# Fort Bend County, Texas Invitation for Bid



# Construction of Bamore Road Extension for Fort Bend County BID 18-100

# **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, October 16, 2018 2:00 PM (Central)

## MARK ENVELOPE:

BID 18-100 Bamore Extension

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR 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 Commissioners Court award. Requests for information must be in writing and directed to:
Jaime Kovar
Assistant County Purchasing Agent
Jaime.kovar@fortbendcountytx.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.

Prepared: 9/15/18 Issued: 9/24/18



# COUNTY PURCHASING AGENT Fort Bend County, Texas

# **Vendor Information**

Debbie Kaminski, CPPB County Purchasing Agent Office (281) 341-8640

Legal Company Name (top line of W9)	ISI Contracting,Inc.						
Business Name							
(if different from legal name)		WHITE THE PROPERTY OF THE PROP					
Federal ID # or S.S. #	)-2413767	DUNS #					
Type of Business		Partnership Tax Exempt Organization					
Publicly Traded Business	× No Yes Ticker Sy	/mbol					
Remittance Address		5215 Fidelity St.					
City/State/Zip	Н	ouston TX 77029					
Physical Address							
City/State/Zip							
Phone/Fax Number	Phone: 281-233-8030	Fax: 281-233-8021					
Contact Person	Mark Browne						
E-mail	estimating	@infrastructure-inc.com					
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise SBE-Small Business Enterprise HUB –Texas Historically Underutilize WBE-Women's Business Enterprise	Certification # ed Business Certification #  Certification #					
	<\$500,000	\$500,000-\$4,999,999					
Company's gross	\$5,000,000-\$16,999,999	\$17,000,000-\$22,399,999					
annual receipts	>\$22,400,000 <u>×</u>						
NAICs codes (Please enter all that apply)							
Signature of Authorized Representative	/// x						
Printed Name		Mark Browne					
T-1.1							
Title		Chief Estimator					

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 Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Assistant Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Jaime. Kovar@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will ONLY be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than Monday, October 8, 2018 at 3:00PM (central) Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been

- successfully accomplished. References must include clients name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify

or request information with regard to any bid.

- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## 2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete construction of Bamore Road Extension from 3737 Bamore Road, Rosenberg, TX 77471; near the intersection of the extension of Bamore Road and Klauke Road in Rosenberg (approximately one-half mile west of the Kingdom Hall of Jehovah's Witnesses, hereinafter referred to as the "Project," as specified herein.

#### 3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday**, **October 2**, **2018** at **9:00AM** (central). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

## 4.0 LIQUIDATED DAMAGES:

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

#### **5.0 COMPLETION TIME AND PAYMENT:**

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

location agreed upon in writing), less retainage of ten percent (10%).

- 5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
- 5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

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

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

#### **6.0 LIMIT OF APPROPRIATION:**

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor,

and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

#### 7.0 RIGHT TO ASSURANCE:

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

## **8.0 PERFORMANCE AND PAYMENT BONDS:**

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

#### 9.0 POWER OF ATTORNEY:

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

## 10.0 INSURANCE:

- 10.1 All respondents must submit, with response, a <u>current</u> certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 10.2 At contract execution, contractor shall furnish County with 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 policies if requested by County. Contractor shall maintain such insurance

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

- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### 11.0 INDEMNIFICATION:

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

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

11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

# 12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit <a href="https://www.wdol.gov/dba.aspx">www.wdol.gov/dba.aspx</a>.

General Decision Number: TX170056 01/05/2018TX56 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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/05/2018

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and		
Structures)	\$ 12.98	
ELECTRICIAN	\$ 27.11	

# Fort Bend County Bid 18-100

Paving & Curb         \$ 12.34           Structures         \$ 12.23           LABORER         \$ 12.36           Asphalt Raker         \$ 10.33           Laborer, Common         \$ 11.02           Laborer, Utility         \$ 11.73           Pipelayer         \$ 12.12           Work Zone Barricade Servicer         \$ 11.67           PAINTER (Structures)         \$ 18.62           POWER EQUIPMENT OPERATOR:         \$ 14.06           Asphalt Distributor         \$ 14.06           Asphalt Paving Machine         \$ 12.68           Concrete Pavement Finishing Machine         \$ 13.07           Concrete Pavement Finishing Machine         \$ 13.07           Concrete Paving, Curing, Float, Texturing Machine         \$ 11.71           Crane, Lattice boom 80 tons or less         \$ 13.86           Crane, Lattice boom 80 tons or less         \$ 14.97           Crane, Lattice boom ver 80 T	FORM BUILDER/FORM SETTER	
Structures         \$ 12.23           LABORER         \$ 12.36           Asphalt Raker         \$ 10.33           Laborer, Common         \$ 11.02           Laborer, Utility         \$ 11.73           Pipelayer         \$ 12.12           Work Zone Barricade Servicer         \$ 11.67           PAINTER (Structures)         \$ 18.62           POWER EQUIPMENT OPERATOR:         \$ 14.06           Asphalt Distributor         \$ 14.06           Asphalt Paving Machine         \$ 12.68           Concrete Pusuring Machine         \$ 13.07           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, 50,000 pounds or less         \$ 12.71           Excavator, Over 50,000 pounds         \$ 14.53           Foundation Drill, Truck Mounted         \$ 15.89           Front End Loader, Over 3 CY         \$ 13.17 </td <td></td> <td>\$ 12.34</td>		\$ 12.34
LABORER	<u> </u>	
Asphalt Raker       \$ 12.36         Flagger       \$ 10.33         Laborer, Common       \$ 11.02         Laborer, Utility       \$ 11.73         Pipelayer       \$ 12.12         Work Zone Barricade Servicer       \$ 11.67         PAINTER (Structures)       \$ 18.62         POWER EQUIPMENT OPERATOR:       \$ 14.06         Asphalt Distributor       \$ 14.06         Asphalt Paving Machine       \$ 12.68         Concrete Paving Machine       \$ 13.07         Concrete Pavement Finishing Machine       \$ 13.07         Concrete Paving, Curing, Float, Texturing Machine       \$ 11.71         Concrete Paving, Curing, Float, Texturing Machine       \$ 11.71         Concrete Saw       \$ 13.07         Crane, Hydraulic 80 Tons or less       \$ 13.86         Crane, Lattice boom 80 tons or less       \$ 14.97         Crane, Lattice boom 80 tons or less       \$ 14.97         Crane, Lattice boom sover 80 Tons       \$ 15.80         Crawler Tractor       \$ 13.68         Excavator, 50,000 pounds or less       \$ 12.71         Excavator, 50,000 pounds or less       \$ 12.71         Excavator, Over 50,000 pounds       \$ 14.53         Foundation Drill, Crawler Mounted       \$ 17.43         Found		
Flagger	LABORER	
Laborer, Common Laborer, Utility Sil.73 Pipelayer Sil.1.67  PAINTER (Structures) POWER EQUIPMENT OPERATOR: Asphalt Distributor Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine Sil.3.07 Concrete Paving, Curing, Float, Texturing Machine Concrete Saw Sil.3.96 Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crane, Lattice boom ver 80 Tons Crawler Tractor Sil.3.68 Excavator, 50,000 pounds or less Excavator, 50,000 pounds or less Foundation Drill, Crawler Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Milling Machine Milling Machine Milling Machine Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other Sil.3.57	Asphalt Raker	\$ 12.36
Laborer, Utility Pipelayer Work Zone Barricade Servicer  PAINTER (Structures) POWER EQUIPMENT OPERATOR: Asphalt Distributor Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crawler Tractor Excavator, 50,000 pounds or less Excavator, 50,000 pounds or less Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Motor Grader, Fine Grade Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other  \$ 11.73 \$ 12.12 \$	Flagger	\$ 10.33
Pipelayer         \$ 12.12           Work Zone Barricade Servicer         \$ 11.67           PAINTER (Structures)         \$ 18.62           POWER EQUIPMENT OPERATOR:         \$ 14.06           Asphalt Distributor         \$ 14.32           Aspoar or Sweeper         \$ 12.68           Concrete Paving 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         \$	Laborer, Common	\$ 11.02
Work Zone Barricade Servicer  PAINTER (Structures)  POWER EQUIPMENT OPERATOR:  Asphalt Distributor  Asphalt Paving Machine  Broom or Sweeper  Concrete Pavement Finishing Machine  Concrete Paving, Curing, Float, Texturing Machine  Concrete Saw  Crane, Hydraulic 80 Tons or less  Crane, Lattice boom 80 tons or less  Crane, Lattice boom over 80 Tons  Crawler Tractor  Excavator, 50,000 pounds or less  Excavator, Over 50,000 pounds  Foundation Drill, Crawler Mounted  Front End Loader 3 CY or Less  Front End Loader, Over 3 CY  Loader/Backhoe  Milling Machine  Milling Machine  Motor Grader, Fine Grade  Motor Grader, Rough  Off Road Hauler  Pavement Marking Machine  Piledriver  Roller, Asphalt  Roller, Other  \$ 11.57	Laborer, Utility	\$ 11.73
Work Zone Barricade Servicer  PAINTER (Structures)  POWER EQUIPMENT OPERATOR:  Asphalt Distributor  Asphalt Paving Machine  Broom or Sweeper  Concrete Pavement Finishing Machine  Concrete Paving, Curing, Float, Texturing Machine  Concrete Saw  Crane, Hydraulic 80 Tons or less  Crane, Lattice boom 80 tons or less  Crane, Lattice boom ver 80 Tons  Crawler Tractor  Excavator, 50,000 pounds or less  Excavator, Over 50,000 pounds  Foundation Drill, Crawler Mounted  Foundation Drill, Truck Mounted  Front End Loader 3 CY or Less  Front End Loader, Over 3 CY  Loader/Backhoe  Mechanic  Milling Machine  Milling Machine  Motor Grader, Fine Grade  Motor Grader, Rough  Off Road Hauler  Pavement Marking Machine  Piledriver  Roller, Asphalt  Roller, Other  \$ 11.57	Pipelayer	\$ 12.12
POWER EQUIPMENT OPERATOR:  Asphalt Distributor  Asphalt Paving Machine  Broom or Sweeper  Concrete Pavement Finishing Machine  Concrete Paving, Curing, Float, Texturing Machine  Concrete Saw  Crane, Hydraulic 80 Tons or less  Crane, Lattice boom 80 tons or less  Crane, Lattice boom over 80 Tons  Crawler Tractor  Excavator, 50,000 pounds or less  Excavator, Over 50,000 pounds  Foundation Drill, Crawler Mounted  Foundation Drill, Truck Mounted  Front End Loader 3 CY or Less  Front End Loader, Over 3 CY  Loader/Backhoe  Milling Machine  Milling Machine  Motor Grader, Fine Grade  Motor Grader, Rough  Off Road Hauler  Pavement Marking Machine  Piledriver  Roller, Asphalt  Roller, Other  \$ 14.06  Pale.  \$ 14.06  Pale.  \$ 14.06  Pale.  \$ 14.05  Roller, Asphalt  \$ 11.15		\$ 11.67
POWER EQUIPMENT OPERATOR:  Asphalt Distributor  Asphalt Paving Machine  Broom or Sweeper  Concrete Pavement Finishing Machine  Concrete Paving, Curing, Float, Texturing Machine  Concrete Saw  Crane, Hydraulic 80 Tons or less  Crane, Lattice boom 80 tons or less  Crane, Lattice boom over 80 Tons  Crawler Tractor  Excavator, 50,000 pounds or less  Excavator, Over 50,000 pounds  Foundation Drill, Crawler Mounted  Foundation Drill, Truck Mounted  Front End Loader 3 CY or Less  Front End Loader, Over 3 CY  Loader/Backhoe  Milling Machine  Milling Machine  Motor Grader, Fine Grade  Motor Grader, Rough  Off Road Hauler  Pavement Marking Machine  Piledriver  Roller, Asphalt  Roller, Other  \$ 14.06  Pale.  \$ 14.06  Pale.  \$ 14.06  Pale.  \$ 14.05  Roller, Asphalt  \$ 11.15		<b>4.0.0</b>
Asphalt Distributor Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crane, Lattice boom over 80 Tons Crawler Tractor Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other  \$ 14.06  Pavel Asphalt S 11.95  Roller, Other  \$ 14.22  S 12.71  S 14.06  S 14.23  S 14.24  S 14.25  S 12.25  S 12.27  S 12.25  S		\$ 18.62
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine Concrete Saw S13.99 Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crane, Lattice boom ver 80 Tons S15.80 Crawler Tractor Excavator, 50,000 pounds or less Excavator, 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S13.07	•	*
Broom or Sweeper Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine Concrete Saw S13.99 Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crane, Lattice boom over 80 Tons Crawler Tractor Excavator, 50,000 pounds or less Excavator, 50,000 pounds or less Foundation Drill, Crawler Mounted Foundation Drill, Crawler Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S13.07  12.68  13.07  13.18  12.71  12.68  13.86  14.95  15.89  15.89  16.96  16.96  16.96  16.96  16.96  17.53  17.53  18.	*	
Concrete Pavement Finishing Machine Concrete Paving, Curing, Float, Texturing Machine S11.71 Concrete Saw S13.99 Crane, Hydraulic 80 Tons or less S13.86 Crane, Lattice boom 80 tons or less Crane, Lattice boom over 80 Tons S15.80 Crawler Tractor S13.68 Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S13.07	•	
Concrete Paving, Curing, Float, Texturing Machine Concrete Saw S13.99 Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less S14.97 Crane, Lattice boom over 80 Tons S15.80 Crawler Tractor S13.68 Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S11.57	Broom or Sweeper	
Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less Crane, Lattice boom over 80 Tons Crawler Tractor S13.68 Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S13.89 S13.32 S13.32 S13.32 S13.32 S13.32 S13.33 S13.32 S13.33 S13.3		\$ 13.07
Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 tons or less S 14.97 Crane, Lattice boom over 80 Tons S 15.80 Crawler Tractor S 13.68 Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 11.57	Concrete Paving, Curing, Float, Texturing Machine	\$ 11.71
Crane, Lattice boom 80 tons or less Crane, Lattice boom over 80 Tons S 15.80 Crawler Tractor Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 11.57	Concrete Saw	\$ 13.99
Crane, Lattice boom over 80 Tons Crawler Tractor \$13.68 Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted \$17.43 Foundation Drill, Truck Mounted \$15.89 Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other \$11.57	Crane, Hydraulic 80 Tons or less	\$ 13.86
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	Crane, Lattice boom 80 tons or less	\$ 14.97
Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 12.71  \$ 12.71  \$ 14.53  \$ 14.53  \$ 15.89  \$ 13.32  \$ 13.32  \$ 13.32  \$ 13.37  \$ 13.17  \$ 14.29  \$ 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, Other	Crane, Lattice boom over 80 Tons	\$ 15.80
Excavator, Over 50,000 pounds Foundation Drill, Crawler Mounted \$17.43 Foundation Drill, Truck Mounted \$15.89 Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic \$14.29 Mechanic \$16.96 Milling Machine \$13.53 Motor Grader, Fine Grade \$15.69 Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver \$14.60 Pavement Marking Machine \$11.18 Piledriver \$14.95 Roller, Asphalt \$11.95 Roller, Other	Crawler Tractor	\$ 13.68
Foundation Drill, Crawler Mounted  Foundation Drill, Truck Mounted  Front End Loader 3 CY or Less  Front End Loader, Over 3 CY  Loader/Backhoe  Mechanic  Milling Machine  Motor Grader, Fine Grade  Motor Grader, Rough  Off Road Hauler  Pavement Marking Machine  Piledriver  Roller, Asphalt  Roller, Other  \$ 17.43  \$ 15.89  Front End Loader 3 CY or Less  \$ 13.32  Front End Loader 3 CY  \$ 13.17  Loader/Backhoe  \$ 14.29  Motor Grader, Backhoe  \$ 16.96  Motor Grader, Fine Grade  \$ 15.69  Motor Grader, Rough  \$ 15.69  Motor Grader, Rough  \$ 14.23  Off Road Hauler  \$ 14.60  Pavement Marking Machine  \$ 11.18  Piledriver  \$ 14.95  Roller, Other	Excavator, 50,000 pounds or less	\$ 12.71
Foundation Drill, Truck Mounted Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 15.89  \$ 13.32  \$ 13.17  \$ 14.29  \$ 16.96  \$ 16.96  \$ 15.69  Motor Grader, Fine Grade \$ 15.69  \$ 14.23  \$ 14.23  \$ 14.60  \$ 14.60  \$ 11.18  \$ 11.18  \$ 11.18  \$ 11.18  \$ 11.18	Excavator, Over 50,000 pounds	\$ 14.53
Front End Loader 3 CY or Less Front End Loader, Over 3 CY Loader/Backhoe Mechanic Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 13.32 S 13.17 Loader/Backhoe S 14.29 Mechanic S 16.96 Milling Machine S 13.53 Motor Grader, Fine Grade S 15.69 Motor Grader, Rough S 14.23 Off Road Hauler S 14.95 Roller, Other S 11.57	Foundation Drill, Crawler Mounted	\$ 17.43
Front End Loader, Over 3 CY Loader/Backhoe Mechanic S 16.96 Milling Machine Motor Grader, Fine Grade Motor Grader, Rough Off Road Hauler Pavement Marking Machine Piledriver Roller, Asphalt Roller, Other S 13.53 S 16.96 S 13.53 S 14.23 S 15.69 S 14.23 S 14.23 S 14.23 S 14.23 S 14.60 S 14.60 S 11.18 S 11.18 S 11.18 S 11.95 S 11.95 S 11.57	Foundation Drill, Truck Mounted	\$ 15.89
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	Front End Loader 3 CY or Less	\$ 13.32
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	Front End Loader, Over 3 CY	\$ 13.17
Mechanic\$ 16.96Milling Machine\$ 13.53Motor Grader, Fine Grade\$ 15.69Motor Grader, Rough\$ 14.23Off Road Hauler\$ 14.60Pavement Marking Machine\$ 11.18Piledriver\$ 14.95Roller, Asphalt\$ 11.95Roller, Other\$ 11.57	,	\$ 14.29
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		\$ 16.96
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	Milling Machine	\$ 13.53
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		
Off Road Hauler \$ 14.60 Pavement Marking Machine \$ 11.18 Piledriver \$ 14.95 Roller, Asphalt \$ 11.95 Roller, Other \$ 11.57		
Pavement Marking Machine \$11.18 Piledriver \$14.95 Roller, Asphalt \$11.95 Roller, Other \$11.57		\$ 14.60
Piledriver \$ 14.95 Roller, Asphalt \$ 11.95 Roller, Other \$ 11.57		
Roller, Asphalt \$11.95 Roller, Other \$11.57	•	
Roller, Other \$11.57		
	•	
4		
Spreader Box \$13.58	•	
1	ı	
Servicer \$13.97	Servicer	\$ 13.97

Steel Worker

Reinforcing Steel	\$ 15.15
Structural Steel Welder	\$ 12.85
Structural Steel	\$ 14.39
TRUCK DRIVER	
Low Boy Float	\$ 16.03
Single Axle	\$ 11.46
Single or Tandem Axle Dump	\$ 11.48
Tandem Axle Tractor w/Semi Trailer	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

## Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

#### **13.0 PERMITS:**

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

#### 14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

- 14.1 <u>Preconstruction Work.</u> Contractor shall do (or cause to be done) the following as preconstruction work:
  - 14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.
  - 14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

- 14.2 <u>Construction Work</u>. Contractor shall do (or cause to be done) the following as construction work:
  - 14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.
  - 14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.
  - 14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.
  - 14.2.4 Materials testing will be performed by a materials testing lab selected and paid for by Fort Bend County.

# 14.3 Standards for Review and Approval.

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

- 14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 14.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

# 14.4 Changes.

- 14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.
- 14.4.2 <u>Change Order Procedure</u>. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed

in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

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

upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.

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

the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

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

14.14 <u>Materials</u>. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

#### 15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
  - 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

## 16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 <u>Final Completion</u>. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 <u>Transfer and Acceptance</u>. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "<u>Transfer Date</u>" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

# 17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

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

#### 18.0 INDEPENDENT CONTRACTOR:

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

expeditious and economical manner consistent with the interests of Fort Bend County.

#### 19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

#### 20.0 RECORDS:

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

#### 21.0 SUCCESSORS AND ASSIGNS:

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

## **22.0 PUBLIC CONTACT:**

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

#### 23.0 MODIFICATIONS:

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

#### 24.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

#### 25.0 SEVERABILITY:

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

## **26.0 GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

#### **27.0 TAX EXEMPT:**

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

#### 28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

#### 29.0 APPLICABLE LAW AND VENUE

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

#### 30.0 ENCLOSURE:

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

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

#### 32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 240 calendar days (maximum of 240 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

## 33.0 AWARD:

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

#### 34.0 TEXAS ETHICS COMMISSION FORM 1295:

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

https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

#### 34.2 On-line instructions:

- 34.2.1 Name of governmental entity is to read Fort Bend County
- 34.2.2 Identification number used by the governmental entity is: B18-100
- 34.2.3 Description is the title of the solicitation: Construction of Bamore Road Extension
- 34.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

# 35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 35.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 35.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## **36.0 ADDITIONAL REQUIRED FORMS:**

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

- 36.1 Proof of Required Insurance
- 36.2 Vendor Form
- 36.3 W9 Form
- 36.4 Tax Form/Debt/Residence Certification
- 36.5 Contractor Acknowledgement of Stormwater Management Program

# Contract Sheet Bid 18-100

# THE STATE OF TEXAS COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the	e day of _	,	20,	by and between Fort
Bend County in the State of Texas (hereinafter designated Con	unty), acting here	in by County Ju	dge Robe	rt Hebert, by virtue
of an order of Fort Bend County Commissioners Court, and _	ISI Contra	cting, Inc.		
(hereinafter designated Contractor).		(company na	me)	
WITNESSETH:				
The Contractor and the County agree that the bid and specifi	ications for the C	Construction of	Bamore	Road Extension for
Fort Bend County which are hereto attached and made a	part hereof, toge	ther with this ir	ıstrument	and the bond (when
required) shall constitute the full agreement and contract between	ween parties and	for furnishing th	he items s	et 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 bindin order authorizing the items desired has been issued.	g or effective un	til signed by the	parties h	ereto and a purchase
Executed at Richmond, Texas thisday ofBy:	Mllu (	Heller	County Ju	dge, Robert Hebert
By: Ma	ark Browne	Chief Esti	imator	

**Printed Name and Title** 

## COUNTY PURCHASING AGENT

Fort Bend County, Texas



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

October 11, 2018 TO: All Prospective Bidders Addendum No. 1 - Fort Bend County Bid 18-100 - Construction of Bamore Road RE: **Extension for Fort Bend County** Addendum 1: Attached is addendum 1 issued by the Architect. Vendors are to use the Addendum 1 document while preparing their solicitation response. \* Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica carabajal@fortbendcountytx.gov ISI Contracting, Inc. Company Name 10/16/2018 Signature of person receiving addendum Date If you have any questions, please contact this office. Sincerely,

Jaime Kovar

**Assistant County Purchasing Agent** 

Form (Rev. December 2014)
Department of the Treasury

# Request for Taxpayer Identification Number and Certification

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

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#### **General Instructions**

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

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

#### **Purpose of Form**

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

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

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

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

By signing the filled-out form, you:

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

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.
- 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
- $4-\!\mbox{A}$  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>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 1040
- 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. 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 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 or by calling 1-800-TAX-FORM (1-800-829-3376)

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:
Individual     Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
a. The usual revocable savings trust (grantor is also trustee)     b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
<ol> <li>Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))</li> </ol>	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax- exempt organization</li> </ol>	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

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>3</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>4</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.

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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN

Job No.: _	TAX FORM/DEBT/ RESIDENCE CERTIFICATION  (for Advertised Projects)
	· · · · · · · · · · · · · · · · · · ·
Taxpayer	r Identification Number (T.I.N.): 20-2413767
Company	y Name submitting Bid/Proposal: 5215 Fidelity St.
Mailing A	Address: Houston TX 77029
Are you i	registered to do business in the State of Texas? Yes No
	e an individual, list the names and addresses of any partnership of which you are a general partner or any name(s) under which you operate your business
n	Property: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)
Fort Bene	d County Tax Acct. No.*  Property address or location**
** For r addre.	s the property account identification number assigned by the Fort Bend County Appraisal District. real property, specify the property address or legal description. For business personal property, specify the ess where the property is located. For example, office equipment will normally be at your office, but inventor the stored at a warehouse or other location.
	Fort Bend County Debt - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, cickets, fines, tolls, court judgments, etc.)?
	Yes No If yes, attach a separate page explaining the debt.
r	Residence Certification - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend Counrequests 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 ISI Contracting, Inc. is a Resident Bidder of Texas as defined in Government Code [Company Name] §2252.001.

is a Nonresident Bidder as defined in Government Code
[Company Name]

§2252.001 and our principal place of business is \_\_\_\_\_\_\_\_[City and State]



## 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,

ISI Contracting Inc

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:

(Company/Contractor)	
that is believed to be an immediate threat to hur	nan health or the environment.
	10/16/2018
Contractor Signature	Date
Mark Browne	
Printed Name	
Chief Estimator	
Title	



# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS,		
That we, ISI Contracting, Inc.		
as Principal, hereinafter called the Principal, and Arch	Insurance Company	
	a corporation duly organized under the la	aws of the State
of MO	L. L. Fort Bond County	
as Surety, hereinafter called the Surety, are held and firm	nly bound unto _Fort Bend County	
as Obligee, hereinafter called the Obligee, in the sum of		
Five Percent of the Greatest Amount Bid	Dollars (\$5	5% G.A.B.
for the payment of which sum well and truly to be made,	, the said Principal and the said Surety, bir	nd ourselves, our
heirs, executors, administrators, successors and assigns	s, jointly and severally, firmly by these pre	sents.
WHEREAS, the Principal has submitted a bid for		
Fort Bend County Bus Maintenance Facility - Bamore F	Road Extension - Bid 18-100	
NOW, THEREFORE, if the Obligee shall accept the Contract with the Obligee in accordance with the terms specified in the bidding or Contract Documents with groups such Contract and for the prompt payment of labor and event of the failure of the Principal to enter such Contract to the Obligee the difference not to exceed the penalty harger amount for which the Obligee may in good faith contract and bid, then this obligation shall be null and void, otherwise Signed and sealed this	s of such bid, and give such bond or bo good and sufficient surety for the faithful d material furnished in the prosecution th act and give such bond or bonds, if the Pr nereof between the amount specified in sa ontract with another party to perform the V	performance of hereof, or in the rincipal shall pay aid bid and such
	ISI Contracting, Inc.	
Just Sonday	(Principal)	(Seal)
(Witnes's)	By: CHIEF E	= TOWATIN
	(Title)	- Survivor
Mikol Chanson	Arch Insurance Company	content)
(Witness) Nikole Jeannette	Joni Bowen Maness (Title)Attorney	(Seal)
	(Title)/Attorney	in-i act

Printed in cooperation with the American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

# **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Heather Noles, Jennie Goonie, Joni Bowen Maness, Kristi Lovett, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Susan D. Zapalowski and Tabitha Dorman of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23<sup>rd</sup> day of August, 2018.

Attested and Certified

Arch Insurance Company



David M. Finkelstein, Executive Vice President

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS

#### COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MICHELE TRIPODI, Notary Public

City of Philadelphia, Phila. County

My Commission Expires July 31, 2021

Michele Tripodi, Notary Public My commission expires 07/31/2021

### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 23, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

Patrick K. Nails, Secretary

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

### PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



#### IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

#### IMPORTANT NOTICE

To obtain information or make a complaint:

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

#### 1-866-413-5550

You may also write to Arch Insurance Group at:

Arch Insurance Group Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

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

#### 1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091 Austin, TX 78714-9091 Fax: (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

### PREMIUM OR CLAIM DISPUTES:

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

### ATTACH THIS NOTICE TO YOUR POLICY:

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

### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

#### 1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

Arch Insurance Group Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

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

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091 Austin, TX 78714-9091 Fax: (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU POLIZA**: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

#### Work Completed references

					*						
Project	Type of Work	Owner	Owner contact	Phone	Design Engineer	Design Engineer contact	Contract Amount	% Completion	Scheduled Completion	Contact	Phone
		AND THE SECOND									
Challenger Rd Reconstruction	Concrete Paving Challenger Rd	COH Airport System	Amani Dudley	281-233-1925		COTTYMPORTOFICE	\$ 3,165,000.00	100%	March 2014	Amani Dudley	281-233-1925
COH TIRZ#1 St. George Place	Traffic Calming	СОН	Travis Schulz, P.E.			COH	\$ 419,000.00	100%	September 2014	Travis Schulz, P.E.	
HC Pct 3 Gen Civil	Misc Civil Construction	Harris County	Gary Howard	713-755-8770		Harris County	\$ 1,000,000.00	100%	July 2015	Gary Howard	713-755-8770
HCTRA Contract 231	Misc Road and Bridge Construction	Harris County Toll Road Authority	Quinton Alberto, P.E.	832-601-7800		Harris County Toll Road Authority	\$ 2,096,000.00	100%	September 2015	Quinton Alberto, P.E.	832-601-7800
Txdot Galveston FM646	Driveway and Culvert Replacement	TxDOT	Jamal Elahi, P.E.	409-978-2500	LAN, Inc.	TxDOT	\$ 5,827,000.00	100%	April, 2017	Jamal Elahi, P.E.	409-978-2500
Txdot Spur330	Turn Lanes and Retaining wall	TxDOT	Lucio Ortiz, P.E.	281-464-5500	Klotz & Associates	TxDOT	\$ 2,251,000.00	100%	September, 2016	Lucio Ortiz, P.E.	281-464-5500
	Country Bornel March No. 11										
Industrial Control of the Wall	Concrete Ramp Reconstruction, Upgrade		0.1	832-601-7800	HCTRA	Harris County Toll Road Authority	\$ 4,490,409,00	100%	February, 2017	Quinton Alberto, P.E.	832-601-7800
HCTRA Contract 422 Hardy Toll Road	Guardrail, Drainage Improvements	Harris County Toll Road Authority	Quinton Alberto, P.E.	832-601-7800	HCIRA	Harris County Toll Road Authority	\$ 4,490,409.00	100%	rebruary, 2017	Quinton Alberto, P.E.	832-001-7600
HCTRA Contract 342 - Ship Channel Bridge	E7 Tag Lang Conversion	Harris County Toll Road Authority	Quinton Alberto, P.E.	832-601-7800	HRG Green	Harris County Toll Road Authority	\$ 6,768,000,00	100%	July, 2016	Quinton Alberto, P.E.	832-601-7800
HCTRA Contract 342 - Ship Channel Bridge	Ez Tag Carie Conversion	Harris County Toll Road Additionty	Quinton Alberto, F.E.	832-001-7800	Progressive Traffic &	Trains county for Road Additionty	7 0,700,000.00	100%	7419, 2020	Quinton Alberto, F.E.	052 001 7000
Fort Bend Co. Congestion Mitigation	Concrete Turn Lanes and Signals	Fort Bend County	Rick Stagle, P.E.	281-341-8643	Transportation	Fort Bend County	\$ 1,577,186,00	100%	October, 2016	Rick Stagle, P.E.	281-341-8643
Fort Bend Co. Congestion Mitigation	Concrete rum canes and signals	Fort Bend County	nick stage, r.c.	201 341 0043	Transportation	Total bend county	2/311/200100	1000	Cottoner, 2020	Then stages, Then	
Txdot IH45 Frontage Rd Reconstruction	Concrete Paving	TxDOT	Melody Galland, P.E.	281-464-5500	Txdot	TXDOT	\$ 5,562,891.00	100%	August, 2017	Melody Galland, P.E.	281-464-5500
Txdot SH332 Emergency Box Culvert	Concrete raving	The state of the s									
Replacement	Box Culvert Changes	TxDOT	Michelle Millard, P.E.	979-864-8500	Txdot	TXDOT	\$ 446,000.00	100%	March 2017	Michelle Millard, P.E.	979-864-8500
Concrete Paying Scholl Road	Concrete Paving	COH Airport System	Alfred Oracion, P.E.	281-230-8009	BGE, Inc.	COH Airport System	\$ 1,643,457.00	100%	December, 2017	Alfred Oracion, P.E.	281-230-8009
Construct Frontage Rd and Bridge	Concrete Paving & Bridge	TxDOT	Grady Mapes, P.E.	281-238-7900	Txdot	TxDOT	\$ 2,236,000.00	100%	August 2017	Grady Mapes, P.E.	281-238-7900
Liberty Co. Txdot Airport	Drainage Improvements	TxDOT	RPS Klotz & Associates		RPS Klotz & Associates	TxDOT	\$ 675,000.00	100%			
FM655 Approach & Bridge Repairs	Repair Bridge Abutment & Approaches	TxDOT	Michelle Millard, P.E.	979-864-8500	Txdot	TxDOT	\$ 1,037,430.00	100%	November, 2017	Michelle Millard, P.E.	979-864-8500
SH146 Raise Bridge Approach	Approach Slab Repairs	TxDOT	Jamal Elahi, P.E.	409-978-2500		TxDOT	\$ 219,473.00	100%	April, 2018	Jamal Elahi, P.E.	409-978-2500
SH288 Entrance/Exit Ramp at Rodeo Palmo	5										
Parkway	Concrete Paving	TxDOT	Michelle Millard, P.E.	979-864-8500	Txdot	TxDOT	\$ 2,348,402.00	100%	June, 2018	Michelle Millard, P.E.	979-864-8500
Current Workload/Work in Progr	ress references									Julia Bond, P.E.	713-274-1564
Contract 237 Heavy Highway & Bridge	Concrete Paving, Bridge Repairs, Drainage										
Maintenance	Improvements	Harris County Toll Road Authority	Leylany Lugo-Reyes	832-601-7800		Harris County Toll Road Authority	\$ 4,783,261.00	70%	June, 2019	Leylany Lugo-Reyes	832-601-7800
Burnett St. Reconstruction	Concrete Paving	Metro Transit Authority	Don Peiper	713-739-4884	Dannebaum Engineering	Metro Transit Authority	\$ 3,024,000.00	85%	December, 2018	Don Peiper	713-739-4884
HCTRA Contract 234Sam Houston and											
Westpark Tollway	Misc Road and Bridge Construction	Harris County Toll Road Authority	Quinton Alberto, P.E.	832-601-7800	Walter P Moore	Harris County Toll Road Authority	\$ 9,984,000.00	100%	July, 2018	Quinton Alberto, P.E.	832-601-7800
Memorial Park Intersection at East Loop		City Of Houston-Uptown									
Drive	Concrete Intersection and Signals	Development Authority	Patricia Frayre, P.E.	713-621-2011	Walter P Moore	City Of Houston-Uptown Developmen		93%	October, 2018	Patricia Frayre, P.E.	713-621-2011
BS71-F Bridge installation	Construct Bridge & Approaches	TxDOT	Ryan Simper, P.E.	979-532-3141	AECOM	TxDOT	\$ 10,459,588.00	35%	November, 2019	Ryan Simper, P.E.	979-532-3141
Brazoria SH288	Remove and Replace Concrete Paving	TxDOT	Michelle Millard, P.E.	979-864-8500	Txdot	TxDOT	\$ 13,895,724.00	3%	December, 2019	Michelle Millard, P.E.	979-864-8500
SH6 Safety Ligthing Impovements	Install lighting concrete structures	TxDOT	Frank Leon, P.E.	281-934-5900	Txdot	TxDOT	\$ 2,492,972.00	15%	October, 2020	Frank Leon, P.E.	281-934-590
Timber Forest Concrete Paving and Box											
Culvert	Concrete Paving and Bridge Box Culvert	HCMUD 504	Ryan Lesikar, P.E.	281-558-8700	BGE Inc.	BGE Inc.	\$ 1,834,775.00	95%	October 2018	Ryan Lesikar, P.E.	281-558-8700
West Airpot Exit Ramp	Concrete Paving	Fort Bend Toll Road Authority	Mike Stone	832-735-7385	BGE, Inc.	BGE Inc.	\$ 574,343.00	0%	June 2019	Greg Ofield, P.E.	281-488-8313
Reconstruct IH45 Frontage Rds	Concrete Paving	TxDOT	Melody Galland, P.E.	281-464-5500	Txdot	TxDOT	\$ 4,552,329.00	0%	October 2019	Melody Galland, P.E.	281-454-5500

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
SECTION I -	ROADWAY Q	UANTITIES				
1	100	16.25	STA	PREPARING ROW FOR ONE THOUSAND SEVENTY FIVE DOLLARS AND NO CENTS Per STA	\$1,075.00	\$17,468.75
2	104	23.5	SY	REMOVING CONC (SIDEWALK OR RAMP) FOR TWELVEDOLLARS AND_NOCENTS Per square yard	\$12.00	\$
3	110	1725	CY	EXCAVATION (ROADWAY)           FOR THIRTEEN         DOLLARS           AND NO        CENTS           Per cubic yard	\$13.00	\$22,425.00
4	132	839	CY	EMBANKMENT (FINAL) (DENS CONT) (TYC) FOR SIXTEEN AND NO Per cubic yard	\$16.00	\$13,424.00
5	162	3030	SY	BLOCK SODDING FOR THREE DOLLARS AND_SEVENTY FIVE CENTS Per square yard	\$3.75	\$11,362.50
6	164	11187	SY	DRILL SEEDING (PERM) (RURAL) (CLAY)           FOR NO        DOLLARS           AND_FIFTEEN        CENTS           Per square yard	\$0.15	\$1,678.05
7	166	2.94	AC	FERTILIZER         DOLLARS           FOR SEVEN HUNDRED NINTY         DOLLARS           AND NO         CENTS           Per acre         DOLLARS	\$790.00	\$
8	168	352	MG	VEGETATIVE WATERING FOR FIFTEENDOLLARS AND_NOCENTS Per million gallons	\$15.00	\$5,280.00
9	260	5423	SY	LIME TRT (SUBGRADE) (6") FOR THREE DOLLARS AND_FIFTYCENTS Per square yard	\$3.50	\$

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
10	260	81	TON	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)           FOR <u>ONE HUNDRED SEVENTY FIVE</u> DOLLARS           AND <u>NO</u> CENTS           Per ton	\$175.00	\$14,175.00
11	292	169	TON	ASPHALT STAB BASE (GR 2) (PG 64)  FOR ONE HUNDRED THIRTY THREE	\$133.00	\$
12	310	117	GAL	PRIME COAT (AC)           FOR FOURTEEN        DOLLARS           AND NO        CENTS           Per gal	\$14.00	\$1,638.00
13	340	42.3	TON	D-GR HMA (SQ) TY-D PG64-22	\$146.00	\$6,175.80
14	360	4595	SY	CONC PVMT (JOINT REINF - JRCP) (7")           FOR FIFTY TWO         DOLLARS           AND NO        CENTS           Per square yard	\$52.00	\$238,940.00
15	423	768	SF	RETAINING WALL (CONC BLOCK) FOR THIRTY EIGHTDOLLARS AND NOCENTS Per square foot	\$38.00	\$
16	432	15	CY	RIPRAP (CONC) (4 IN) FOR FOUR HUNDRED EIGHTYDOLLARS AND NOCENTS Per cubic yard	\$480.00	\$
17	529	2126	LF	CONC CURB (TY II)	\$3.50	\$
18	529	334	LF	CONC CURB & GUTTER (TY II)  FOR <u>ELEVEN</u> AND <u>NO</u> Per linear foot  DOLLARS  CENTS	\$11.00	\$3,674.00

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
19	530	346	SY	DRIVEWAYS (CONC)	\$	\$35,984.00
20	531	702	SY	CONC SIDEWALKS (4.5")           FOR SIXTY FIVE         DOLLARS           AND NO         CENTS           Per square yard         CENTS	\$65.00	\$45,630.00
21	531	8	EA	CURB RAMPS (TY 7) FOR ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS Per each	\$1,700.00	\$13,600.00
22	531	2	EA	CURB RAMPS (TY 21) FOR ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS Per each	\$1,700.00	\$3,400.00
23	556	377	LF	PIPE UNDERDRAINS (TY 9) (4")   FOR EIGHT	\$8.00	\$3,016.00
24	618	120	LF	CONDT (PVC) (SCH 40) (4")  FOR TWENTY DOLLARS  AND NO CENTS  Per linear foot	\$	\$
25	624	2	EA	GROUND BOX TY 1 (122422)   FOR ONE THOUSAND FIVE HUNDRED   DOLLARS	\$1,500.00	\$3,000.00
SUBTOTAL S	\$531,158.20					

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT			
SECTION II -	WATER QUA	NTITIES							
26	5969	3	EA	GATE VALVE (12 IN)   FOR TWO THOUSAND FIVE HUNDRED   DOLLARS   AND NO   CENTS   Per each	\$	\$			
27	5969	1747	LF	WATER MAIN PIPE (PVC) (12 IN)           FOR FOURTY SIX         DOLLARS           AND NO        CENTS           Per linear foot	\$46.00	\$80,362.00			
SUBTOTAL S	SUBTOTAL SECTION II - WATER QUANTITIES (BID ITEMS 26-27)								
BID ITEM NO.	SPEC.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT			
		IARKING QUA	NTITIES			-			
28	636	36	SF	ALUMINUM SIGNS (TY A)           FOR TWENTY TWO         DOLLARS           AND NO        CENTS           Per square foot	\$22.00	\$			
29	644	4	EA	IN SM RD SN SUP&AM TY10BWG (1) SA (P)   FOR THREE HUNDRED SIXTY   DOLLARS   AND NO	\$360.00	\$			
30	644	2	EA	RELOCATE SM RD SN SUP&AM TY 10BWG FOR FOUR HUNDRED SIXTY DOLLARS AND NO CENTS Per each	\$460.00	\$920.00			
31	666	333	LF	REFL PAV MRK TY II (W) 12" (SLD)	\$3.30	\$1,098.90			
32	666	30	LF	REFL PAV MRK TY II (W) 24" (SLD) FOR FOUR	\$4.50	\$135.00			

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
33	666	3346	LF	REFL PAV MRK TY II (Y) 4" (SLD)           FOR NO         DOLLARS           AND FIFTY FIVE         CENTS           Per linear foot         Description	\$0.55	\$1,840.30
34	672	84	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$
35	6120	126	LF	DEAD END ROADWAY BARRICADE           FOR THIRTY SEVEN         DOLLARS           AND NO         CENTS           Per linear foot         CENTS	\$37.00	\$
SUBTOTAL SECTION III - PAVEMENT MARKING QUANTITIES (BID ITEMS 28-35)  \$11,308.20						
BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
SECTION IV	- TCP QUANT	ITIES			~	
36	502	6	МО	BARRICADES, SIGNS AND TRAFFIC HANDLING FOR ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS Per month	\$1,250.00	\$
SUBTOTAL S	\$					

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT			
SECTION V -	SECTION V - STORM WATER POLLUTION PREVENTION QUANTITIES								
37	506	35	LF	ROCK FILTER DAMS (INSTALL) (TY 2)   FOR THIRTY	\$	\$1,050.00			
38	506	25	LF	ROCK FILTER DAMS (INSTALL) (TY 4)   FOR THIRTY SIX	\$36.00	\$900.00			
39	506	60	LF	ROCK FILTER DAMS (REMOVE)   FOR TEN	\$10.00	\$600.00			
40	506	222	SY	CONSTRUCTION EXITS (INSTALL)           FOR SIXTEEN         DOLLARS           AND NO         CENTS           Per square yard	\$16.00	\$3,552.00			
41	506	222	SY	CONSTRUCTION EXITS (REMOVE)           FOR <u>SEVEN</u> DOLLARS           AND <u>NO</u> CENTS           Per square yard	\$	\$1,554.00			
42	506	75	LF	BIODEG EROSN CONT LOGS (INSTL) (8")   FOR THREE	\$3.00	\$225.00			
43	506	75	LF	BIODEG EROSN CONT LOGS (REMOVE)   FOR ONE   DOLLARS   AND NO   CENTS   Per linear foot	\$	\$			
SUBTOTAL	\$								

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT
SECTION VI	- DRAINAGE	QUANTITIES				
44	400	1062	CY	STRUCT EXCAV	\$	\$
45	400	770	CY	STRUCT EXCAV (PIPE)         DOLLARS           FOR ELEVEN         DOLLARS           AND NO         CENTS           Per cubic yard	\$11.00	\$8,470.00
46	400	542	CY	CEM STABIL BKFL           FOR FOURTY ONE         DOLLARS           AND NO         CENTS           Per cubic yard         CENTS	\$41.00	\$
47	400	75	CY	CEMENT STAB BACKFILL (INLET OR MH)           FOR FOURTY ONE	\$41.00	\$3,075.00
48	420	5	EA	CL A CONC (PLUG)           FOR ONE HUNDRED         DOLLARS           AND NO         CENTS           Per each	\$	\$500.00
49	432	23	CY	RIPRAP (CONC) (4 IN) FOR FOUR HUNDRED THIRTY FIVEDOLLARS AND_NOCENTS Per cubic yard	\$435.00	\$10,005.00
50	462	130	LF	CONC BOX CULV (5 FT X 2 FT)  FOR TWO HUNDRED FIFTY NINE	\$	\$33,670.00
51	467	2	EA	SET (TY I) (S=5 FT) (HW=2 FT) (6:1) (P)           FOR FIVE THOUSAND         DOLLARS           AND NO         CENTS           Per each         DOLLARS	\$5,000.00	\$10,000.00
52	462	232	LF	CONC BOX CULV (5 FT X 3 FT)         FOR TWO HUNDRED SIXTY FIVE         DOLLARS           AND NO	\$265.00	\$61,480.00

BID ITEM NO.	SPEC. ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT	
53	464	868	LF	RC PIPE (CL III) (24 IN)           FOR SIXTY        DOLLARS           AND NO        CENTS           Per linear foot	\$60.00	\$52,080.00	
54	464	558	LF	RC PIPE (CL III) (36 IN)         DOLLARS           FOR EIGHTY EIGHT         DOLLARS           AND NO         CENTS           Per linear foot         CENTS	\$88.00	\$	
55	465	5	EA	INLET (COMP) (TY H-2)	\$	\$20,000.00	
56	465	5	EA	MANH (COMPL) (TY 1-C) FOR FOUR THOUSAND ONE HUNDREDDOLLARS AND NOCENTS Per each	\$	\$20,500.00	
57	466	2	EA	WINGWALL (PW-1)(HW= 5 FT) FOR TWELVE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS Per each	\$12,800.00	\$25,600.00	
SUBTOTAL	SUBTOTAL SECTION VI - DRAINAGE QUANTITIES (BID ITEMS 44-57)						

BID SPEC. ITEM NO. ITEM NO. QUANTITY UNIT	BID ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID AMOUNT					
SUMMARY								
SUBTOTAL SECTION I - ROADWAY QUANTITIES	531,158.20							
SUBTOTAL SECTION II - WATER QUANTITIES			87,862.00 \$					
SUBTOTAL SECTION III - PAVEMENT MARKING QUAN	SUBTOTAL SECTION III - PAVEMENT MARKING QUANTITIES							
SUBTOTAL SECTION IV - TCP QUANTITIES			7,500.00					
SUBTOTAL SECTION V - STORM WATER POLLUTION	PREVENTION QUANTITIES		7,956.00					
SUBTOTAL SECTION VI - DRAINAGE QUANTITIES	337,946.00							
BASE BID - GRAND TOTAL AMOUNT	(SECTIONS I THROUGH VI)	,	983,730.40					

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011
	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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's plac		tificate Number: 8-415325	
	ISI Contracting, Inc.				
	Houston, TX United States		Date	e Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	10/1	16/2018	
	being filed.				
	Fort Bend County			Acknowledged:	
			11/0	06/2018	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide	ty or state agency to track or it led under the contract.	dentify the o	contract, and prov	vide a
	18-100				
	Construction of Bamore Road Extension			T	
4				Nature of	
	Name of Interested Party	City, State, Country (place of	business)	(check ap	<del>`</del>
				Controlling	Intermediary
		<del> </del>			
		· · · · · · · · · · · · · · · · · · ·	<u> </u>		
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my c	date of birth i	s	·
	My address is			/	,·
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	t.			
	Executed inCounty	/ State of	on the	day of	20
	County	, otate of, (	JII 1116	_day or (month)	, 20 (year)
				(monat)	(your)
		Signature of authorized agent	of contractir	ng business entity	