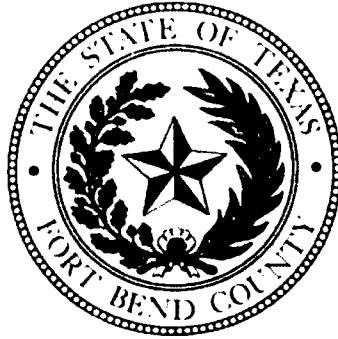


Fort Bend County, Texas  
Invitation for Bid



INS-✓  
1295-✓

**Term Contract for Earthen Road Material  
BID 18-035**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery.

**SUBMIT NO LATER THAN:**

Tuesday, January 23, 2018  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 18-035  
EARTHEN ROAD MATERIAL

**ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

**BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.**

**BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.**

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

|  |   |   |  |
|--|---|---|--|
| Legal Company Name   | Cherry Crushed Concrete Inc   |   |  |
| Federal ID # or S.S. #   | 76-0532691  |   |  |
| 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    |  |
| Remittance Address   | 6131 Selinsky   |   |  |
| City/State/Zip   | Houston, TX 77048   |   |  |
| Physical Address   | 616 Fm 521  |   |  |
| City/State/Zip   | Fresno, TX 77545  |   |  |
| Phone/Fax Number   | Phone: 713-436-0990   | Fax: 713-436-0071                                   |  |
| Contact Person   | BJ Holesovsky   |   |  |
| E-mail   | bjh@cherrycompanies.com   |   |  |
| Check all that apply to the company listed above and provide certification number. | <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 # _____                               |  |
| 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).   |   |   |  |
| Signature of Authorized Representative   |   |   |  |
| Printed Name   | Henry "BJ" Holesovsky IV  |   |  |
| Title  | Sales Manager   |   |  |
| Date   | 1-10-18   |   |  |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid document. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 16, 2018 at 9:00 a.m. (CST)**. Requests received

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after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No

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price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to

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get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

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

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

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

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considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

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

## **2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good

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

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

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a tax-exempt governmental entity.

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

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conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

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

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In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

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

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anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

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

### 3.0 SCOPE:

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

### 4.0 TERM OF CONTRACT:

The term of this contract is **1 April 2018 through 31 March 2019**, renewable annually for four (4) years (through 31 March 2023) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### 5.0 BID DOCUMENT COMPLETION:

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

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**6.0 MODIFICATIONS:**

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

**7.0 ✓ TEXAS ETHICS COMMISSION FORM 1295:**

- 7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 7.2 On-line instructions:
  - 7.2.1 Name of governmental entity is to read: Fort Bend County.
  - 7.2.2 Identification number used by the governmental entity is: B18-035.
  - 7.2.3 Description is the title of the solicitation: Earthen Road Material.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

**8.0 INSURANCE:**

- 8.1 ✓ All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 8.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or

Initials of Bidder: Ht

policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 8.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 8.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 8.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 8.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 8.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 8.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

## 9.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

Initials of Bidder: HH

- 9.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 9.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 9.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 9.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 9.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 9.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 9.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **10.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the

Initials of Bidder: HH

day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX170056 01/06/2017 TX56

Superseded General Decision Number: TX20160056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/06/2017       |

\* SUTX2011-013 08/10/2011

|  | Rates    | Fringes |
|--|----------|---------|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | \$ 12.98 |         |
| ELECTRICIAN  | \$ 27.11 |         |
| FORM BUILDER/FORM SETTER                               |          |         |
| Paving & Curb  | \$ 12.34 |         |
| Structures   | \$ 12.23 |         |
| LABORER  |          |         |
| Asphalt Raker  | \$ 12.36 |         |
| Flagger  | \$ 10.33 |         |
| Laborer, Common  | \$ 11.02 |         |

Initials of Bidder:   H

|   |          |
|---|----------|
| Laborer, Utility                                  | \$ 11.73 |
| Pipelaye  | \$ 12.12 |
| Work Zone Barricade Servicer                      | \$ 11.67 |
| PAINTER (Structures)                              | \$ 18.62 |
| POWER EQUIPMENT OPERATOR:                         |          |
| Asphalt Distributor                               | \$ 14.06 |
| Asphalt Paving Machine                            | \$ 14.32 |
| Broom or Sweeper                                  | \$ 12.68 |
| Concrete Pavement Finishing Machine               | \$ 13.07 |
| Concrete Paving, Curing, Float, Texturing Machine | \$ 11.71 |
| Concrete Saw                                      | \$ 13.99 |
| Crane, Hydraulic 80 Tons or less                  | \$ 13.86 |
| Crane, Lattice boom 80 tons or less               | \$ 14.97 |
| Crane, Lattice boom over 80 Tons                  | \$ 15.80 |
| Crawler Tractor                                   | \$ 13.68 |
| Excavator, 50,000 pounds or less                  | \$ 12.71 |
| Excavator, Over 50,000 pounds                     | \$ 14.53 |
| Foundation Drill, Crawler Mounted                 | \$ 17.43 |
| Foundation Drill, Truck Mounted                   | \$ 15.89 |
| Front End Loader 3 CY or Less                     | \$ 13.32 |
| Front End Loader, Over 3 CY                       | \$ 13.17 |
| Loader/Backhoe                                    | \$ 14.29 |
| Mechanic  | \$ 16.96 |
| Milling Machine                                   | \$ 13.53 |
| Motor Grader, Fine Grade                          | \$ 15.69 |
| Motor Grader, Rough                               | \$ 14.23 |
| Off Road Hauler                                   | \$ 14.60 |
| Pavement Marking Machine                          | \$ 11.18 |
| Piledriver  | \$ 14.95 |
| Roller, Asphalt                                   | \$ 11.95 |
| Roller, Other                                     | \$ 11.57 |
| Scraper   | \$ 13.47 |
| Spreader Box                                      | \$ 13.58 |
| Servicer  | \$ 13.97 |
| Steel Worker                                      |          |
| Reinforcing Steel                                 | \$ 15.15 |
| Structural Steel Welder                           | \$ 12.85 |
| Structural Steel                                  | \$ 14.39 |
| TRUCK DRIVER                                      |          |
| Low Boy Float                                     | \$ 16.03 |
| Single Axle                                       | \$ 11.46 |

Initials of Bidder: HH

|                                    |          |
|------------------------------------|----------|
| Single or Tandem Axle Dump         | \$ 11.48 |
| Tandem Axle Tractor w/Semi Trailer | \$ 12.27 |

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example:

Initials of Bidder: HLF

SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

Initials of Bidder: WJ

and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**11.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:**

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2014 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

**12.0 AWARD:**

This contract will be awarded to all bidders meeting specifications.

**13.0 ADDITIONAL INFORMATION & REQUIREMENTS:**

- 13.1 The County may purchase any one item from this bid without purchasing any other items from this bid.
- 13.2 All prices, unless otherwise specified, are to be FOB delivery point.
- 13.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.
- 13.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.
- 13.5 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable

Initials of Bidder: U4

deliveries.

- 13.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.
- 13.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

**14.0 MATERIAL SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 5.0. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County. The Excel file must not be password protected in order for bidder's prices and information to be copy and pasted to our Excel file

**15.0 DELIVERY:**

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

**16.0 REQUIRED FORMS:**

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

- 16.1 Pricing Form in electronic Excel File on CD or Flash Drive
- 16.2 Vendor Form
- 16.3 W9 Form
- 16.4 Tax Form/Debt/Residence Certification
- 16.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder:

CONTRACT SHEET  
B18-035

THE STATE OF TEXAS  
COUNTY OF FORT BEND

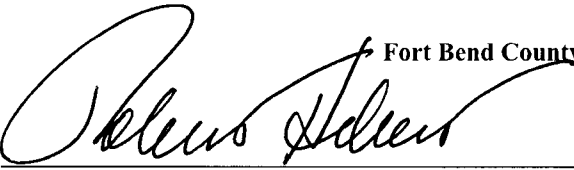
This memorandum of agreement made and entered into on the 6<sup>th</sup> day of February, 2018,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Cherry Crushed Concrete Inc (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Earthen Road Materials**  
which are hereto attached and made a part hereof, together with this instrument and the bond  
(when required) shall constitute the full agreement and contract between parties and for furnishing the  
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 6 day of February 2018.

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

By:   
Signature of Contractor

By: Henry D'S" Holesovsky N Sales Manager  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

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

|   |   |  |   |   |
|---|---|--|---|---|
| Print or type<br>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.<br><div style="text-align: center; font-size: 1.2em;">Cherry Crushed Concrete Inc</div> |  |   |   |
|   | 2 Business name/disregarded entity name, if different from above  |  |   |   |
|   | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:   |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |   |
|   | <input type="checkbox"/> Individual/sole proprietor or single-member LLC  | <input type="checkbox"/> C Corporation |   | <input checked="" type="checkbox"/> S Corporation |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  |  |   |   |
|   | <input type="checkbox"/> Other (see instructions) ▶ _____   |  |   |   |
|   | 5 Address (number, street, and apt. or suite no.)<br><div style="text-align: center; font-size: 1.2em;">6131 Selinsky Road</div>  |  | Requester's name and address (optional)   |   |
| 6 City, state, and ZIP code<br><div style="text-align: center; font-size: 1.2em;">Houston, TX 77048</div> |   |  |   |   |
| 7 List account number(s) here (optional)  |   |  |   |   |

**Part I Taxpayer Identification Number (TIN)**

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

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

|  |   |   |   |   |   |   |   |   |   |   |  |  |
|--|---|---|---|---|---|---|---|---|---|---|--|--|
| <b>Social security number</b>  |   |   |   |   |   |   |   |   |   |   |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> |   |   |   |   |   |   |   |   |   |   |  |  |
|  |   |   |   |   |   |   |   |   |   |   |  |  |
| <b>or</b>  |   |   |   |   |   |   |   |   |   |   |  |  |
| <b>Employer identification number</b>  |   |   |   |   |   |   |   |   |   |   |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">1</td> </tr> </table>   | 7 | 6 | - | 0 | 5 | 3 | 2 | 6 | 9 | 1 |  |  |
| 7  | 6 | - | 0 | 5 | 3 | 2 | 6 | 9 | 1 |   |  |  |

**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.

|                  |                            |                |
|------------------|----------------------------|----------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ 1-10-18 |
|------------------|----------------------------|----------------|

**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

- 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.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br><br>The actual owner <sup>2</sup>                                   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>2</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))  | The grantor <sup>2</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>1</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>1</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>2</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

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

Taxpayer Identification Number (T.I.N.): 76-0532691

Company Name submitting Bid/Proposal: Cherry Crushed Concrete Inc

Mailing Address: 6131 Selinsky Road Houston, TX 77048

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

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

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---------------------------------|--------------------------------|
| <u>9960-03-208-0113-907</u>     | <u>616 Fm 521</u>              |
| <u>9960-03-215-0108-901</u>     | <u>6400 Koeblen Rd</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.

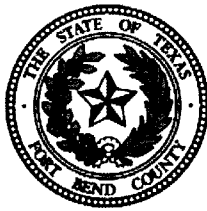
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are 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 Cherry Companies is a Resident Bidder of Texas as defined in Government Code §2252.001.  
 [Company Name]

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

**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

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

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

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

Cherry Crushed Concrete Inc  
(Company/Contractor)

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

[Signature]  
Contractor Signature

1-10-18  
Date

Henry "BJ" Holesovsky IV  
Printed Name

Sales Manager  
Title



SINCE 1952

SAFETY DATA SHEET (SDS): CRUSHED CONCRETE

| SECTION I – IDENTIFICATION  |                  |  |
|---|------------------|--|
| PRODUCT IDENTIFIER  | TRADE NAME       | OTHER SYNONYMS   |
| Crushed Concrete  | Crushed Concrete | Recycled Concrete, Crushed Concrete<br>Base Course, Recycled Concrete Pavement, Recycled Concrete Base Course, Reclaimed Concrete Material |
| RECOMMENDED USE AND RESTRICTION ON USE<br>Used for construction purposes<br>This product is not intended or designed for and should not be used as an abrasive blasting medium or for foundry applications. |                  |  |
| MANUFACTURER/SUPPLIER INFORMATION<br>Cherry Crushed Concrete<br>6131 Selinsky<br>Houston, Texas 77539<br>Phone: 713-987-0000<br>Monday to Friday  |                  |  |

| SECTION II – HAZARD(S) IDENTIFICATION   |  |
|---|--|
| HAZARD CLASSIFICATION:<br>Category 1A Carcinogen<br>Category 1 Specific Target Organ Toxicity (STOT) following repeated exposures<br>Category 1 Eye Damage<br>Category 1 Skin Corrosive   |  |
| SIGNAL WORD: DANGER   |  |
| HAZARD STATEMENTS:<br>May cause cancer by inhalation.<br>Causes damage to lungs, kidneys and autoimmune system through prolonged or repeated exposure by inhalation.<br>Causes severe skin burns and serious eye damage.  |  |
| PRECAUTIONARY STATEMENTS<br>Do not handle until the safety information presented in this SDS has been read and understood.<br>Do not breathe dusts or mists. Do not eat, drink or smoke while manually handling this product. Wash skin thoroughly after manually handling.<br>If swallowed: Rinse mouth and do not induce vomiting.<br>If on skin (or hair): Rinse skin after manually handling and wash contaminated clothing if there is potential for direct skin contact before reuse. For minor irritation, apply a lanolin-containing cream to skin after washing.<br>If inhaled excessively: Remove person to fresh air and keep comfortable for breathing.<br>If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do, and continue rinsing.<br>If exposed, concerned, unwell or irritation of the eyes, skin, mouth or throat/nasal passage persist: Get medical attention.<br>Wear eye protection and respiratory protection following this SDS, NIOSH guidelines and other applicable regulations. Use protective gloves if manually handling the product.<br>Avoid creating dust when handling, using or storing. Use with adequate ventilation to keep exposure below recommended exposure limits.<br>Dispose of product in accordance with local, regional, national or international regulations.<br>Please refer to Section XI for details of specific health effects of the components. |  |

SECTION III – COMPOSITION/INFORMATION ON INGREDIENTS



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| COMPONENT(S)<br>CHEMICAL NAME  | CAS REGISTRY NO | % by weight (approx) |
|--|-----------------|----------------------|
| Aggregate (limestone, granite, traprock, sand and gravel, etc.) <sup>(1)</sup> | Mixture         | 60-95                |
| Hydrated (Portland) Cement   | 65997-15-1      | 3-40                 |
| Calcium Hydroxide  | 1305-62-0       | 15-25                |
| Fly Ash <sup>(2)</sup>   | 68131-74-8      | 0-11                 |

(1) Composition of material varies naturally; typically contains quartz (crystalline silica)  
 (2) May contain trace amounts of heavy metals

**SECTION IV – FIRST-AID MEASURES**

**INHALATION:** If excessive inhalation occurs, remove to fresh air. Dust in throat and nasal passages should clear spontaneously.

Contact a physician if irritation persists or develops later.

**EYES:** Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Remove contact lenses, if present and easy to do, and continue rinsing. Beyond flushing, do not attempt to remove material from the eye(s). Contact a physician if irritation persists or develops later.

**SKIN:** Rinse skin with soap and water after manually handling and wash contaminated clothing if there is potential for direct skin contact. Contact a physician if irritation persists or develops later.

**INGESTION:** If swallowed, rinse mouth and do not induce vomiting. If gastrointestinal discomfort occurs, persists or develops later, get medical attention.

**SIGNS AND SYMPTOMS OF EXPOSURE:** There are generally no signs or symptoms of exposure to respirable crystalline silica. Often, chronic silicosis has no symptoms. The symptoms of chronic silicosis, if present, are shortness of breath, wheezing, cough and sputum production. The symptoms of acute silicosis which can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as 6 months, are the same as those associated with chronic silicosis; additionally, weight loss and fever may also occur. The symptoms of scleroderma, an autoimmune disease, include thickening and stiffness of the skin, particularly in the fingers, shortness of breath, difficulty swallowing and joint problems.

Direct skin and eye contact with dust may cause irritation by mechanical abrasion. Some components of the product are also known to cause corrosive effects to skin, eyes and mucous membranes. A splash of wet product in the eye can cause irritation and burning sensation, and may induce corneal edema (the victim may see colored rings or halos around lights). Wet product can irritate the skin and may cause alkali burns. Repeated or prolonged contact may cause dermatitis. Individuals may develop an allergic dermatitis following contact with this product. Ingestion of large amounts may cause gastrointestinal irritation and blockage. Inhalation of dust may irritate nose, throat, mucous membranes and respiratory tract by mechanical abrasion or corrosive action. Coughing, sneezing, chest pain, shortness of breath, inflammation of mucous membrane, and flu-like fever may occur following exposures in excess of appropriate exposure limits. Repeated excessive exposure may cause pneumoconiosis, such as silicosis and other respiratory effects.

**SECTION V – FIRE-FIGHTING MEASURES**

**EXTINGUISHING AGENT**

Not flammable; use extinguishing media compatible with surrounding fire.

**UNUSUAL FIRE AND EXPLOSION HAZARD**

Contact with powerful oxidizing agents may cause fire and/or explosions (see Section X of this SDS). While individual components are known to react vigorously with water to produce heat, this is not expected from the product.

**SPECIAL FIRE FIGHTING PROCEDURES**

None known

**HAZARDOUS COMBUSTION PRODUCTS**

None known



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**SECTION VI – ACCIDENTAL RELEASE MEASURES**

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Persons involved in cleaning should first follow the precautions defined in Section VII of the SDS. If product gets wet, contain it appropriately. Do not allow it to flow in to public sewers or water systems where it can harden and clog flow. If product is wet, allow material to harden and transfer into containers appropriate for proper disposal. If product is spilled on roads or other surfaces where it may interfere with traffic, it should be removed promptly.

Dry spilled materials, where dust can be generated, may overexpose cleanup personnel to respirable crystalline silica-containing dust and other components that may pose inhalation hazards. Do not dry sweep spilled material. Collect the material using a method that does not produce dust such as a High-Efficiency Particulate Air (HEPA) vacuum or thoroughly wetting down the dust before cleaning up. Wear appropriate personal protective equipment as specified in Section VIII including appropriate respirator during and following clean up or whenever airborne dust is present to ensure worker exposures remain below occupational exposure limits (OELs - Refer to Section VIII).

Place the cleaned-up dust in a covered container appropriate for disposal. Dispose of the cleaned-up product according to federal, state and local regulations.

This product is not subject to the reporting requirements of SARA Title III Section 313, and 40 CFR 372.

**SECTION VII – HANDLING AND STORAGE**

This product is not intended or designed for and should not be used as an abrasive blasting medium or for foundry applications.

Follow protective controls set forth in Section VIII of this SDS when handling this product. Dust containing respirable crystalline silica and other components that may be corrosive/irritant may be generated during processing, handling and storage of the dry product. Respirable dust may be generated when hardened product is subjected to mechanical forces, such as in demolition work and surface treatment (sanding, grooving, chiseling, etc.). Use good housekeeping procedures to prevent the accumulation of dust in the workplace.

Do not breathe dust. Avoid contact with skin and eyes. Do not store near food or beverages or smoking materials. Do not stand on piles of materials; it may be unstable.

Use adequate ventilation and dust collection equipment and ensure that the dust collection system is adequate to reduce airborne dust levels to below the appropriate OELs. If the airborne dust levels are above the appropriate OELs, use respiratory protection during the establishment of engineering controls. Refer to Section VIII - Exposure Controls/Personal Protection for further information.

In accordance with OSHA's Hazard Communication Standard (29 CFR 1910.1200, 1915.99, 1917.28, 1918.90, 1926.59, 1928.21), state, and/or local right-to-know laws and regulations, familiarize your employees with this SDS and the information contained herein. Warn your employees, your customers and other third parties (in case of resale or distribution to others) of the potential health risks associated with the use of this product and train them in the appropriate use of personal protective equipment and engineering controls, which will reduce their risks of exposure.

See also ASTM International standard practice E 1132-06, "Standard Practice for Health Requirements Relating to Occupational Exposure to Respirable Crystalline Silica."

For safe handling and use of this product for Hydraulic Fracturing, please see the OSHA/NIOSH Hazard Alert Worker Exposure to Silica during Hydraulic Fracturing DHHS (NIOSH) Publication No. 2012-166 (2012).  
[http://www.osha.gov/dts/hazardalerts/hydraulic\\_frac\\_hazard\\_alert.pdf](http://www.osha.gov/dts/hazardalerts/hydraulic_frac_hazard_alert.pdf)

**SECTION VIII – EXPOSURE CONTROLS/PERSONAL PROTECTION**

Airborne OELs for Components of Cement-Treated Base:



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| COMPONENT(S)<br>CHEMICAL<br>NAME  | MSHA/OSHA PEL                                      | ACGIH TLV-TWA                 | NIOSH REL  |
|-----------------------------------|--|-------------------------------|--|
| Aggregate                         | -  | -                             | -  |
| Hydrated (Portland) Cement        | (T) 15 mg/m <sup>3</sup> , (R) 5 mg/m <sup>3</sup> | (R) 1 mg/m <sup>3</sup>       | (T) 10 mg/m <sup>3</sup> , (R) 5 mg/m <sup>3</sup> |
| Calcium Hydroxide                 | (T) 15 mg/m <sup>3</sup> , (R) 5 mg/m <sup>3</sup> | 5 mg/m <sup>3</sup>           | 5 mg/m <sup>3</sup>                                |
| Fly Ash                           | -  | -                             | -  |
| Silicon Dioxide, SiO <sub>2</sub> | (R) 10 mg/m <sup>3</sup> / (% SiO <sub>2</sub> +2) | (R) 0.025 mg/m <sup>3</sup> # | (R) 0.05 mg/m <sup>3</sup> #                       |

§: Crystalline silica is normally measured as respirable dust. The OSHA/MSHA standard also presents a formula for calculation of the PEL based on total dust: 30 mg/m<sup>3</sup> / (% SiO<sub>2</sub> +2). The OSHA/MSHA PEL listed is for dust containing crystalline silica (quartz) and is based on the silica content of the respirable dust sample.

The OSHA/MSHA PEL for crystalline silica as tridymite and cristobalite is one-half the PEL for crystalline silica (quartz).

# The ACGIH and NIOSH limits are for crystalline silica (quartz), independent of the dust concentration. The ACGIH TLV for crystalline silica as cristobalite is equal to the TLV for crystalline silica as quartz. In 2005, ACGIH withdrew the TLV for crystalline silica as tridymite. Refer to Section X for thermal stability information for crystalline silica (quartz).

(R): Respirable Fraction.

(T): Total Dust.

**Airborne OELs for Inert/Nuisance Dust:**

| Standard  | Respirable Dust     | Total Dust            |
|---|---------------------|-----------------------|
| MSHA/OSHA PEL<br>(as Inert or Nuisance Dust)        | 5 mg/m <sup>3</sup> | 15 mg/m <sup>3</sup>  |
| ACGIH TLV<br>(as Particles Not Otherwise Specified) | 3 mg/m <sup>3</sup> | *10 mg/m <sup>3</sup> |
| NIOSH REL<br>(Particulates Not Otherwise Regulated) | -                   | -                     |

Note: The limits for Inert Dust are provided as guidelines. Nuisance dust is limited to particulates not known to cause systemic injury or illness.

\* The TLV provided is for inhalable particles not otherwise specified.

**ENGINEERING CONTROLS**

**Ventilation:** Use local exhaust, general ventilation or natural ventilation adequate to maintain exposures below appropriate exposure limits.

Other control measures: Respirable dust and crystalline silica levels from dry product should be monitored regularly. Dust and crystalline silica levels in excess of appropriate exposure limits should be reduced by implementing feasible engineering controls, including (but not limited to) dust suppression (wetting), ventilation, process enclosure and enclosed employee work stations.

**EYE/FACE PROTECTION**

Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated. If irritation persists, get medical attention immediately. There is potential for severe eye irritation if exposed to excessive concentrations of dust for those using contact lenses.

**SKIN PROTECTION**

Chemical resistant apron. Loose clothing, with the neck closed and sleeves rolled down. Safety shoes should be laced so that no openings are left through which concrete may reach the skin. Use appropriate protective gloves if manually handling the product.

**SECTION VIII – EXPOSURE CONTROLS/PERSONAL PROTECTION, CONTD.**



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#### RESPIRATORY PROTECTION

##### Respirator Recommendations:

For respirable crystalline silica levels that exceed or are likely to exceed appropriate exposure limits, a NIOSH-approved particulate filter respirator must be worn. Respirator use must comply with applicable MSHA or OSHA standards, which include provisions for a user training program, respirator repair and cleaning, respirator fit testing, and other requirements. For additional information contact NIOSH at 1-800-356-4674 or visit website: <http://www.cdc.gov/niosh/npg> (search for crystalline silica). See also ANSI standard Z88.2 (latest revision) "American National Standard for Respiratory Protection," 29 CFR 1910.134 and 1926.103, and 42 CFR 84.

NIOSH recommendations for respiratory protection include:

**Up to 0.5 mg/m<sup>3</sup>:**

(APF = 10) Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99, P99, N100, R100, P100.

**Up to 1.25 mg/m<sup>3</sup>:**

(APF = 25) Any powered, air-purifying respirator with a high-efficiency particulate (100-series) filter.

(APF = 25) Any supplied-air respirator operated in a continuous-flow mode

**Up to 2.5 mg/m<sup>3</sup>:**

(APF = 50) Any air-purifying, full-facepiece respirator with an N100, R100, or P100 filter.

(APF = 50) Any powered, air-purifying respirator with a tight-fitting facepiece and a high-efficiency particulate filter

**Up to 25 mg/m<sup>3</sup>:**

(APF = 1000) Any supplied-air respirator operated in a pressure-demand or other positive-pressure mode

Emergency or planned entry into unknown concentrations or IDLH conditions (50 mg/m<sup>3</sup> for crystalline silica-quartz): A self-contained breathing apparatus (SCBA) that has a full-face piece and is operated in a pressure-demand or other positive-pressure mode or any supplied-air respirator that has a full-face piece and is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained positive-pressure breathing apparatus.

Escape from unknown or IDLH conditions: An air-purifying, full-face piece respirator with a high-efficiency particulate (100-series) filter or any appropriate escape-type, self-contained breathing apparatus.

If the workplace airborne crystalline silica concentration is unknown for a given task, conduct air monitoring to determine the appropriate level of respiratory protection to be worn. Consult with a certified industrial hygienist, your insurance risk manager or the OSHA Consultative Services group for detailed information. Ensure appropriate respirators are worn, as needed, during and following the task, including clean up or whenever airborne dust is present, to ensure worker exposures remain below OELs.

#### GENERAL HYGIENE CONSIDERATIONS

There are no known hazards associated with this material when used as recommended. Following the guidelines in this SDS are recognized as good industrial hygiene practices. Avoid breathing dust. Avoid skin and eye contact. Wash dust-exposed skin with soap and water before eating, drinking, smoking and using toilet facilities. Wash work clothes after each use.



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| SECTION IX— PHYSICAL AND CHEMICAL PROPERTIES                                 |  |
|--|--|
| APPEARANCE<br>Crushed concrete is a generally a grey, solid mixture.         | ODOR AND ODOR THRESHOLD<br>Faint odor                            |
| pH AND VISCOSITY<br>Not applicable   | MELTING POINT/FREEZING POINT<br>Not applicable                   |
| BOILING POINT AND RANGE<br>Not applicable                                    | FLASH POINT AND FLAMMABILITY<br>Not applicable                   |
| FLAMMABILITY/EXPLOSIVE LIMITS AND AUTOIGNITION TEMPERATURE<br>Not applicable | EVAPORATION RATE AND DECOMPOSITION TEMPERATURE<br>Not applicable |
| VAPOR PRESSURE AND VAPOR DENSITY IN AIR<br>Not applicable                    | SPECIFIC GRAVITY.<br>1.7-3.0                                     |
| SOLUBILITY IN WATER<br>Negligible  | PARTITION COEFFICIENT: N-OCTANOL/WATER<br>Not applicable         |

| SECTION X – STABILITY AND REACTIVITY   |   |
|--|---|
| STABILITY<br>Stable under normal temperatures and pressures  | CONDITIONS TO AVOID<br>Contact with incompatible materials (see below). |
| THERMAL STABILITY<br>If crystalline silica (quartz) is heated to more than 870°C (1598°F), it can change to a form of crystalline silica known as tridymite, and if crystalline silica (quartz) is heated to more than 1470°C (2678°F), it can change to a form of crystalline silica known as cristobalite.   |   |
| INCOMPATIBILITY (Materials to avoid)<br>Contact with powerful oxidizing agents such as fluorine, boron trifluoride, chlorine trifluoride, manganese trifluoride, and oxygen difluoride may cause fire and/or explosions. Some components of crushed concrete may react vigorously with water. Wet product is alkaline and incompatible with acids, ammonium salts and aluminum metal, and the reaction liberates hydrogen gas. |   |
| HAZARDOUS DECOMPOSITION PRODUCTS<br>Silica dissolves in hydrofluoric acid producing a corrosive gas - silicon tetrafluoride.   |   |
| HAZARDOUS POLYMERIZATION<br>Not known to polymerize  |   |

| SECTION XI – TOXICOLOGICAL INFORMATION  |
|---|
| Health Effects: The information below represents an overview of health effects caused by overexposure to one or more components in crushed concrete.  |
| Primary routes(s) of exposure: ■ Inhalation ■ Skin ■ Ingestion  |
| EYE CONTACT: Direct contact with dust may cause irritation by mechanical abrasion or corrosive action. Conjunctivitis may occur.  |
| SKIN CONTACT: Direct contact may cause dry skin, irritation and dermatitis. Skin affected by dermatitis may include symptoms such as redness, itching, rash, scaling and cracking.  |
| SKIN ABSORPTION: Not expected to be a significant route of exposure.  |
| INGESTION: Small amounts (a tablespoonful) swallowed during normal handling operations are not likely to cause injury. Ingestion of large amounts may cause gastrointestinal irritation and blockage.   |
| INHALATION: Dust may irritate nose, throat, mucous membranes and respiratory tract by mechanical abrasion or corrosive action. Coughing, sneezing, chest pain, shortness of breath, inflammation of mucous membrane, and flu-like fever may occur following exposures in excess of appropriate exposure limits. |



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**SECTION XI – TOXICOLOGICAL INFORMATION, CONTD.**

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE**

Inhaling respirable dust and/or crystalline silica may aggravate existing respiratory system disease(s) (e.g., bronchitis, emphysema, chronic obstructive pulmonary disease) and/or dysfunctions. Exposure to dust may aggravate existing skin and/or eye conditions.

Smoking and obstructive/restrictive lung diseases may also exacerbate the effects of excessive exposure to this product.

This product is a mixture of components. The composition percentages are listed in Section III. Toxicological information for each component is listed below:

Chronic exposure to product, if it gets wet, has caused chronic dermatitis, the symptoms of which may include erythema (reddening), skin irritation, and eczematous rashes. Drying, thickening, and cracking of the skin and nails may also occur. Irritated or broken skin is more likely to develop further complications such as ulcers and infection, and may increase the chance of absorbing toxic materials into the body through the skin.

Individuals who become allergically sensitized to hexavalent chromates may experience an allergic reaction upon subsequent contact with those compounds (delayed Type IV hypersensitivity reaction).

The chronic toxicity effects described above have been associated with exposure to product, if it gets wet. Once the product has set and hardened, these effects are extremely unlikely to occur; hardened product poses no known health hazard. If hardened product is subjected to mechanical force (such as in demolition work) which generate dust particles, exposure to respirable crystalline silica dust is possible. Health effects of crystalline silica is described in this section.

**Portland Cement:**

Exposure Routes: inhalation, ingestion, skin and/or eye contact

Target Organs: Eyes, skin, respiratory system.

Acute Effect: Exposure to dry portland cement may cause drying of the skin and mild irritation, or more significant effects from the aggravation of other conditions. Liquid portland cement is caustic (pH > 12) and dermal exposure may cause more severe skin effects, including thickening, cracking or fissuring of the skin. Eye exposures to portland cement may cause immediate or delayed irritation or inflammation of the cornea. Eye contact with larger amounts of dry powder or splashes of liquid portland cement may cause effects ranging from moderate eye irritation to chemical burns and blindness. Inhalation of dry portland cement may cause irritation to the moist mucous membranes of the nose, throat and upper respiratory system, or may cause or aggravate certain lung diseases or conditions.

Chronic Effect: Prolonged exposure can cause severe skin damage in the form of chemical (caustic) burns. Portland Cement is not listed as carcinogen on the NTP, IARC or OSHA list of carcinogens, however Portland Cement contains trace amounts of hexavalent chromium [Cr(VI)] and certain chromium compounds which are listed on the NTP and IARC lists of carcinogens. The total amounts of chromium and chromium compounds in Portland Cement are typically less than 0.003% and hexavalent chromium less than 0.001%..

Note: Some individuals who are exposed to portland cement may exhibit an allergic response, which can result in symptoms ranging from mild rashes to severe skin ulcers. Cement dermatitis may be irritant contact dermatitis induced by the alkaline, abrasive, and hygroscopic (water-absorbing) properties of portland cement, or it may be allergic contact dermatitis elicited by an immunological reaction to Cr(VI), or it may be a combination of the two.

**Fly Ash**

Fly Ash is a mixture of components and the composition is highly variable depending on the source. The primary components of flyash are silicon oxide and calcium oxide. Other typical ingredients in smaller percentage by weight include oxides of metals such as aluminum, iron and magnesium, and trace amounts of heavy metals. The possible toxic effects of the metal oxides are provided in this section.



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## SECTION XI – TOXICOLOGICAL INFORMATION, CONTD.

Silicon Dioxide: It is comprised of amorphous and crystalline forms of silica.

Exposure route: Eyes, respiratory system.

Target organs: Eyes, skin, respiratory system.

ACGIH, MSHA, and OSHA have determined that adverse effects are not likely to occur in the workplace provided exposure levels do not exceed the appropriate exposure limits. Lower exposure limits may be appropriate for some individuals including persons with pre-existing medical conditions as described under medical conditions aggravated by exposure.

### A. SILICOSIS

The major concern is silicosis (lung disease), caused by the inhalation and retention of respirable crystalline silica dust. Silicosis leads to conditions such as lung fibrosis and reduced pulmonary function. The form and severity in which silicosis manifests itself, depends in part on the type and extent of exposure to silica dusts: chronic, accelerated and acute forms are recognized. In later stages the critical condition may become disabling and potentially fatal. Restrictive and/or obstructive changes in lung function may occur due to exposure. A risk associated with silicosis is development of pulmonary tuberculosis (silicotuberculosis). Respiratory insufficiencies due to massive fibrosis and reduced pulmonary function, possibly with accompanying heart failure, are other potential causes of death due to silicosis.

Chronic or Ordinary Silicosis is the most common form of silicosis and can occur after many years of exposure to levels above the OELs for airborne respirable crystalline silica dust. Not all individuals with silicosis will exhibit symptoms (signs) of the disease. Symptoms of silicosis may include (but are not limited to): Shortness of breath; difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; heart enlargement and/or failure. It is further defined as either simple or complicated silicosis.

Simple Silicosis is characterized by lung lesions (shown as radiographic opacities) less than 1 centimeter in diameter, primarily in the upper lung zones. Often, simple silicosis is not associated with symptoms, detectable changes in lung function or disability. Simple silicosis may be progressive and may develop into complicated silicosis or progressive massive fibrosis (PMF).

Complicated Silicosis or PMF is characterized by lung lesions (shown as radiographic opacities) greater than 1 centimeter in diameter. Although there may be no symptoms associated with complicated silicosis or PMF, the symptoms, if present, are shortness of breath, wheezing, cough and sputum production. Complicated silicosis or PMF may be associated with decreased lung function and may be disabling. Advanced complicated silicosis or PMF may lead to death. Advanced complicated silicosis or PMF can result in heart disease (cor pulmonale) secondary to the lung disease.

Accelerated Silicosis can occur with exposure to high concentrations of respirable crystalline silica over a relatively short period; the lung lesions can appear within five (5) years of the initial exposure. The progression can be rapid. Accelerated silicosis is similar to chronic or ordinary silicosis, except that the lung lesions appear earlier and the progression is more rapid. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is a rapidly progressive, incurable lung disease and is typically fatal.

### B. CANCER

IARC - The International Agency for Research on Cancer ("IARC") concluded that there is "*sufficient evidence* in humans for the carcinogenicity of crystalline silica in the form of quartz or cristobalite", there is "*sufficient evidence* in experimental animals for the carcinogenicity of quartz dust" and that there is "*limited evidence* in experimental animals for the carcinogenicity of tridymite dust and cristobalite dust." The overall IARC evaluation was that "crystalline silica inhaled in the form of quartz or cristobalite dust is *carcinogenic to humans (Group 1)*." The IARC evaluation noted that not all industrial circumstances studied evidenced carcinogenicity. The monograph also stated that "Carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs." For further information on the IARC evaluation, see IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 100C, "Silica Dust, Crystalline, in the Form of Quartz or Cristobalite" (2012).

NTP - In its Eleventh Annual Report on Carcinogens, concluded that respirable crystalline silica is known to be a human carcinogen, based on sufficient evidence of carcinogenicity from studies in humans indicating a causal relationship between exposure to respirable crystalline silica and increased lung cancer rates in workers exposed to crystalline silica dust.



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**SECTION XI – TOXICOLOGICAL INFORMATION, CONTD.**

OSHA - Crystalline silica is not on the OSHA carcinogen list.

CALIFORNIA PROPOSITION 65 - Crystalline silica in October 1996 was listed on the Safe Drinking Water and Toxic Enforcement ACT of 1986 as a chemical known to the state to cause cancer or reproductive toxicity.

There have been many articles published on the carcinogenicity of crystalline silica, which the reader should consult for additional information; the following are examples of recently published articles: (1) "Dose-Response Meta-Analysis of Silica and Lung Cancer", *Cancer Causes Control*, (20):925-33 (2009); (2) "Occupational Silica Exposure and Lung Cancer Risk: A Review of Epidemiological Studies 1996-2005", *Ann Oncol*, (17) 1039-50 (2006); (3) "Lung Cancer Among Industrial Sand Workers Exposed to Crystalline Silica", *Am J Epidemiol*, (153) 695-703 (2001); (4) "Crystalline Silica and The Risk of Lung Cancer in The Potteries", *Occup Environ Med*, (55) 779-785 (1998); (5) "Is Silicosis Required for Silica-Associated Lung Cancer?", *American Journal of Industrial Medicine*, (37) 252- 259 (2000); (6) " Silica, Silicosis, and Lung Cancer: A Risk Assessment", *American Journal of Industrial Medicine*, (38) 8-18 (2000); (7) "Silica, Silicosis, and Lung Cancer: A Response to a Recent Working Group Report", *Journal of Occupational and Environmental Medicine*, (42) 704-720 (2000).

**C. AUTOIMMUNE DISEASES**

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis may be associated with the increased incidence of several autoimmune disorders, -- scleroderma, systemic lupus erythematosus, rheumatoid arthritis and diseases affecting the kidneys. For a review of the subject, the following may be consulted: (1) "Antinuclear Antibody and Rheumatoid Factor in Silica-Exposed Workers", *Arh Hig Rada Toksikol*, (60) 185-90 (2009); (2) "Occupational Exposure to Crystalline Silica and Autoimmune Disease", *Environmental Health Perspectives*, (107) Supplement 5, 793-802 (1999); (3) "Occupational Scleroderma", *Current Opinion in Rheumatology*, (11) 490-494 (1999); (4) "Connective Tissue Disease and Silicosis", *Am J Ind Med*, (35), 375-381 (1999).

**D. TUBERCULOSIS**

Individuals with silicosis are at increased risk to develop pulmonary tuberculosis, if exposed to persons with tuberculosis. The following may be consulted for further information: (1) "Tuberculosis and Silicosis: Epidemiology, Diagnosis and Chemoprophylaxis", *J Bras Pneumol*, (34) 959-66 (2008); (2) *Occupational Lung Disorders*, Third Edition, Chapter 12, entitled "Silicosis and Related Diseases", Parkes, W. Raymond (1994); (3) "Risk of Pulmonary Tuberculosis Relative to Silicosis and Exposure to Silica Dust in South African Gold Miners," *Occup Environ Med*, (55) 496-502 (1998); (4) "Occupational Risk Factors for Developing Tuberculosis", *Am J Ind Med*, (30) 148-154 (1996).

**E. KIDNEY DISEASE**

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of kidney diseases, including end stage renal disease. For additional information on the subject, the following may be consulted: (1) "Mortality from Lung and Kidney Disease in a Cohort of North American Industrial Sand Workers: An Update", *Ann Occup Hyg*, (49) 367-73 (2005); (2) "Kidney Disease and Silicosis", *Nephron*, (85) 14-19 (2000); (3) "End Stage Renal Disease Among Ceramic Workers Exposed to Silica", *Occup Environ Med*, (56) 559-561 (1999); (4) "Kidney Disease and Arthritis in a Cohort Study of Workers Exposed to Silica", *Epidemiology*, (12) 405-412 (2001).

**F. NON-MALIGNANT RESPIRATORY DISEASES**

NIOSH has cited the results of studies that report an association between dusts found in various mining operations and nonmalignant respiratory disease, particularly among smokers, including bronchitis, emphysema, and small airways disease. *NIOSH Hazard Review – Health Effects of Occupational Exposure to Respirable Crystalline Silica*, published in April 2002, available from NIOSH, 4676 Columbia Parkway, Cincinnati, OH 45226, or at <http://www.cdc.gov/niosh/02-129A.html>.

Respirable dust containing newly broken particles has been shown to be more hazardous to animals in laboratory tests than respirable dust containing older silica particles of similar size. Respirable silica particles which had aged for sixty days or more showed less lung injury in animals than equal exposures of respirable dust containing newly broken pieces of silica.



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**SECTION XI – TOXICOLOGICAL INFORMATION, CONTD.**

**Aluminum Oxide:**

Exposure route: Inhalation, ingestion, eye/skin contact.

Target organs: Respiratory system, gastrointestinal system, eyes, skin.

Acute effect: Inhalation or ingestion of high concentrations of this substance may cause gastrointestinal and/or upper respiratory tract irritation. Eye and skin irritant.

Chronic effect/carcinogenicity: Aluminum oxide is not classifiable as a human carcinogen. On occasion workers chronically exposed to aluminum-containing dusts or fumes have developed severe pulmonary reactions including fibrosis, emphysema and pneumothorax. Long-term exposure may have effects on the central nervous system.

**Iron Oxide: (Ferrous and Ferric Oxides)**

Exposure route: Inhalation, ingestion, skin

Target organs: Respiratory system, skin, eyes, neurological system

Acute effect: Major findings: stupor, shock, acidosis, hematemesis, bloody diarrhea or coma. Minor findings: vomiting, diarrhea, mild lethargy. Benign pneumoconiosis with X-ray shadows indistinguishable from fibrotic pneumoconiosis. Experimental work in animals exposed by intratracheal injection or by inhalation to iron oxide mixed with less than 5% silica has shown no evidence of fibrosis produced in lung tissue.

Chronic effect/carcinogenicity: Irritability, nausea or vomiting, and normocytic anemia. When exposed to levels greater than 50 to 100 milligram per day, it can result in pathological deposition of iron in the body tissues causing fibrosis of the pancreas, diabetes mellitus, and liver cirrhosis. Workers exposed to iron oxide fume and silica may develop a "mixed dust pneumoconiosis." Not classifiable as human carcinogen.

**Calcium Oxide:**

Exposure route: Inhalation, ingestion, skin/eye contact.

Target organs: Eyes, skin, respiratory system.

Acute effect: Direct contact with tissues, can result in burns and severe irritation because of its high reactivity and alkalinity. Major complaints of workers exposed to lime consist of irritation of the skin and eyes, although inflammation of the respiratory passages, ulceration and perforation of the nasal septum, and even pneumonia has been attributed to inhalation of the dust.

Chronic effect/carcinogenicity: Not classifiable as human carcinogen.

**Magnesium Oxide:**

Exposure route: Inhalation, eye/skin contact.

Target organs: Eyes, respiratory system.

Acute effect: Magnesium oxide dust caused slight irritation of the eyes and nose, conjunctivitis, inflammation of the mucous membrane, and coughing up discolored sputum after industrial exposures amongst workers exposed to an unspecified concentration of MgO.

Chronic effect/carcinogenicity: Not classifiable as human carcinogen.



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**SECTION XI – TOXICOLOGICAL INFORMATION, CONTD.**

Calcium Hydroxide:

Exposure route: Inhalation, ingestion, skin/eye contact.

Target organs: Eyes, skin, gastrointestinal system, respiratory system.

Acute effect: It is alkaline in nature, and if ingested, can react with fats and cause deep penetration into mucosal tissue. It can cause inflammation of the gastrointestinal tissue, tissue necrosis and abnormal narrowing of gastrointestinal passages. Direct contact with tissues, can result in burns and severe irritation. Eye contact can produce severe conjunctival irritation and swelling, corneal epithelial defects, permanent visual loss and in severe cases, perforation. Mil exposure by inhalation may cause cough and bronchospasm and severe inhalation may cause upper airway edema and burns, airway disruption and rarely acute lung injury.

Chronic effect/carcinogenicity: Not classifiable as human carcinogen.

Aggregate:

Exposure Route: Eyes, skin, inhalation, ingestion.

Target Organs: Eyes, skin, respiratory system, gastrointestinal system

Acute Effect: Direct eye and skin contact with dust may cause irritation by mechanical abrasion or burning sensations, pain or blisters from corrosive/irritant effects. Dusts may irritate the nose, throat, gastrointestinal region and respiratory tract by mechanical abrasion or corrosive/irritant action. Coughing, sneezing, chest pain, shortness of breath, inflammation of mucous membrane, and flu-like fever may occur following exposures in excess of appropriate exposure limits. Small amounts (a tablespoonful) swallowed during normal handling operations are not likely to cause injury. Ingestion of large amounts may cause gastrointestinal irritation and blockage. Other conditions related to acute exposure to some of the metal oxides in limestone include stupor, shock, acidosis, abdominal pain, hematemesis, bloody diarrhea, coma, vomiting, diarrhea, mild lethargy, benign pneumoconiosis, sore throat, burning sensation, inflammation of the respiratory passages, ulceration, perforation of the nasal septum, pneumonia and conjunctivitis.

Chronic Effect: Repeated exposure to respirable dust in excess of appropriate exposure limits has caused silicosis, a progressive pneumoconiosis (lung disease) and lung cancer. Restrictive and/or obstructive lung function changes may result from chronic exposure. Chronic tobacco smoking may further increase the risk of developing chronic lung problems. On occasion workers chronically exposed to the metal oxides in limestone have developed severe pulmonary reactions, effects on the central nervous system, irritability, nausea or vomiting, normocytic anemia, fibrosis of the pancreas, diabetes mellitus, liver cirrhosis, and "mixed dust pneumoconiosis."

Acute Toxicity Estimates for Crushed Concrete – Not Available

**SECTION XII – ECOLOGICAL INFORMATION**

No data available for this product.

**SECTION XIII – DISPOSAL CONSIDERATIONS**

**WASTE DISPOSAL METHOD**

Collect and reuse clean materials. Landfill waste materials at approved sites. Dispose of waste materials only in accordance with applicable federal, state, and local laws and regulations.

The above information applies to Cherry Crushed Concrete product only as sold. The product may be contaminated during use and it is the responsibility of the user to assess the appropriate disposal method in that situation.



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**SECTION XIV – TRANSPORT INFORMATION**

**DOT HAZARD CLASSIFICATION**

None

**PLACARD REQUIRED**

None

**LABEL REQUIRED**

Label as required by the OSHA Hazard Communication standard {29 CFR 1910.1200(f)}, and applicable state and local regulations.

**SECTION XV – REGULATORY INFORMATION**

OSHA: Crystalline Silica is not listed as a carcinogen.

Crushed concrete may contain trace amounts of hexavalent chromium [Cr(VI)] and certain chromium compounds which are listed in the NTP and IARC lists of carcinogens

SARA Title III: Section 311 and 312: Immediate health hazard and delayed health hazard.

TSCA.: Silica, Limestone, Calcium Hydroxide and Portland Cement appear on the EPA TSCA inventory under the CAS No. 14808-60-7/7631-86-9, 1317-65-3, 1305-62-0 and 65997-15-1, respectively.

RCRA: The product is not classified as a hazardous waste under the Resource Conservation and Recovery Act, or its regulations,

40 CFR §261 et seq.

CERCLA: The product is not classified as a hazardous substance under regulations of the Comprehensive Environmental

Response, Compensation and Liability Act (CERCLA), 40 CFR §302.4

EPCRA (Emergency Planning and Community Right to Know Act): The product is not an extremely hazardous substance under regulations of the Emergency Planning and Community Right to Know Act, 40 CFR Part 355, Appendices A and B and is not a toxic chemical subject to the requirements of Section 313.

Clean Air Act: Crystalline silica (quartz) mined and processed by Cherry Crushed Concrete was not processed with or does not contain any Class I or Class II ozone depleting substances.

FDA: Silica is included in the list of substances that may be included in coatings used in food contact surfaces, 21 CFR §175.300(b)(3). (The FDA standard primarily applies to products containing silica used in the coatings of food contact surfaces).

California Proposition 65: Respirable crystalline silica is classified as a substance known to the state of California to be a carcinogen. Cr(VI) is classified as a substance known to the state of California to be a carcinogen and cause reproductive toxicity.



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**SECTION XVI – OTHER INFORMATION**

**DEFINITIONS OF ACRONYMS/ABBREVIATIONS**

- ACGIH: American Conference of Governmental Industrial Hygienists
- ANSI: American National Standards Institute
- APF: Assigned Protection Factor
- California REL: California Inhalation Reference Exposure Limit
- CAS: Chemical Abstracts Service
- CERCLA: Comprehensive Environmental Response, Compensation and Liability Act
- CFR: US Code of Federal Regulations
- DHHS: Department of Health and Human Services
- EPA: Environmental Protection Agency
- EPCRA: Emergency Planning and Community Right to Know Act
- FDA: Food and Drug Administration
- GHS: Globally Harmonized System
- HEPA: High-Efficiency Particulate Air
- IARC: International Agency for Research on Cancer
- IDLH: Immediately Dangerous to Life and Health
- MSHA: Mine Safety and Health Administration
- NIOSH: National Institute for Occupational Safety and Health, US Department of Health and Human Services
- NIOSH REL: NIOSH Recommended Exposure Limit
- NTP: National Toxicology Program
- OEL: Occupational Exposure Limit
- OSHA: Occupational Safety and Health Administration, US Department of Labor
- PEL: Permissible Exposure Limit
- PMF: Progressive Massive Fibrosis
- RCRA: Resource Conservation and Recovery Act
- SARA Title III: Title III of the Superfund Amendments and Reauthorization Act, 1986
- SDS: Safety Data Sheet
- STOT: Specific Target Organ Toxicity
- TLV: Threshold Limit Value
- TSCA: Toxic Substance Control Act
- TWA: Time-Weighted Average

User's Responsibility: The OSHA Hazard Communication Standard 29 CFR 1910.1200 requires that this SDS be made available to your employees who handle or may be exposed to this product. Educate and train your employees regarding applicable precautions. Instruct your employees to handle this product properly.

Disclaimer: The information contained in this document applies to this specific material as supplied and Cherry Crushed Concrete believes that the information contained in this SDS is accurate. The suggested precautions and recommendations are based on recognized good work practices and experience as of the date of publication. They are not necessarily all-inclusive or fully adequate in every circumstance as not all use circumstances can be anticipated. It may not be valid for this material if it is used in combination with other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for one's own particular use. Since the actual use of the product described herein is beyond our control, Cherry Crushed Concrete, assumes no liability arising out of the use of the product by others. Appropriate warnings and safe handling procedures should be provided to handlers and users. Also, the suggestions should not be confused with nor followed in violation of applicable laws, regulation, rules or insurance requirement. However, product must not be used in a manner which could result in harm.

More information on the effects of crystalline silica exposure may be obtained from OSHA (phone number: 1-800-321-OSHA; website: <http://www.osha.gov>) or from NIOSH (phone number: 1-800-35-NIOSH; website: <http://www.cdc.gov/niosh>).

**Fort Bend County Pricing Form**  
**Bid 18-035**  
**Term Contract for Earthen Road Materials**

**VENDOR NAME:** Cherry Crushed Concrete

| <b>Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP<br/>(Price Per Ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   |                       |
| Plant to Jobsite-1st mile  |                       |
| Each add'l mile  |                       |
| Laydown  |                       |
| Plant Location/s   |                       |
| Minimum  |                       |

| <b>Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP<br/>(Price Per Ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile   |                       |
| Each add'l mile   |                       |
| Laydown   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

| <b>Cement Stabilized Sand, TXDOT &amp; PT #400.5 Portland Cement, Type I,<br/>2 sack minimum, (price per ton)</b>                                | <b>Unit Bid Price</b> |
|--|-----------------------|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight: |                       |
| Material removed by decantation:   | 5.0%                  |
| Clay lumps:  | 0.5%                  |
| Other deleterious substances such as Shale, Coal, etc.   | 2.0%                  |
| Grade Retainage:   |                       |
| 3/8 inch screen  | 0%                    |
| 1/4 inch screen  | 0-5%                  |
| 20 mesh screen   | 15-50%                |
| 100 mesh screen  | 80-100%               |
| Plant/Pit/Siding   | 18.5                  |
| Plant to Jobsite-1st mile  | 1.74                  |
| Each add'l mile  | 0.25                  |
| Laydown  | No bid                |
| Plant Location/s   | Richmond              |
| Per 1/2 sack cement  | 2.5                   |

**VENDOR NAME: Cherry Chrushed**

| <b>Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   | 17                    |
| Plant to Jobsite-1st mile  | 1.74                  |
| Each add'l mile  | 0.2                   |
| Laydown  | No bid                |
| Plant Location/s   | Fresno & Richmond     |
| Minimum  | 15 tons               |

| <b>Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  | 30                    |
| Plant to Jobsite-1st mile   | 1.74                  |
| Each add'l mile   | 0.25                  |
| Laydown   | No bid                |
| Plant Location/s  | Richmond              |
| Minimum   | 15 tons               |

| <b>Gravel, River Unwashed, 5/8" Diameter Maximum (price per yard)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile   |                       |
| Each add'l mile   |                       |
| Plant Location/s  |                       |

| <b>Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile   |                       |
| Each add'l mile   |                       |
| Laydown   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

VENDOR NAME: Cherry Crushed

| <b>Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   |                       |
| Plant to Jobsite-1st mile  |                       |
| Each add'l mile  |                       |
| Laydown  |                       |
| Plant Location/s   |                       |
| Minimum  |                       |

| <b>Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile   |                       |
| Each add'l mile   |                       |
| Laydown   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

| <b>Pre-coated Coverstone: PB-3 (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding                                   |                       |
| Plant to Jobsite-1st mile                          |                       |
| Each add'l mile                                    |                       |
| Laydown  |                       |
| Plant Location/s                                   |                       |
| Minimum  |                       |

| <b>Pre-coated Coverstone: PB-4 &amp; PB5 (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   |                       |
| Plant to Jobsite-1st mile                                    |                       |
| Each add'l mile  |                       |
| Laydown  |                       |
| Plant Location/s   |                       |
| Minimum  |                       |

**VENDOR NAME: Cherry Crushed**

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

**Construction Methods:**

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks utilizing a conveyor type machine.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner.
- Pulverize existing material in-place, County to furnish support equipment.

**Equipment:**

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

**Measurement:**

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

**Payment and bid price:**

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

| <b>Pulverizing Only<br/>(price per Linear Foot)</b>              | <b>Unit Bid Price</b> |
|--|-----------------------|
| Up to a depth of 2"  |                       |
| Up to a depth of 4"  |                       |
| Up to a depth of 6"  |                       |
| Up to a depth of 8"  |                       |
| Up to a depth of 10"   |                       |
| Up to a depth of 12"   |                       |
| Up to a depth of 14"   |                       |
| Pulverizing Existing Materials In-Place per Linear Foot          |                       |
| Contractor will credit Fort Bend County for Pulverized Material: | <b>Unit Bid Price</b> |
| Transported by Fort Bend County vehicles                         |                       |
| Transported by contractor's vehicles                             |                       |

**VENDOR NAME: Cherry Crushed**

| <b>Recycled Asphalt, Screened, 3" Diameter Maximum<br/>(price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   | 28                    |
| Plant to Jobsite-1st mile  | 1.74                  |
| Each add'l mile  | 0.2                   |
| Laydown  | No bid                |
| Plant Location/s   | Fresno                |
| Minimum  | 15 tons               |

| <b>Field Sand<br/>(price per ton)</b> | <b>Unit Bid Price</b> |
|---------------------------------------|-----------------------|
| Plant/Pit/Siding                      |                       |
| Plant to Jobsite-1st mile             |                       |
| Each add'l mile                       |                       |
| Plant Location/s                      |                       |
| Minimum                               |                       |

| <b>Fly Ash<br/>(price per ton)</b>  | <b>Unit Bid Price</b> |
|---|-----------------------|
| <p>This item is a by-product of coal-fired electric generating plants.</p> <ul style="list-style-type: none"> <li>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.</li> <li>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.</li> </ul> <p>Installation (optional):</p> <ul style="list-style-type: none"> <li>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar.</li> <li>■ Each truck shall produce a weight ticket showing total product weight.</li> </ul> |                       |
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile   |                       |
| Each add'l mile   |                       |
| Laydown   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

**VENDOR NAME: Cherry Crushed**

| <b>Fly Ash Stabilized Road Mix 50/50:</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
|---|-----------------------|

- Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.
- Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.
- The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.
- The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.
- Additional water will not be added during the production of fly ash stabilized road mix 50/50.
- The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.
- The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31. All materials substitutions must be approved by the County Engineer.

Installation (optional):

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

|                           |  |
|---------------------------|--|
| Plant/Pit/Siding          |  |
| Plant to Jobsite-1st mile |  |
| Each add'l mile           |  |
| Plant Location            |  |
| Minimum                   |  |

| <b>Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
|--|-----------------------|

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

|                           |  |
|---------------------------|--|
| Plant/Pit/Siding          |  |
| Plant to Jobsite-1st mile |  |
| Each add'l mile           |  |
| Laydown                   |  |
| Plant Location/s          |  |

VENDOR NAME: **Cherry Crushed**

**Lime and Lime Slurry - TXDOT Item 264**

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

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

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

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

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

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

| <b>Chemical:</b>  | <b>Type A</b>         | <b>Type B</b>         | <b>Type C</b>                                |
|---|-----------------------|-----------------------|--|
| Total "active" lime content, % by wt -----<br>(i.e., % by wt Ca(OH) <sub>2</sub> + % by wt CaO, if present) | 90.0 min <sup>1</sup> | 87.0 min <sup>2</sup> | -  |
| Unhydrated lime content, % by wt CaO: -----   | 5.0 max               | -                     | 87.0 min                                     |
| "Free Water" content, % by wt H <sub>2</sub> O: -----   | 5.0 max               | -                     | -  |
| <b>Physical: (Wet sieve requirement, as % by wt residue):</b>   | <b>Type A</b>         | <b>Type B</b>         | <b>Type C</b>                                |
| Retained on No. 6 (33360 micron) sieve: -----   | 0.2 max               | 0.2 max <sup>2</sup>  | 8.0 max <sup>3</sup>                         |
| Retained on No. 30 (590 micron) sieve: -----  | 4.0 max               | 4.0 max <sup>2</sup>  | -  |
| <b>Physical: (Dry sieve requirement, as % by wt residue):</b>   | <b>Type A</b>         | <b>Type B</b>         | <b>Type C</b>                                |
| Retained on a 1-inch (25 mm) sieve: -----   | -                     | -                     | 0  |
| Retained on a 3/4 inch (19.0 mm) sieve: -----   | -                     | -                     | 10.0 max                                     |
| Retained on a No. 100 (150 micron) sieve: -----   | -                     | -                     | Grade<br>DS-80%<br>min. Grade<br>S-no limits |

**VENDOR NAME: Cherry Crushed**

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

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

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

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

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

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

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

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

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

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

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

| PRICING:                     | Unit Bid Price         |                      |                    |
|------------------------------|------------------------|----------------------|--------------------|
|                              | DRY SOLIDS             | Hauling & Freight    | Hauling & Freight  |
| Percentage of Solid Contents |                        | \$/Ton/Mile          | \$/Ton/Mile        |
|                              | Unit Bid Price per Ton | 1 <sup>st</sup> Mile | Additional Mileage |
| 31% Dry solids               | \$                     | \$                   | \$                 |
| 35% Dry solids               | \$                     | \$                   | \$                 |
| 46% Dry solids               | \$                     | \$                   | \$                 |

**VENDOR NAME:**

| <b>Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Delivered and Applied at Jobsite  |                       |
| Plant Location/s  |                       |

| <b>Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   |                       |
| Plant to Jobsite-1st mile  |                       |
| Each add'l mile  |                       |
| Plant Location/s   |                       |

| <b>Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)</b> | <b>Unit Bid Price</b> |
|--|-----------------------|
| Plant/Pit/Siding   |                       |
| Plant to Jobsite-1st mile  |                       |
| Each add'l mile  |                       |
| Plant Location/s   |                       |
| Minimum  |                       |

| <b>623 Traprock Grade 3, TXDOT Item 302 (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile                                   |                       |
| Each add'l mile   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

| <b>623 Traprock Grade 5, TXDOT Item 302 (price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  |                       |
| Plant to Jobsite-1st mile                                   |                       |
| Each add'l mile   |                       |
| Plant Location/s  |                       |
| Minimum   |                       |

**VENDOR NAME: Cherry Crushed**

| <b>Bullrock 3" x 5"<br/>(price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding                            | 26.5                  |
| Plant to Jobsite-1st mile                   | 1.74                  |
| Each add'l mile                             | 0.2                   |
| Plant Location/s                            | Fresno & Richmond     |
| Installation                                | No bid                |

| <b>Rip Rap, Grade 1, 12" to 18"<br/>(price per ton)</b> | <b>Unit Bid Price</b> |
|---|-----------------------|
| Plant/Pit/Siding  | 32                    |
| Plant to Jobsite-1st mile                               | 2.74                  |
| Each add'l mile   | 0.2                   |
| Plant Location/s  | Fresno & Richmond     |
| Minimum   | 15 tons               |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Cherry Crushed Concrete  
Houston, TX United States

**Certificate Number:**  
2018-301006

**Date Filed:**  
01/10/2018

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

**Date Acknowledged:**  
02/06/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
B18-035  
Earthen Road Material

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Cherry, Leonard          | Houston, TX United States                | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)