015	2/4/2016	2/4/2016	Completed
UTIL		Andrew Jerome	WVB	M&G Chemicals Corpus Christi Facility	\$ 5,647,700.00	7/13/2015	12/30/2015	3/16/2016	Completed
UTIL			WTL	Saws Desalination Piping	\$ 8,800,000.00	9/15/2014	9/13/2015	1/31/2016	99.45%

Highlighted Yellow = New Projects

As Of:

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	IH 35E Hill County Line Ellis County (WDW)		
General description of project: Reconstruction of Freeway section and bridges					
Project cost	\$64.9 million		Date project completed	February 2007	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Bill Pierce	Area Engineer	TxDOT/Waxahatchie	214-505-7283	bill.pierce@bridgefarmer.com
Designer					
Construction manager					
Project owner	TxDOT	Project name	US 75 Collin County (WEH)		
General description of project: Freeway expansion					
Project cost	\$18.6 million		Date project completed	May 2008	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Mark Smith	Gino Morales	David Pleasants		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Paul Williams (retired)	Area Engineer	TxDOT/Dallas	214-320-6100	
Designer					
Construction manager					
Project owner	TxDOT	Project name	FM 2499 Denton County (WLO)		
General description of project: Roadway rehabilitation					
Project cost	\$20.6 million		Date project completed	April 2009	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Ray Mulholland	Carl Keating	Michael Barefoot		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Gary Bailey	Area Engineer	TxDOT/Denton	972-400-1883	glbailey72@sbcglobal.net
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	FM 2499 Denton County (WLO)		
General description of project: Roadway rehabilitation					
Project cost	\$20.6 million	Date project completed	April 2009		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Ray Mulholland	Carl Keating	Michael Barefoot		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Gary Bailey	Area Engineer	TxDOT/Denton	972-400-1883	glbailey72@sbcglobal.net
Designer					
Construction manager					
Project owner	TxDOT	Project name	IH 30 to Entertainment District (WMC)		
General description of project: Reconstruction of 5.8 miles of former turnpike into an expanded freeway					
Project cost	\$146.4 million	Date project completed	October 2010		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Mark Smith	Jared Lawler	Michael Barefoot		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Brian Barth	District Engineer	TxDOT/Fort Worth	817-370-6514	brian.barth@txdot.gov
Designer					
Construction manager					
Project owner	TxDOT	Project name	I-35 Widening to 6 Lanes, Frontage Roads Waco (WMQ)		
General description of project: Freeway expansion and reconstruction					
Project cost	\$89.5 million	Date project completed	July 2011		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Tommy Walters	Larry Boderick	David Pleasants		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	John Jasek	Area Engineer	TxDOT/McLennan	254-867-2770	john.jasek@txdot.gov
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	US 75 & Parker Road Interchange Plano (WNB)		
General description of project: Interchange improvements					
Project cost	\$19.9 million		Date project completed	August 2010	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Ray Mulholland	Gino Morales	David Pleasants		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Barry Heard	Area Engineer	TxDOT/McKinney	972-542-2345	barry.heard@txdot.gov
Designer					
Construction manager					
Project owner	North Texas Tollway Authority		Project name	George Bush Turnpike Section 28 (WQB)	
General description of project: Construction of 2.3 mile section of turnpike including 1.4 miles of bridges in Garland, TX					
Project cost	\$100.1 million		Date project completed	January 2013	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	John Hardy	Rick Finch	David Pleasants	David Pleasants	
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Marc Bouma	Technical Oversight Lead	NTTA/Plano	214-461-2058	mbouma@ntta.org
Designer					
Construction manager					
Project owner	TxDOT		Project name	IH 35E Rehabilitation(WRC)	
General description of project: Freeway reconstruction					
Project cost	\$23.4 million		Date project completed	July 2013	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Stephanie Beaton	Albert Granado	Mike Barefoot	Mike Barefoot	
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	John Cordary	Area Engineer	TxDOT/Weatherford	682-229-2800	john.cordary@txdot.gov
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	IH 10 Chambers County (WCL)		
General description of project: Freeway widening					
Project cost	\$72.7 million		Date project completed	October 2010	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Patrick Pearson				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Cory Taylor	Area Engineer	TxDOT/Liberty	936-336-2244	cory.taylor@txdot.com
Designer					
Construction manager					
Project owner	TxDOT	Project name	US 90A Fort Bend County (WDF)		
General description of project: Freeway widening					
Project cost	\$40.6 million		Date project completed	December 2008	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	James Ross				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Jim Hunt	Area Engineer	TxDOT/Houston	713-802-5000	jim.hunt@txdot.gov
Designer					
Construction manager					
Project owner	TxDOT	Project name	IH 610 & IH 45 Harris County (WDH)		
General description of project: Rehabilitation of existing roadway					
Project cost	\$35.3 million		Date project completed	October 2008	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Kenneth Bair				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Douglas Stephens	Area Engineer	TxDOT/Humble	281-319-6400	Not Available (Retired)
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	US 90A Fort Bend County (WDK)		
General description of project: Road construction					
Project cost	\$24.1 million	Date project completed	July 2008		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Martin Kalinowski Jr.				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Jim Hunt	Area Engineer	TxDOT/Houston	713-802-5000	jim.hunt@txdot.gov
Designer					
Construction manager					
Project owner	TxDOT	Project name	Nasa Road Harris County (WDM)		
General description of project: Interchange construction					
Project cost	\$54.4 million	Date project completed	November 2008		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Juan Embil				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Quincy Allen	Deputy District Engineer	TxDOT/Houston	713-802-5011	quincy.allen@txdot.gov
Designer					
Construction manager					
Project owner	TxDOT	Project name	Dixie Farm Road Brazoria County (WDP)		
General description of project: Roadway widening					
Project cost	\$21.7 million	Date project completed	November 2009		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Victor Vann				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Jeff A. Volk	Area Engineer	TxDOT/Rosenberg	281-238-7900	jeff.volk@txdot.gov
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	IH 610 Harris County (WDR)		
General description of project: Highway overlay					
Project cost	\$80.4 million		Date project completed	July 2013	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Kenneth Bair/Jason Esparza				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Jim Hunt	Area Engineer	TxDOT/Houston	713-802-5000	
Designer					
Construction manager					
Project owner	TxDOT	Project name	SH 3 Texas City (WDS)		
General description of project: Roadway widening					
Project cost	\$24.6 million		Date project completed	December 2009	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	John Floyd				
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	William P. Babbington	Area Engineer	TxDOT/La Marque	409-978-2505	Not Available (Retired)
Designer					
Construction manager					
Project owner	TxDOT	Project name	IH45 (Loop 336-FM830) (WQZ)		
General description of project: Reconstruction of 2.75 miles of freeway including storm sewer and bridge structures					
Project cost	\$52.5 million		Date project completed	February 2014	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Masimo De La Rosa	Bennie Grimmer			
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Richard L. Brown	Area Engineer	TxDOT/Montgomery	936-538-3300	richard.brown@txdot.gov
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Webber, LLC				
Project owner	TxDOT	Project name	IH 45-Montgomery County-Shepard Hill Road-(WRE)		
General description of project: Reconstruction of 2.6 miles of freeway including a bridge and storm sewer					
Project cost	\$24.9 million	Date project completed	August 2013		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Masimo De La Rosa	Anthony White			
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Richard L. Brown	Area Engineer	TxDOT/Montgomery	936-538-3300	richard.brown@txdot.gov
Designer					
Construction manager					
Project owner	TxDOT	Project name	US 290 Reconstruction Brenham (WRJ)		
General description of project: Reconstruction of 5 miles of main lane highway and frontage roads with retaining walls and two bridges					
Project cost	\$37 million	Date project completed	May 2014		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Tony Castilleja	Rodney Johnson			
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Mark Shafer	Area Engineer	TxDOT/Brenham	979-836-9359	mark.shafer@txdot.gov
Designer					
Construction manager					
Project owner		Project name			
General description of project:					
Project cost		Date project completed			
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner					
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Ferrovial				
Project owner	Empresa de Desenvolvimento e Infraestruturas do		Project name	First Section of Pisão - Roxo Canal	
General description of project: Construction of trapezoidal channel and metal jacketed 98-inch diameter concrete pipe and siphons in Portugal					
Project cost	\$40.2 million		Date project completed	2010	
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name	Morim de Oliveira		Lourenço Cunha	Luís Gonçalves	Santos Ferreira
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Morim de Oliveira	Primary System Director	EDIA, SA	351 284 450 500	edia@edia.pt
Designer	Pedro Sá Frias	General Manager	AQUALOGUS, SA	351 217 520 190	geral@aqualogus.pt
Construction manager					
Project owner	Aguas de la Cuenca del Tajo		Project name	Connection of Alcorlo Reservoir to the Mohernando's E.T.A.P	
General description of project: Construction of 111,455 feet of 48-inch diameter steel pipeline with a 40 atm operating pressure in Guadalajara, Spain					
Project cost	\$42.5 million		Date project completed	2009	
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name	Jorge Gimeno		José Miguel Sancho		
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Daniel Galvez	Project Director	Acuatajo	34.690.87.69.44	daniel.galvez@acuaes.com
Designer	Raul Pacheco	Design Manager	Idom	34.629.16.28.26	
Construction manager					
Project owner	Ministerio de Obras Públicas		Project name	El Bato Dam	
General description of project: Construction of 325.7 million cubic yard concrete faced rock fill dam 187 feet high and 1,903 feet long that entrapped a 6.74					
Project cost	\$48.56 million		Date project completed	2009	
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name	Gerardo Serra		Guillermo Fernández	Marcos Gutierrez	Reinaldo Muñoz
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Arnaldo Recabarren	Director Hydraulic Works	Ministerio de obras Públi	56 2 4494375	doh.construccionriegos@mop.gov.cl
Designer					
Construction manager					

Table 4 – Current Projects and Project Completed within the last 5 Years

Name of Organization:	Ferrovial				
Project owner	Canal de Isabel II		Project name	Pumping Station and Connection Pipeline	
General description of project: Construction of pumping station and 9.3 mile long 31.5-inch diameter pipeline to 706,000 cubic foot reservoir in Spain					
Project cost	\$14.5 million		Date project completed	2009	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Maximiliano Eisenberg	Jose Luis Gonzalez	Olga Diaz-Tapia	Jose Luis Gonzalez	
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Esther Rica Izquierdo	Director	Canal de Isabel II	34.91.545.10.00	
Designer	Francisco Gutierrez	Designer	Gestion Integral del Suel	34.91.555.75.80	
Construction manager					
Project owner	Canal de Navarra S.A.		Project name	Artajona Dam	
General description of project: Construction of rock fill dam with impervious clay core that entrapped a 52.9 million gallon reservoir in Navarra, Spain					
Project cost	\$13.24 million		Date project completed	2009	
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name	Jesus Orcajo Nuñez	Roberto del Castillo	Monica Ubierna Plaza	Alvaro Pozueta Larios	
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner	Jose Manuel Perez Real	Director General	Canal de Navarra S.A.	976306650	ignacio.perez@canasa.es
Designer	Jose Maria Marin Morcillo	Director	Incisa Ingenieria	915734000	incisa@incisaingenieria.com
Construction manager	Ignacio Perez de Juan	Technical Director	Canal de Navarra S.A.	948372148	jmanuel.perez@canasa.es
Project owner			Project name		
General description of project:					
Project cost			Date project completed		
Key project personnel	Project manager	Project superintendent	Safety manager	Quality control manager	
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner					
Designer					
Construction manager					

Control: 0543-02-063, etc.
 Project: CC 543-2-63, etc.etc.
 Highway: FM 359/FM 1093 Westpark Extension Phase II
 County: Fort Bend

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	100	60002		PREPARING ROW	STA	125.00	\$10,025.21	\$1,253,151.25	1
	104	6001		REMOVING CONC (PAV)	SY	1,088.00	\$13.10	\$14,252.80	2
	104	6009		REMOVING CONC (RIPRAP)	SY	729.00	\$17.51	\$12,764.79	3
	104	6022		REMOVING CONC (CURB AND GUTTER)	LF	358.00	\$9.64	\$3,451.12	4
	105	6049		REMOVING STAB BASE & ASPH PAV (4"-22")	SY	72,243.00	\$4.23	\$305,587.89	5
	110	6001		EXCAVATION (ROADWAY)	CY	127,088.00	\$4.25	\$540,124.00	6
	110	6003		EXCAVATION (SPECIAL)	CY	99,309.00	\$3.35	\$332,685.15	7
	132	6006	001	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	111,494.00	\$3.20	\$356,780.80	8
	132	6035	001	EMBANK(FINAL)(DC)(TY E)(CSBE)	CY	1,280.00	\$5.05	\$6,464.00	9
	132	6036	001	EMB(FNL)(DC)(TYE)(CSBE)(RWALL FND IMPR	CY	1,040.00	\$13.66	\$14,206.40	10
	161	6017		COMPOST MANUF TOPSOIL (4")	SY	405,500.00	\$0.63	\$255,465.00	11
	162	6002		BLOCK SODDING	SY	20,020.00	\$2.95	\$59,059.00	12
	162	6003		STRAW OR HAY MULCH	SY	843,846.00	\$0.22	\$185,646.12	13
	164	6009		BROADCAST SEED (TEMP) (WARM)	SY	438,346.00	\$0.07	\$30,684.22	14
	164	6051		DRILL SEED (TEMP)(WARM OR COOL)	SY	438,346.00	\$0.07	\$30,684.22	15
	164	6052		BROADCAST SEED (PERM)(SPECIAL MIX)	SY	405,500.00	\$0.11	\$44,605.00	16
	164	6066		DRILL SEEDING (PERM)(WARM OR COOL)	SY	405,500.00	\$0.12	\$48,660.00	17
	166	6001		FERTILIZER	AC	179.00	\$634.50	\$113,575.50	18
	168	6001		VEGETATIVE WATERING	MG	21,419.00	\$4.73	\$101,311.87	19
	260	6006		LIME TRT (EXIST MATL) (6")	SY	59,467.00	\$2.70	\$160,560.90	20
	260	6012		LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	923.00	\$142.00	\$131,066.00	21
	275	6001		CEMENT	TON	923.00	\$130.00	\$119,990.00	22
	275	6002		CEMENT TREAT (EXIST MATL) (6")	SY	59,467.00	\$2.40	\$142,720.80	23
	276	6224		CEM TRT(PLNT MX) (CL N)(TY E)(GR 4)(6")	SY	116,773.00	\$7.35	\$858,281.55	24
	292	6017		ASPHALT STAB BASE (GR 4)(PG 64)	TON	7,998.00	\$72.00	\$575,856.00	25
	310	6009		PRIME COAT (MC-30)	GAL	955.00	\$5.00	\$4,775.00	26
	340	6106		D-GR HMA(SQ) TY-D PG64-22	TON	469.00	\$100.00	\$46,900.00	27
	360	6003		CONC PVMT (CONT REINF - CRCP) (9")	SY	96,130.00	\$41.93	\$4,030,730.90	28
	360	6044		CONC PVMT (CONT REINF)(FAST TRK)(12")	SY	12,580.00	\$81.67	\$1,027,408.60	29
	400	6005		CEM STABIL BKFL	CY	12,863.00	\$37.20	\$478,503.60	30
	400	6006		CUT & RESTORING PAV	SY	186.00	\$80.00	\$14,880.00	31
	400	6009		CEMENT STAB BACKFILL (INLET OR MH)	CY	1,020.00	\$37.20	\$37,944.00	32
	401	6001		FLOWABLE BACKFILL	CY	100.00	\$218.62	\$21,862.00	33
	402	6001		TRENCH EXCAVATION PROTECTION	LF	19,168.00	\$0.87	\$16,676.16	34

Control: 0543-02-063, etc.
 Project: CC 543-2-63, etc.etc.
 Highway: FM 359/FM 1093 Westpark Extension Phase II
 County: Fort Bend

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	416	6004		DRILL SHAFT (36 IN)	LF	800.00	\$177.07	\$141,656.00	35
	416	6034		DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	176.00	\$333.00	\$58,608.00	36
	420	6008		CL A CONC (DITCH INTERCEPTOR STRUCTURE)	CY	4.00	\$750.00	\$3,000.00	37
	420	6013		CL C CONC (ABUT)	CY	74.00	\$944.72	\$69,909.28	38
	422	6001		REINF CONC SLAB	SF	9,120.00	\$18.62	\$169,814.40	39
	423	6001		RETAINING WALL (MSE)	SF	10,357.00	\$35.94	\$372,230.58	40
	425	6039		PRESTR CONC GIRDER (TX54)	LF	1,195.00	\$152.45	\$182,177.75	41
	432	6001		RIPRAP (CONC)(4 IN)	CY	425.00	\$425.06	\$180,650.50	42
	432	6045		RIPRAP (MOW STRIP)(4 IN)	CY	33.00	\$584.70	\$19,295.10	45
	442	6007		STR STEEL (MISC NON - BRIDGE)	LB	319.00	\$11.02	\$3,515.38	46
	450	6023		RAIL (TY SSTR)	LF	1,786.00	\$44.73	\$79,887.78	47
	450	6042		RAIL (TY PR1)	LF	1,193.00	\$55.00	\$65,615.00	48
	454	6001		SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LF	119.00	\$80.60	\$9,591.40	49
	460	6003		CMP (GAL STL 24 IN)	LF	71.00	\$62.25	\$4,419.75	50
	462	6001		CONC BOX CULV (3 FT X 2 FT)	LF	1,399.00	\$83.20	\$116,396.80	51
	462	6002		CONC BOX CULV (3 FT X 3 FT)	LF	894.00	\$87.57	\$78,287.58	52
	462	6003		CONC BOX CULV (4 FT X 2 FT)	LF	1,572.00	\$94.47	\$148,506.84	53
	462	6004		CONC BOX CULV (4 FT X 3 FT)	LF	2,139.00	\$105.59	\$225,857.01	54
	462	6006		CONC BOX CULV (5 FT X 2 FT)	LF	505.00	\$124.19	\$62,715.95	55
	462	6007		CONC BOX CULV (5 FT X 3 FT)	LF	5,460.00	\$132.14	\$721,484.40	56
	462	6010		CONC BOX CULV (6 FT X 3 FT)	LF	1,127.00	\$142.35	\$160,428.45	57
	462	6096		CONC BOX CULV (8 FT X 3 FT)	LF	114.00	\$206.96	\$23,593.44	58
	464	6003		RC PIPE (CL III)(18 IN)	LF	1,464.00	\$48.56	\$71,091.84	61
	464	6004		RC PIPE (CL III)(21 IN)	LF	161.00	\$37.24	\$5,995.64	62
	464	6005		RC PIPE (CL III)(24 IN)	LF	3,137.00	\$45.28	\$142,043.36	63
	464	6007		RC PIPE (CL III)(30 IN)	LF	381.00	\$50.48	\$19,232.88	64
	464	6008		RC PIPE (CL III)(36 IN)	LF	1,180.00	\$54.31	\$64,085.80	65
	465	6166		INLET (COMPL)(TY AAD)	EA	5.00	\$3,734.05	\$18,670.25	66
	465	6167		INLET (COMPL)(TY AD)	EA	30.00	\$2,930.99	\$87,929.70	67
	465	6173		MANH (COMPL)(TY A)	EA	8.00	\$3,968.47	\$31,747.76	68
	465	6174		MANH (COMPL)(TY B)	EA	3.00	\$6,434.59	\$19,303.77	69
	465	6175		INLET (COMPL)(CURB)(TY C)	EA	13.00	\$4,791.61	\$62,290.93	70
	465	6176		INLET (COMPL)(CURB)(TY C1)	EA	31.00	\$5,625.97	\$174,405.07	71
	465	6225		JCT BOX (COMPL)(SPL)	EA	6.00	\$32,408.39	\$194,450.34	72

Control: 0543-02-063, etc.
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ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	465	6270		MANH (COMPL) (TY M)	EA	8.00	\$8,276.66	\$66,213.28	73
	466	6150		WINGWALL (FW - 0) (HW=3 FT)	EA	1.00	\$10,206.99	\$10,206.99	74
	466	6153		WINGWALL (FW - 0) (HW=6 FT)	EA	2.00	\$20,420.84	\$40,841.68	75
	466	6165		WINGWALL (FW - 5) (HW=4 FT)	EA	1.00	\$15,551.62	\$15,551.62	76
	467	6215		SET (TY I)(S= 6 FT)(HW= 4 FT)(6:1) (P)	EA	1.00	\$8,962.07	\$8,962.07	77
	467	6270		SET (TY I)(S= 8 FT)(HW= 4 FT)(4:1) (C)	EA	1.00	\$8,154.57	\$8,154.57	78
	467	6356		SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	3.00	\$601.15	\$1,803.45	79
	467	6358		SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	4.00	\$664.90	\$2,659.60	80
	467	6363		SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	6.00	\$736.29	\$4,417.74	81
	467	6372		SET (TY II) (21 IN) (RCP) (4: 1) (C)	EA	2.00	\$857.85	\$1,715.70	82
	467	6377		SET (TY II) (24 IN) (CMP) (4: 1) (C)	EA	2.00	\$857.85	\$1,715.70	83
	467	6388		SET (TY II) (24 IN) (RCP) (3: 1) (C)	EA	1.00	\$755.01	\$755.01	84
	467	6390		SET (TY II) (24 IN) (RCP) (4: 1) (C)	EA	9.00	\$899.14	\$8,092.26	85
	467	6417		SET (TY II) (30 IN) (RCP) (3: 1) (C)	EA	1.00	\$984.51	\$984.51	86
	467	6450		SET (TY II) (36 IN) (RCP) (4: 1) (C)	EA	2.00	\$2,031.70	\$4,063.40	87
	496	6002		REMOV STR (INLET)	EA	4.00	\$724.49	\$2,897.96	88
	496	6004		REMOV STR (SET)	EA	36.00	\$411.17	\$14,802.12	89
	496	6007		REMOV STR (PIPE)	LF	3,713.00	\$17.63	\$65,460.19	90
	496	6041		REMOV STR (LARGE)	EA	4.00	\$13,117.88	\$52,471.52	91
	496	6043		REMOV STR (SMALL FENCE)	LF	12,129.00	\$5.00	\$60,645.00	92
	500	6001		MOBILIZATION	LS	1.00	\$2,000,000.00	\$2,000,000.00	93
	502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14.00	\$13,252.58	\$185,536.12	94
	506	6001	003	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	200.00	\$38.68	\$7,736.00	95
	506	6003	003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	40.00	\$113.25	\$4,530.00	96
	506	6011	003	ROCK FILTER DAMS (REMOVE)	LF	240.00	\$12.32	\$2,956.80	97
	506	6020	003	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1,014.00	\$35.36	\$35,855.04	98
	506	6024	003	CONSTRUCTION EXITS (REMOVE)	SY	1,014.00	\$12.90	\$13,080.60	99
	506	6038	003	TEMP SEDMT CONT FENCE (INSTALL)	LF	13,153.00	\$1.82	\$23,938.46	100
	506	6039	003	TEMP SEDMT CONT FENCE (REMOVE)	LF	13,153.00	\$0.65	\$8,549.45	101
	506	6040	003	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	1,025.00	\$3.50	\$3,587.50	102
	506	6041	003	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1,042.00	\$6.19	\$6,449.98	103
	506	6043	003	BIODEG EROSN CONT LOGS (REMOVE)	LF	2,055.00	\$0.65	\$1,335.75	104
	508	6001		CONSTRUCTING DETOURS	SY	10,843.00	\$65.73	\$712,710.39	105
	512	6001	001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LF	345.00	\$20.64	\$7,120.80	106

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ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	512	6009	001	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	9,839.00	\$21.44	\$210,948.16	107
	512	6010	001	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	320.00	\$21.33	\$6,825.60	108
	512	6033	001	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	3,000.00	\$5.04	\$15,120.00	109
	512	6034	001	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	260.00	\$6.13	\$1,593.80	110
	512	6049	001	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LF	345.00	\$9.16	\$3,160.20	111
	512	6057	001	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	9,839.00	\$6.88	\$67,692.32	112
	512	6058	001	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	320.00	\$8.73	\$2,793.60	113
	529	6005		CONC CURB (MONO) (TY II)	LF	48,080.00	\$2.68	\$128,854.40	114
	529	6010		CONC CURB (U-TURN)	LF	1,665.00	\$30.19	\$50,266.35	115
	529	6011		CONC CURB (DOWEL)	LF	2,345.00	\$24.80	\$58,156.00	116
	530	6004		DRIVEWAYS (CONC)	SY	2,127.00	\$69.00	\$146,763.00	117
	531	6001		CONC SIDEWALKS (4")	SY	7,433.00	\$66.90	\$497,267.70	118
	531	6004		CURB RAMPS (TY 1)	EA	8.00	\$2,560.00	\$20,480.00	119
	531	6010		CURB RAMPS (TY 7)	EA	24.00	\$2,579.00	\$61,896.00	120
	531	6016		CURB RAMPS (TY 21)	EA	1.00	\$2,500.00	\$2,500.00	121
	540	6001		MTL W-BEAM GD FEN (TIM POST)	LF	300.00	\$27.00	\$8,100.00	122
	540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	4.00	\$1,652.00	\$6,608.00	123
	542	6001		REMOVE METAL BEAM GUARD FENCE	LF	655.00	\$5.00	\$3,275.00	124
	544	6001		GUARDRAIL END TREATMENT (INSTALL)	EA	4.00	\$2,315.00	\$9,260.00	125
	544	6003		GUARDRAIL END TREATMENT (REMOVE)	EA	4.00	\$250.00	\$1,000.00	126
	618	6042		CONDT (PVC) (SCH 80) (1 1/4")	LF	1,725.00	\$6.80	\$11,730.00	127
	618	6046		CONDT (PVC) (SCH 80) (2")	LF	1,785.00	\$7.65	\$13,655.25	128
	618	6047		CONDT (PVC) (SCH 80) (2") (BORE)	LF	640.00	\$10.40	\$6,656.00	129
	618	6053		CONDT (PVC) (SCH 80) (3")	LF	1,125.00	\$10.15	\$11,418.75	130
	618	6054		CONDT (PVC) (SCH 80) (3") (BORE)	LF	945.00	\$14.98	\$14,156.10	131
	618	6070		CONDT (RM) (2")	LF	420.00	\$18.19	\$7,639.80	132
	620	6009		ELEC CONDR (NO.6) BARE	LF	3,790.00	\$1.25	\$4,737.50	133
	620	6011		ELEC CONDR (NO.4) BARE	LF	505.00	\$1.65	\$833.25	134
	620	6012		ELEC CONDR (NO.4) INSULATED	LF	1,025.00	\$1.65	\$1,691.25	135
	621	6005		TRAY CABLE (4 CONDR) (12 AWG)	LF	3,655.00	\$1.78	\$6,505.90	136
	624	6010		GROUND BOX TY D (162922)W/APRON	EA	37.00	\$715.00	\$26,455.00	137
	628	6188		ELC SRV TY D 120/240 070(NS)SS(E)SP(O)	EA	1.00	\$5,103.00	\$5,103.00	138
	644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	79.00	\$335.00	\$26,465.00	139
	644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	32.00	\$484.00	\$15,488.00	140

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	644	6005		IN SM RD SN SUP&AM TY10BWG(1)SA(T-2EXT)	EA	4.00	\$715.00	\$2,860.00	141
	644	6035		IN SM RD SN SUP&AM TYS80(1)SA(U-2EXT)	EA	7.00	\$606.00	\$4,242.00	142
	644	6068		RELOCATE SM RD SN SUP&AM TY 10BWG	EA	4.00	\$325.00	\$1,300.00	143
	644	6075		RELOCATE SM RD SN SUP&AM(SIGN ONLY)	EA	2.00	\$100.00	\$200.00	144
	644	6076		REMOVE SM RD SN SUP&AM	EA	41.00	\$75.00	\$3,075.00	145
	662	6063		WK ZN PAV MRK REMOV (W)4"(SLD)	LF	21,357.00	\$0.56	\$11,959.92	146
	662	6075		WK ZN PAV MRK REMOV (W)24"(SLD)	LF	144.00	\$6.70	\$964.80	147
	662	6095		WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	29,617.00	\$0.56	\$16,585.52	148
	666	6036		REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	8,612.00	\$0.68	\$5,856.16	149
	666	6042		REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	2,489.00	\$2.60	\$6,471.40	150
	666	6048		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	433.00	\$5.30	\$2,294.90	151
	666	6054		REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	49.00	\$95.00	\$4,655.00	152
	666	6057		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	4.00	\$130.00	\$520.00	153
	666	6063		REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	EA	8.00	\$130.00	\$1,040.00	154
	666	6078		REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	57.00	\$130.00	\$7,410.00	155
	666	6102		REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	EA	28.00	\$38.00	\$1,064.00	156
	666	6141		REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	495.00	\$2.60	\$1,287.00	157
	666	6224		PAVEMENT SEALER 4"	LF	4,418.00	\$0.06	\$265.08	158
	666	6225		PAVEMENT SEALER 6"	LF	7,505.00	\$0.08	\$600.40	159
	666	6226		PAVEMENT SEALER 8"	LF	8,612.00	\$0.14	\$1,205.68	160
	666	6228		PAVEMENT SEALER 12"	LF	2,991.00	\$0.37	\$1,106.67	161
	666	6230		PAVEMENT SEALER 24"	LF	433.00	\$0.59	\$255.47	162
	666	6231		PAVEMENT SEALER (ARROW)	EA	49.00	\$47.00	\$2,303.00	163
	666	6232		PAVEMENT SEALER (WORD)	EA	57.00	\$47.00	\$2,679.00	164
	666	6234		PAVEMENT SEALER (DBL ARROW)	EA	4.00	\$53.00	\$212.00	165
	666	6236		PAVEMENT SEALER (UTURN ARROW)	EA	8.00	\$47.00	\$376.00	166
	666	6243		PAVEMENT SEALER (YLD TRI)	EA	28.00	\$47.00	\$1,316.00	167
	666	6303		RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	1,619.00	\$0.54	\$874.26	168
	666	6306		RE PM W/RET REQ TY I (W)6"(BRK)(100MIL)	LF	6,164.00	\$0.62	\$3,821.68	169
	666	6309		RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	LF	1,156.00	\$0.62	\$716.72	170
	666	6315		RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	2,786.00	\$0.54	\$1,504.44	171
	666	6321		RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	LF	185.00	\$0.62	\$114.70	172
	672	6007		REFL PAV MRKR TY I-C	EA	436.00	\$4.90	\$2,136.40	173
	672	6009		REFL PAV MRKR TY II-A-A	EA	136.00	\$4.90	\$666.40	174

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ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	672	6010		REFL PAV MRKR TY II-C-R	EA	315.00	\$4.90	\$1,543.50	175
	677	6001		ELIM EXT PAV MRK & MRKS (4")	LF	21,040.00	\$0.39	\$8,205.60	176
	677	6002		ELIM EXT PAV MRK & MRKS (6")	LF	550.00	\$0.45	\$247.50	177
	677	6007		ELIM EXT PAV MRK & MRKS (24")	LF	600.00	\$1.10	\$660.00	178
	677	6008		ELIM EXT PAV MRK & MRKS (ARROW)	EA	4.00	\$56.00	\$224.00	179
	677	6012		ELIM EXT PAV MRK & MRKS (WORD)	EA	4.00	\$79.00	\$316.00	180
	678	6001		PAV SURF PREP FOR MRK (4")	LF	4,418.00	\$0.02	\$88.36	181
	678	6002		PAV SURF PREP FOR MRK (6")	LF	7,505.00	\$0.02	\$150.10	182
	678	6004		PAV SURF PREP FOR MRK (8")	LF	8,612.00	\$0.05	\$430.60	183
	678	6006		PAV SURF PREP FOR MRK (12")	LF	2,991.00	\$0.06	\$179.46	184
	678	6008		PAV SURF PREP FOR MRK (24")	LF	433.00	\$0.13	\$56.29	185
	678	6009		PAV SURF PREP FOR MRK (ARROW)	EA	49.00	\$7.90	\$387.10	186
	678	6010		PAV SURF PREP FOR MRK (DBL ARROW)	EA	4.00	\$9.80	\$39.20	187
	678	6012		PAV SURF PREP FOR MRK (UTURN ARR)	EA	8.00	\$7.90	\$63.20	188
	678	6016		PAV SURF PREP FOR MRK (WORD)	EA	57.00	\$7.90	\$450.30	189
	678	6023		PAV SURF PREP FOR MRK (36")(VLD TRI)	EA	28.00	\$9.80	\$274.40	190
	680	6002		INSTALL HWY TRF SIG (ISOLATED)	EA	2.00	\$31,785.00	\$63,570.00	191
	680	6004		REMOVING TRAFFIC SIGNALS	EA	2.00	\$3,500.00	\$7,000.00	192
	681	6001		TEMP TRAF SIGNALS	EA	3.00	\$31,075.00	\$93,225.00	193
	682	6001		VEH SIG SEC (12")LED(GRN)	EA	32.00	\$294.00	\$9,408.00	194
	682	6002		VEH SIG SEC (12")LED(GRN ARW)	EA	5.00	\$222.00	\$1,110.00	195
	682	6003		VEH SIG SEC (12")LED(YEL)	EA	32.00	\$288.00	\$9,216.00	196
	682	6004		VEH SIG SEC (12")LED(YEL ARW)	EA	5.00	\$212.00	\$1,060.00	197
	682	6005		VEH SIG SEC (12")LED(RED)	EA	32.00	\$285.00	\$9,120.00	198
	682	6006		VEH SIG SEC (12")LED(RED ARW)	EA	10.00	\$212.00	\$2,120.00	199
	682	6018		PED SIG SEC (LED)(COUNTDOWN)	EA	28.00	\$598.00	\$16,744.00	200
	682	6023		BACK PLATE (12")(3 SEC)	EA	32.00	\$60.00	\$1,920.00	201
	682	6024		BACK PLATE (12")(4 SEC)	EA	5.00	\$67.00	\$335.00	202
	684	6007		TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	4,975.00	\$1.03	\$5,124.25	203
	684	6009		TRF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	5,125.00	\$1.60	\$8,200.00	204
	684	6012		TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	6,310.00	\$1.96	\$12,367.60	205
	684	6080		TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	31,500.00	\$1.00	\$31,500.00	206
	685	6003		REMOVE RDSB FLASH BEACON ASSEMBLY	EA	4.00	\$250.00	\$1,000.00	207
	686	6055		INS TRF SIG PL AM(S)1 ARM(50")LUM	EA	2.00	\$13,389.00	\$26,778.00	208

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ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	686	6059		INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1.00	\$13,663.00	\$13,663.00	209
	686	6063		INS TRF SIG PL AM(S)1 ARM(60')LUM	EA	1.00	\$14,368.00	\$14,368.00	210
	686	6239		INS TRF SIG PL AM(S)2 ARM(60-32')LUM	EA	1.00	\$17,079.00	\$17,079.00	211
	686	6263		INS TRF SIG PL AM(S)2 ARM(65-28')LUM	EA	1.00	\$17,024.00	\$17,024.00	212
	686	6267		INS TRF SIG PL AM(S)2 ARM(65-32')LUM	EA	1.00	\$17,230.00	\$17,230.00	213
	686	6279		INS TRF SIG PL AM(S)2 ARM(65-44')LUM	EA	1.00	\$17,693.00	\$17,693.00	214
	687	6001		PED POLE ASSEMBLY	EA	21.00	\$1,150.00	\$24,150.00	215
	688	6001		PED DETECT PUSH BUTTON (APS)	EA	28.00	\$889.00	\$24,892.00	216
	688	6003		PED DETECTOR CONTROLLER UNIT	EA	2.00	\$3,500.00	\$7,000.00	217
	688	6004		VEH LP DETECT (SAWCUT)	LF	5,905.00	\$9.22	\$54,444.10	218
	690	6006		REMOVAL OF GROUND BOXES	EA	12.00	\$50.00	\$600.00	219
	730	6107		FULL - WIDTH MOWING	CYC	3.00	\$4,000.00	\$12,000.00	220
	734	6002		LITTER REMOVAL	CYC	3.00	\$4,000.00	\$12,000.00	221
	735	6003		DEBRIS REMOVAL (FRONTAGE ROADS)	CYC	3.00	\$4,000.00	\$12,000.00	222
	738	6005		CLEANING / SWEEPING (FRONTAGE ROAD)	CYC	4.00	\$4,500.00	\$18,000.00	223
	751	6003		IRRIG SYS OPERATION AND REPAIR	MO	2.00	\$1,500.00	\$3,000.00	224
	3010	6001		WIDE FLANGE PAVEMENT TERMINALS	LF	120.00	\$319.15	\$38,298.00	225
	6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN	EA	4.00	\$12,780.00	\$51,120.00	226
	6002	6007		VIVDS TEMPORARY	EA	2.00	\$14,250.00	\$28,500.00	227
	6058	6002		BBU SYSTEM (STAND-ALONE BATT CABINET)	EA	2.00	\$5,892.00	\$11,784.00	228
	9008	2000		POLICE OFFICER (FORCE ACCOUNT)	EA	50,000.00	\$1.00	\$50,000.00	229
	9008	3000		LANE CLOSURE ASSESSMENT FEE	HR	50.00	\$500.00	\$25,000.00	230

TOTAL BID AMOUNT: \$20,881,997.72

Signed: Mark Long
 Title: Estimating Manager
 Date: 7/25/17

Additional Signature for Joint Venture

Signed: _____
 Title: _____
 Date: _____

Webber, LLC and Subsidiaries

(A Wholly-Owned Subsidiary of Ferrovial US
Construction Corp.)

Consolidated Financial Statements as of and
for the Year Ended December 31, 2016 and
Independent Auditors' Report

WEBBER, LLC AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

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INDEPENDENT AUDITORS' REPORT

Board of Directors and Member of
Webber, LLC
The Woodlands, Texas

We have audited the accompanying consolidated financial statements of Webber, LLC and its subsidiaries (the "Company"), a wholly-owned subsidiary of Ferrovial US Construction Corp., which comprise the consolidated balance sheet as of December 31, 2016, and the related consolidated statements of operations, member's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Webber, LLC and its subsidiaries as of December 31, 2016, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Deloitte's Touche LLP

March 13, 2017

WEBBER, LLC AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

CONSOLIDATED BALANCE SHEET
AS OF DECEMBER 31, 2016
(In thousands of dollars)

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 177,854
Contracts receivable—net of allowance for doubtful accounts of \$0	55,340
Costs and estimated earnings in excess of billings on uncompleted contracts	27,606
Materials and supplies inventory	31,959
Loan receivable from affiliate	188,709
Receivable from affiliate	20,124
Other receivables and refundable income taxes	4,950
Prepaid expenses	<u>14,993</u>
Total current assets	521,535
DEFERRED TAX ASSET	12,560
PROPERTY AND EQUIPMENT—Net of accumulated depreciation	29,350
OTHER ASSETS	1,756
GOODWILL	<u>53,777</u>
TOTAL ASSETS	<u>\$ 618,978</u>

LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES:

Accounts payable, including retainages of \$24,313	\$ 32,572
Payable to affiliates	1,201
Billings in excess of costs and estimated earnings on uncompleted contracts	157,576
Accrued liabilities	<u>106,997</u>
Total current liabilities	298,346
LONG TERM PAYABLE TO PARENT	<u>67,212</u>
Total liabilities	<u>365,558</u>

COMMITMENTS AND CONTINGENCIES (Note 13)

MEMBER'S EQUITY:

Common stock	1
Additional paid-in capital	60,863
Retained earnings	129,425
Noncontrolling interest	<u>63,131</u>
Total member's equity	<u>253,420</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 618,978</u>

See notes to consolidated financial statements.

WEBBER, LLC AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2016
(In thousands of dollars)

CONTRACT REVENUES	\$ 691,877
COST OF REVENUES	<u>648,201</u>
GROSS PROFIT	43,676
GENERAL AND ADMINISTRATIVE EXPENSES	(28,831)
OTHER INCOME	5,111
GAIN ON SALE OF ASSETS	<u>638</u>
INCOME FROM OPERATIONS	<u>20,594</u>
INTEREST AND CURRENCY TRANSLATION INCOME:	
Interest income	5,295
Interest expense	(227)
Foreign exchange rate loss	<u>(24)</u>
Total interest and currency translation income—net	5,044
INCOME BEFORE INCOME TAXES	25,638
INCOME TAX EXPENSE	<u>(8,904)</u>
NET INCOME	16,734
NET LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>(792)</u>
NET INCOME ATTRIBUTABLE TO WEBBER, LLC	<u>\$ 15,942</u>

See notes to consolidated financial statements.

WEBBER, LLC AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

CONSOLIDATED STATEMENT OF MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2016
(In thousands of dollars)

	<u>Common Stock</u>		<u>Additional</u>	<u>Retained</u>	<u>Noncontrolling</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Paid-In</u>	<u>Earnings</u>	<u>Interest</u>	<u>Total</u>
			<u>Capital</u>			
BALANCE—January 1, 2016	1,000	\$ 1	\$ 60,863	\$ 114,342	\$ 62,339	\$ 237,545
Equity Distribution Paid				(859)		(859)
Net income				15,942	792	16,734
BALANCE—December 31, 2016	<u>1,000</u>	<u>\$ 1</u>	<u>\$ 60,863</u>	<u>\$ 129,425</u>	<u>\$ 63,131</u>	<u>\$ 253,420</u>

See notes to consolidated financial statements.

WEBBER, LLC AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016
(In thousands of dollars)

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income	\$ 16,734
Adjustment to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	5,604
Gain on sale of assets	(638)
Deferred income tax expense	385
Changes in assets and liabilities:	
Decrease in contract receivables	36,472
Increase in costs and estimated earnings in excess of billings on uncompleted contracts	(7,484)
Increase in material and supplies inventory	(5,719)
Decrease in receivable from affiliates	11,296
Increase in other receivables	(1,856)
Increase in prepaid expenses	(609)
Decrease in other assets	1,859
Decrease in accounts payable	(26,505)
Increase in payable to affiliates	7,671
Increase in billings in excess of costs and estimated earnings on uncompleted contracts	9,684
Increase in accrued liabilities	<u>6,027</u>
Net cash provided by operating activities	<u>52,921</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Proceeds from sale of property and equipment	864
Purchases of property and equipment	(10,601)
Proceeds from maturities of certificates of deposit	96,633
Loans made to affiliate	(3,031)
Acquisition of business, net of cash acquired	<u>(5,515)</u>
Net cash provided by investing activities	<u>78,350</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from long-term debt	18,000
Repayment of long-term debt	<u>(18,000)</u>
Net cash provided by financing activities	<u>-</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	131,271
CASH AND CASH EQUIVALENTS:	
Beginning of year	<u>46,583</u>
End of year	<u>\$ 177,854</u>
SUPPLEMENTAL CASH FLOW INFORMATION:	
Interest paid	<u>\$ 345</u>
Taxes paid (net of refund)	<u>\$ -</u>

See notes to consolidated financial statements.

WEBBER, LLC AND SUBSIDIARIES

(A Wholly-Owned Subsidiary of Ferrovial US Construction Corp.)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS **AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2016** **(In thousands of dollars)**

1. NATURE OF BUSINESS, BASIS OF PRESENTATION, AND OPERATING CYCLE

The accompanying consolidated financial statements include the accounts of Webber, LLC (Webber), Webber Management Group, LLC (WMG); Webber Barrier Services, LLC (WBS); DBW Construction, LLC (DBW); Pepper Lawson Construction, L.P. (PLC); Pepper Lawson Waterworks, LLC (PLW); and Katy Equipment, L.P. (Katy), (collectively, the “Company”). Webber consolidates WMG and DBW in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810, *Consolidation*, and related standards, and ASC Topic 605-35, *Revenue Recognition: Construction-Type and Production-Type Contracts*, see Note 12. Webber, WMG, WBS, and DBW are Texas limited liability companies.

The Company is wholly owned by Ferrovial US Construction Corp. (“Parent”). The Company operates under four divisions focusing on civil engineering and construction as well as producing materials including recycled concrete and asphalt by Southern Crushed Concrete, LLC, an affiliate company. All significant intercompany accounts and transactions have been eliminated in the consolidated financial statements.

The Company’s contracts vary in length, but are typically from one to five years. Assets and liabilities are classified as current and noncurrent based on the Company’s operating cycle because management believes this presentation is more meaningful than an unclassified presentation.

At December 31, 2016, Webber had authorized and outstanding common stock of 1,000 shares, with a par value of \$1 per share.

On August 18, 2009, DBW was formed, in which Webber is the sole member. On August 19, 2009, DBW entered into two joint venture agreements along with Ferrovial Agroman Texas, LLC (FAT) to form the joint venture entities Bluebonnet Contractors, LLC (BBC) and Trinity Infrastructure, LLC (TRI). DBW and FAT together share full vested interest in both joint ventures, and have individual ownerships of 40% and 60%, respectively, within each joint venture. On September 25, 2013, BBC was awarded an extension to the project, of which DBW has a 25% ownership.

On April 19, 2011, Central Texas Mobility Constructors, LLC (CTMC) was formed, in which Webber is the majority member. This joint venture was formed with an unrelated third party to complete the Highway 290 East Toll Road in Austin, Texas, for the Central Texas Regional Mobility Authority as a design/build contract. The job is expected to complete in 2017.

On November 11, 2014, Webber-Cadagua Partners was formed, in which Webber is the general equal partner of the joint venture with Cadagua US, LLC. The joint venture was formed for the construction of a new water pretreatment system for Trophy Club Municipal Utility District. The project was started in July 2015 and is estimated to be completed in 2017.

On May 11, 2016, PLW-Cadagua Partners was formed, in which PLW is the general equal partner of the joint venture with Cadagua US, LLC. The joint venture was formed to upgrade the O.N. Stevens Waste

Water Treatment Plant for the City of Corpus Christi. The project started in October 2016 and is estimated to be completed in 2019.

On December 13, 2016, Webber Equipment & Materials, LLC was formed, in which Webber is the sole member.

The Company's interests in construction joint ventures are accounted for using the proportionate consolidation method, whereby the Company's proportionate share of each joint venture's assets, liabilities, revenues, and cost of operations are included in the appropriate classifications in the consolidated financial statements. All intercompany transactions and balances have been eliminated.

On March 31, 2016, Webber ("Purchaser") acquired 100% of Pepper Lawson Construction (PLC), a Texas limited partnership, Pepper Lawson Waterworks (PLW), a Texas limited liability company, and Katy Equipment (Katy), a Texas limited partnership. The acquisition expands Webber's footprint in the waterworks and commercial construction markets. In accordance with FASB Accounting Standards Codification ("ASC") Topic 805, Business Combinations, the Company accounted for these transactions using the acquisition method. The Company conducted external and internal valuations of certain acquired assets and liabilities for inclusion in our balance sheet as of the date of acquisition. Assets that would not normally be recorded in ordinary operations were recorded at their estimated fair values. The excess of preliminary purchase price over the estimated fair values of net assets acquired was recorded as goodwill. The Company expects to complete the purchase price allocation during the 12-month period following the acquisition date, in line with the acquisition method of accounting, during which time the value of the assets and liabilities, including any goodwill, may be revised as appropriate.

The Company has a 6% ownership interest in Cintra ITR, LLC., which is ultimately wholly owned by Grupo Ferrovial. In May 2015, the Company recognized a \$2,605 non-cash increase in retained earnings related to the sale of an underlying asset in which Cintra ITR LLC held an interest. In September 2016, the Company recognized a \$859 non-cash decrease in retained earnings for taxes related to the asset sale in 2015 as noted above.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The consolidated financial statements are prepared in conformity with United States generally accepted accounting principles ("GAAP").

Revenues and Cost Recognition—Revenues are recognized under the percentage-of-completion accounting method for construction contracts. Revenue and earnings on construction contracts are recognized on the units-of-work-performed method. This method is used because management considers the units of work to be the best available measure of progress on these contracts.

Contract costs include all direct labor, materials, and subcontract costs and costs related to contract performance, such as indirect salaries, equipment rental, insurance, and taxes. General and administrative expenses are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions and final contract settlements, may result in revisions to costs and income, and are recognized in the period in which the revisions are determined. An amount equal to contract costs attributable to claims is included in revenues when realization is probable and the amount is reliably estimated.

The asset, “Costs and estimated earnings in excess of billings on uncompleted contracts,” represents revenues recognized in excess of amounts billed. The liability, “Billings in excess of costs and estimated earnings on uncompleted contracts,” represents billings in excess of revenues recognized.

Cash and Cash Equivalents—The Company considers all highly liquid deposits with an original maturities of three months or less from the date of purchase to be cash equivalents. The Company places its cash and cash equivalents with financial institutions that are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250. From time to time, the Company’s cash balances exceeded FDIC insured limits. The Company mitigates this concentration of credit risk by monitoring the credit worthiness of the financial institutions.

Certificates of Deposit – As of December 31, 2016, the Company has no investments in certificates of deposit.

Contract Receivables and Allowance for Doubtful Accounts—Contract receivables from performing construction services are based on contracted prices. Normal contract receivables are due 30 to 45 days after the issuance of the invoice. The balances billed to, but not paid by, the customer pursuant to contract retainage provisions are due upon completion of the projects and acceptance by the customer. Based on the Company’s experience, the Company expects to collect the retainage balances within 12 months following completion of the related projects.

The Company’s management reviews accounts receivable on a monthly basis to determine if any receivables could potentially be uncollectible, and if so, includes a determined amount in its allowance for doubtful accounts. Based on the information available to the Company, management believes its allowance for doubtful accounts as of December 31, 2016 is not needed. No write-offs of accounts receivable was recorded during 2016; however, actual write-offs in future periods may be recorded.

Materials and Supplies Inventory—Inventory consists of materials and supplies used in the construction process. Inventory is stated at the lower of cost or market, with cost determined by average cost accounting principles.

Property, Equipment, and Depreciation—Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of (a) three to seven years for office, transportation, and heavy equipment; (b) the lesser of the estimated useful life or remaining lease term for leasehold improvements; and (c) 31 to 39 years for buildings. These lives reflect management’s best estimate of the respective assets’ useful lives, and subsequent changes in operating plans or technology could result in future impairment charges to these assets. The costs of major improvements that extend the useful lives of the assets are capitalized. Expenditures for maintenance, repairs, and minor improvements are expensed as incurred. When property and equipment are sold or retired, the cost and related depreciation are removed and the resulting gain or loss is included in results of operations.

Property and equipment is reviewed to determine whether any events or changes in circumstances indicate the carrying amount of the assets may not be recoverable. If factors exist that indicate the carrying amount of the asset may not be recoverable, the Company determines whether an impairment has occurred through the use of an undiscounted cash flow analysis and, if necessary, recognizes a loss for the difference between the carrying amount and the fair value of the asset. Impairment analysis is subjective and assumptions regarding future growth rates and operating expense levels can have a significant impact on the expected future cash flows and impairment analysis. No impairment loss was recorded during the year ended December 31, 2016.

Goodwill—Goodwill is not amortized, but instead reviewed on an annual basis or on an interim basis, if events or circumstances warrant it, for any potential impairment. Accordingly, management will test for the potential impairment of goodwill on, at least, an annual basis. The Company's goodwill impairment test involves a comparison of the fair value of each reporting unit with its carrying amount. Fair value is estimated by the Company using discounted cash flows. If the fair value is less than the carrying value and is determined to be actually impaired, goodwill will be adjusted to the fair value. The Company performed their goodwill impairment test and as of December 31, 2016, there was no impairment of goodwill.

Income Taxes—As of September 16, 2013, Webber elected to be treated as a corporation for Federal tax purposes. Accordingly, the consolidated financial statements herein reflect deferred taxes and provisions for Federal income tax related to the period as of December 31, 2016. WBS is a limited liability company whose earnings flow to its member, Webber, and all Federal taxes related to WBS are reflected herein. Webber is wholly owned and part of a consolidated tax return group under Ferrovial Holding US Corporation. Webber is using the separate-return method to allocate current and deferred tax expense for the tax year, which is an acceptable method of reporting taxes on stand-alone subsidiary financial statements for entities that are a part of a consolidated tax return group.

Major Customers—For the year ended December 31, 2016, 66% of the Company's revenues were related to three customers. Contract revenues from these three customers amounted to approximately \$457,036 for the year ended December 31, 2016. These three customers accounted for approximately 43%, 18%, and 5% of revenues for the year ended December 31, 2016. At December 31, 2016, receivables from these three customers totaled approximately \$21,095.

Fair Value of Financial Instruments—The Company's financial instruments consist primarily of cash and cash equivalents, contracts receivable, accounts payable, affiliate receivable, and affiliate payable. The Company believes the carrying values of the instruments included in the accompanying consolidated balance sheet as current assets or liabilities approximate their fair value due to their short-term nature. Management also believes that the fair value of its loan receivable-affiliate approximates its book value based on current market interest rate conditions, and other financial instruments with similar terms.

Variable Interest Entities (VIEs)—The Company reviews its business activities on an annual basis to determine if it has any investment in or relationships with VIEs. If the Company is deemed the primary beneficiary of these arrangements, it would be required to consolidate the VIEs (see Note 12).

Use of Estimates—The preparation of consolidated financial statements in conformity with GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Future Adoption of New Accounting Pronouncements—In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. ASU No. 2014-09 requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU No. 2014-09 requires entities to disclose both qualitative and quantitative information that enables users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including disclosure of significant judgments affecting the recognition of revenue. ASU No. 2014-09 will be effective for the Company's fiscal years beginning fiscal 2018, using either the retrospective or

cumulative effect transition method. The Company is currently evaluating the effect of the adoption of this guidance on the consolidated financial statements.

On January 5, 2016, the FASB issued (ASU) No. 2016-01, which amends the guidance in GAAP on the classification and measurement of financial instruments. Although the ASU retains many current requirements, it significantly revises an entity's accounting related to (1) the classification and measurement of investments in equity securities and (2) the presentation of certain fair value changes for financial liabilities measured at fair value. The ASU also amends certain disclosure requirements associated with the fair value of financial instruments. ASU 2016-01 is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. The Company is currently evaluating the effect of the adoption of this guidance on the financial statements.

On February 25, 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842). ASU No. 2016-02 is effective for annual periods beginning after December 15, 2019, and early adoption is permitted. The FASB issued ASU No. 2016-02 to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. An entity should apply the amendments in this ASU on a modified retrospective basis. The transition will require application of the new guidance at the beginning of the earliest comparative period presented in the financial statements. The Company is currently evaluating the impact of the adoption of this ASU on its consolidated financial statements.

On August 26, 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. ASU No. 2016-15 is effective for annual periods beginning after December 15, 2018, and early adoption is permitted. ASU 2016-15 provides guidance on how certain cash receipts and cash payments are to be presented and classified in the statement of cash flows. The Company is currently evaluating the impact of the adoption of this ASU on its consolidated financial statements.

Subsequent events – The Company performed an evaluation of the subsequent events through March 13, 2017, which is the date of the consolidated financial statements were available to be issued.

3. CONTRACT RECEIVABLES

Contract receivables consisted of the following at December 31, 2016:

Contracts in progress	\$ 29,512
Retainages	<u>25,828</u>
	<u>\$ 55,340</u>

4. UNCOMPLETED CONTRACTS

As of December 31, 2016, the Company had contracts in progress totaling approximately \$2,802,598. Information with respect to those uncompleted contracts is summarized as follows:

Costs incurred on uncompleted contracts	\$ 4,778,951
Estimated earnings on uncompleted contracts	<u>342,291</u>
Total costs and estimated earnings incurred on uncompleted contracts	5,121,242
Less billings to date	<u>5,251,212</u>
	<u>\$ (129,970)</u>

Included in the accompanying balance sheet at December 31, 2016, under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 27,606
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(157,576)</u>
	<u>\$ (129,970)</u>

5. PROPERTY AND EQUIPMENT

The principal categories of property and equipment at December 31, 2016, are summarized as follows:

Transportation equipment	\$ 12,875
Construction equipment	51,924
Office equipment	1,257
Building and improvements	2,832
Land	<u>1,642</u>
	70,530
Less accumulated depreciation and amortization	<u>(41,180)</u>
	<u>\$ 29,350</u>

Depreciation and amortization expenses for the year ended December 31, 2016, was approximately \$5,604.

6. GOODWILL

The carrying amount of Goodwill increased by \$11,503 from December 31, 2015. Webber recognized Goodwill in the amount of \$11,503 for the acquisition of PLW, PLC and Katy in 2016 (see Note 14). The following reflects the activity in Goodwill for the year ended December 31, 2016 :

Goodwill at January 1, 2016	\$ 42,274
Goodwill recognized in 2016 - business acquisition	<u>11,503</u>
Good will at December 31, 2016	<u>\$ 53,777</u>

7. ACCRUED LIABILITIES

Accrued liabilities at December 31, 2016, consisted of the following:

Accrued insurance	\$ 6,968
Accrued bonuses	5,561
Accrued property, margin, and franchise taxes	1,693
Accrued contracts in-progress costs	61,144
Accrued end-of job expenses	16,565
Accrued loss provision on uncompleted contracts	13,571
Other accrued costs	<u>1,495</u>
	<u>\$ 106,997</u>

8. LONG-TERM PAYABLE TO PARENT

The long-term payable at December 31, 2016, consisted of taxes payable to the Parent in the amount of \$67,212.

9. RETIREMENT BENEFITS

The Company has established a salary reduction 401(k) plan with matching contributions by the Company for substantially all employees. The Company's contribution is determined at the discretion of the board of directors subject to certain limitations. Company contributions in the year ended December 31, 2016, amounted to approximately \$2,713.

10. INCOME TAXES

As of September 16, 2013, Webber elected to be treated as a corporation for Federal tax purposes. Accordingly, the consolidated financial statements herein reflect deferred taxes and provisions for income tax for the year ended December 31, 2016. WBS is a limited liability company whose earnings flow to its member, Webber, and all income taxes related to WBS are reflected herein.

Likewise, as of April 1, 2016, PLC, Katy and PLW are all treated as entities whose earnings flow to its member, Webber, and all income taxes related to those entities are reflected herein.

WMG is a Texas limited liability company. Norvarem, the member of WMG, in accordance with GAAP, has elected to reflect all Federal income taxes at the member's level. Accordingly, no provision

for Federal income tax for WMG has been provided for in the accompanying consolidated financial statements.

Consolidated income tax expense was approximately \$8,904 for the year ended December 31, 2016. This is composed of the following:

Federal	\$ 8,327
State	192
Deferred tax expense:	
Federal	<u>385</u>
Total	<u>\$ 8,904</u>

In addition, the Company recorded net deferred tax assets of \$12,560 related primarily to non-deductible provisions, contracts that have completed 10% or less, investment in affiliates, less PPE and intangibles.

11. INSURANCE

The Company has a modified self-insurance policy related to its workers' compensation insurance. Maximum exposure on this policy for the year ended December 31, 2016, in annual premiums (subject to audit by the insurance company based on the terms of the policy), plus deductibles in amounts equal to \$3.71 per \$100 of payroll exposure. Claim amounts paid in excess of this limit are covered by another policy through the insurance company. The Company has recorded insurance expense relating to this policy in the amounts of approximately \$2,001 for the year ended December 31, 2016. Included in this amount are the Company's estimates of the prorated annual premium and portion of aggregate deductible based on prior claims experience.

The Company has a self-insured policy related to its health insurance coverage for employees that began in 2011. Claims are administered by a third-party administrator and are funded by the Company up to a maximum per person deductible. Claim amounts in excess of the per person deductible are covered by another policy through the insurance company. The Company has recorded health insurance expenses related to this policy in the amount of approximately \$10,837 for the year ended December 31, 2016. Included in this amount are the Company's estimates of the administrator's fees and the aggregate deductible based on prior claims experience.

12. RELATED-PARTY TRANSACTIONS AND VIES

FASB ASC Topic 810 requires that if an enterprise is the primary beneficiary of a VIE, the assets, liabilities, and results of operations of the VIE should be included in the consolidated financial statements of the enterprise. Webber is deemed to be the primary beneficiary of WMG due to agreements, whereby the Company secures the leases of WMG. Webber leases equipment from WMG. Therefore, Webber has consolidated the lessor in its consolidated financial statements.

Southern Crushed Concrete, LLC (SCC) is owned by Norvarem (affiliate company). At December 31, 2016, there are \$207 in payables to SCC in the accounts payable to affiliates. There are no receivables from affiliates related to SCC at December 31, 2016.

A summary of income (expenses) incurred as a result of the Company's relationship with SCC for the year ended December 31, 2016, is as follows:

	SCC
Material purchases	\$ 9,152
Equipment rental and fuel	(77)
Administrative fee	(1,910)

In 2009, the joint ventures BBC and TRI (collectively, the "Ventures") were formed for the sole purpose of performing two design-build contracts related to the North Tarrant Expressway and LBJ Expressway projects in Fort Worth and Dallas, Texas, respectively. In 2013, BBC was awarded an extension to the North Tarrant Expressway. Webber participates in both Ventures through DBW, and includes DBW in its consolidated financials. Both Ventures are being performed for entities that are partly owned by Cintra Concesiones de Infraestructuras de Transporte (the "Developer"), a related party. Balances with the Developer, as of December 31, 2016, were approximately \$6,621, and are reflected in the consolidated balance sheets in receivable from affiliate. Upon fulfillment of all obligations of the contracts, the Ventures will cease operations.

The remaining receivables from affiliate in the consolidated balance sheet are composed of various balances, which are individually not significant.

Other income of \$5,109 consists of management fees earned from work performed at affiliated companies, which are not controlled by the Company.

Loan Agreements and Notes—The Company loaned funds to SCC, a Texas limited liability company owned by Norvarem, in the amount of \$12,928. On April 13, 2013, SCC repaid \$2,099, reducing its obligation to the Company to \$10,829. On September 9, 2015, SCC repaid \$4,000, reducing its obligation to the Company to \$6,829. The loan accrues interest at a rate of 12-month London InterBank Offered Rate ("LIBOR"), plus 1.5% adjusted quarterly. The rate as of December 31, 2016, was 3.06%. As of December 31, 2016, the Company has an outstanding loan to SCC totaling \$6,829. Interest income recorded for the year ended December 31, 2016, was approximately \$188. Interest income receivable from the credit agreement totaled \$303 as of December 31, 2016. The \$6,829 of remaining principal plus the accrued interest were repaid in full on January 31, 2017.

BBC loaned funds to Ferrovia Agroman S.A. with a current balance amount of \$52,153 and accrues interest at 2.43% annually. Principal and interest are payable at maturity on April 21, 2017. BBC loaned funds to Ferrovia Financiera A.I.E. with a current balance of \$151,321, accrues interest at 1.27% annually. Principal and interest are payable at maturity on July 28, 2017. The Company's proportionate share of the loan balances are presented as receivables from affiliates in the consolidated balance sheet in the amount of approximately \$81,390 and interest income receivable in the amount of \$685.

TRI loaned funds to Ferrovia Financiera, A.I.E. under two separate loan agreements. The first loan, in the amount of \$116,090, accrues interest at 1.96% annually. Principal and interest are payable at maturity on June 24, 2017. The second loan, in the amount of \$129,808, accrues interest at 1.94% annually. Principal and interest are payable at maturity on May 9, 2017. The Company's proportionate share of the loan balances are presented as receivables from affiliates in the consolidated balance sheet in the amount of approximately \$98,359 and interest income receivable in the amount of \$1,143.

On April 1, 2016, the Company obtained \$18,000 from the existing credit line with TRI for the acquisition of PLC, PLW and Katy. The credit line accrued interest at 3.35% annually. The \$18,000 of principal and the accrued interests in the amount of \$295 were paid in full on September 23, 2016.

13. COMMITMENTS AND CONTINGENCIES

The Company leases certain facilities and equipment utilized in its operations under operating leases. The operating leases have initial terms ranging from one month to 10 years, generally with renewal options. Future minimum lease payments under non-cancelable leases with original terms equal to or greater than one year at December 31, 2016, consist of the following:

Years Ended	
2017	9,276
2018	7,543
2019	4,653
2020	2,034
2021	1,384
Longer than five years	<u>6,896</u>
	<u>\$ 31,786</u>

The Company has recorded total rental expenses of approximately \$31,773 for the year ended December 31, 2016, which are included as cost of earned revenue in the consolidated statement of operations.

14. ACQUISITIONS

During 2016, the Company acquired PLW, PLC, and Katy. The aggregate consideration paid for the acquisition was \$18,000, less \$842 of working capital adjustments and \$1,500 of refunded escrow amount which resulted in net cash consideration of \$15,658. Accordingly, adjustments to the initial purchase accounting for the acquired net assets will be completed in the 12-month following the acquisition date, as we obtain additional information regarding the facts and circumstances that existed as of the acquisition date.

The Company recognized goodwill of \$11,503 arising from the acquisition, which relates primary to growth opportunities based on a broader service offering of Webber's combined operations. We recognized acquisition-related costs of \$490, which are included in "General and Administrative Expenses" in our consolidated statement of operations for the year ended December 31, 2016.

The following consists of the consideration paid for this acquisition and the fair value of the assets and liabilities assumed:

Fair value of total consideration transferred	\$ 15,658
Recognized amounts of identifiable assets acquired and liabilities assumed	
Cash	10,143
Contracts receivables	36,692
Cost and estimated earnings in excess of billings on uncompleted contracts	5,849
Deferred tax asset	3,304
Other assets	<u>3,023</u>
Total current assets	59,011
Property, plant and equipment	<u>1,881</u>
Total assets	60,892
Accounts payable	34,300
Accrued liabilities	10,615
Billings in excess of costs and estimated billings on uncompleted contracts	11,824
Other current liabilities	<u>455</u>
Total liabilities	57,194
Minority interest	<u>(457)</u>
Net Assets	\$ 4,155
Goodwill	\$ 11,503

15. LITIGATION

The Company is a party to various litigation and claims as a result of its ongoing business activities. Management believes the outcome of such matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows.

* * * * *

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:
 2017-238493

Date Filed:
 07/19/2017

Date Acknowledged:

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

Webber, LLC
 The Woodlands, 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.

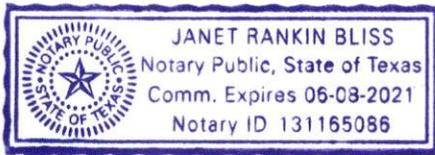
0543-02-063, Etc / Bid #17-087
 Construction of FM 359/FM 1093 Westpark Extension Phase II

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ferrovia US Construction Corporation	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Mark Lively
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Lively, this the 25th day of July, 2017, to certify which, witness my hand and seal of office.

Janet Rankin Bliss
 Signature of officer administering oath

Janet Rankin Bliss
 Printed name of officer administering oath

Notary
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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			Controlling	Intermediary
	Ferrovia US Construction Corporation	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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