

**Contract Sheet
Bid 19-073**

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

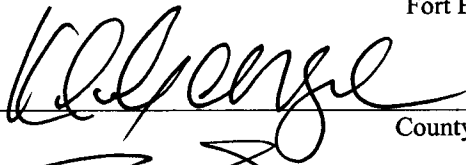
This memorandum of agreement made and entered into on the 23rd day of July, 2019, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and James Construction Group, LLC (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Old Needville Fairchilds Road from FM 361 to 690' Northeast of Antonia Street** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

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

Executed at Richmond, Texas this 23rd day of July, 2019.

By:  Fort Bend County, Texas
County Judge, KP George

By: 
Signature of Contractor

By: Mark W. Buchanan- President
Printed Name and Title

Fort Bend County Tabulation
Bid 19-073
Construction of Old Needville Fairchilds Road From FM 361 to 690'
Northeast of Antonia Street for Fort Bend County Bond Project 13109 and 17109

Recommendation to award to James Construction Group, LLC with permission to negotiate quantities

Funding: Engineering, Bond 13109 and 17109

Company	Bid Price	Completion Time in Calendar Days	Form 1295
James Construction Group, LLC Richmond, TX	\$6,704,724.71	365	Yes
Durwood Greene Construction Co. Stafford, TX	\$7,327,464.07	345	

BID TABULATION

Project Name: Old Needville Fairchild Road From Fm 361 Or Fairchilds Long Point Road To Needville City Limits (690' North Of Antonio Street)
 APIN: Remove & Reconstruct Existing Pavement with 6' Shoulders Date to Advertise: 06/04/19
 Job No: 13109 Bid Opening Date: 07/09/19
 Consultant: Huitt-Zollars

Item No	Spec No.	Description	UOM	Estimated Quantity	Engineer's Estimate		Avg of Two Low Bidders		James Construction Group, LLC		Durwood Greene Construction	
					Grand Total=	\$8,306,286.50	Grand Total=	\$7,016,094.39	Grand Total=	\$6,704,724.71	Grand Total=	\$7,327,464.07
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A SITE PREPARATION AND EARTHWORK												
1	100	Project Sign	EA	2.00	\$1,100.00	\$2,200.00	\$852.50	\$1,705.00	\$705.00	\$1,410.00	\$1,000.00	\$2,000.00
2	102	Clearing and Grubbing	STA	182.00	\$2,500.00	\$455,000.00	\$810.00	\$147,420.00	\$1,000.00	\$182,000.00	\$620.00	\$112,840.00
3	110	Roadway Excavation Including 3" Topsoil	CY	60,421.00	\$10.00	\$604,210.00	\$10.50	\$634,420.50	\$9.00	\$543,789.00	\$12.00	\$725,052.00
4	130	Embankment	CY	15,082.00	\$12.00	\$180,984.00	\$7.00	\$105,574.00	\$6.00	\$90,492.00	\$8.00	\$120,656.00
5	160	Topsoil (4" Depth)	SY	109,482.00	\$3.50	\$383,187.00	\$0.93	\$101,270.85	\$0.85	\$93,059.70	\$1.00	\$109,482.00
6	162	Sodding for Erosion Control (Various Widths)	SY	16,224.00	\$5.00	\$81,120.00	\$4.00	\$64,896.00	\$4.25	\$68,952.00	\$3.75	\$60,840.00
7	165	Hydro-Mulch Seeding (Side Slopes and Ditches)	AC	23.00	\$1,500.00	\$34,500.00	\$1,825.00	\$41,975.00	\$1,850.00	\$42,550.00	\$1,800.00	\$41,400.00
8	465	Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	LF	2,048.00	\$13.00	\$26,624.00	\$11.98	\$24,524.80	\$3.95	\$8,089.60	\$20.00	\$40,960.00
9	500	Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	EA	37.00	\$250.00	\$9,250.00	\$522.50	\$19,332.50	\$245.00	\$9,065.00	\$800.00	\$29,600.00
10	540	Remove and Dispose Existing Driveways (All Materials)	SY	4,088.00	\$5.00	\$20,440.00	\$6.50	\$26,572.00	\$5.00	\$20,440.00	\$8.00	\$32,704.00
11	540	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	41,115.00	\$7.00	\$287,805.00	\$5.50	\$226,132.50	\$5.00	\$205,575.00	\$6.00	\$246,690.00
12	561	Video Recording Construction	LS	1.00	\$10,000.00	\$10,000.00	\$5,200.00	\$5,200.00	\$7,400.00	\$7,400.00	\$3,000.00	\$3,000.00
Subtotal of Item A							\$2,095,320.00	\$1,399,023.15		\$1,272,822.30		\$1,525,224.00
B DRAINAGE												
13	120	Channel Excavation	CY	4,816.00	\$15.00	\$72,240.00	\$14.00	\$67,424.00	\$13.00	\$62,608.00	\$15.00	\$72,240.00
14	120	Channel Excavation (Outfall Ditch 1)	CY	339.00	\$15.00	\$5,085.00	\$16.00	\$5,424.00	\$17.00	\$5,763.00	\$15.00	\$5,085.00
15	429	Trench Safety System (5' to 10')	LF	4,493.00	\$5.00	\$22,465.00	\$0.58	\$2,583.48	\$1.00	\$4,493.00	\$0.15	\$673.95
16	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	2,160.00	\$80.00	\$172,800.00	\$92.00	\$198,720.00	\$74.00	\$159,840.00	\$110.00	\$237,600.00
17	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	1,278.00	\$100.00	\$127,800.00	\$113.00	\$144,414.00	\$96.00	\$122,688.00	\$130.00	\$166,140.00
18	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	LF	650.00	\$120.00	\$78,000.00	\$148.00	\$96,200.00	\$126.00	\$81,900.00	\$170.00	\$110,500.00
19	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	LF	450.00	\$160.00	\$72,000.00	\$177.50	\$79,875.00	\$145.00	\$65,250.00	\$210.00	\$94,500.00
20	465	MANH (COMPL) (TY A)	EA	1.00	\$3,800.00	\$3,800.00	\$4,075.00	\$4,075.00	\$3,950.00	\$3,950.00	\$4,200.00	\$4,200.00
21	467	SET (Type II)(24")(RCP)(3:1)(C) With Pipe Runners	EA	4.00	\$2,000.00	\$8,000.00	\$1,127.00	\$4,508.00	\$1,004.00	\$4,016.00	\$1,250.00	\$5,000.00
22	467	SET (Type II)(24")(RCP)(4:1)(C) With Pipe Runners	EA	2.00	\$1,400.00	\$2,800.00	\$1,328.00	\$2,656.00	\$1,156.00	\$2,312.00	\$1,500.00	\$3,000.00
23	467	SET (Type II)(30")(RCP)(3:1)(C) With Pipe Runners	EA	16.00	\$2,400.00	\$38,400.00	\$1,474.00	\$23,584.00	\$1,298.00	\$20,768.00	\$1,650.00	\$26,400.00
24	467	SET (Type II)(30")(RCP)(4:1)(C) With Pipe Runners	EA	20.00	\$2,600.00	\$52,000.00	\$1,721.00	\$34,420.00	\$1,542.00	\$30,840.00	\$1,900.00	\$38,000.00
25	467	SET (Type II)(36")(RCP)(3:1)(C) With Pipe Runners	EA	8.00	\$3,400.00	\$27,200.00	\$1,921.50	\$15,372.00	\$1,643.00	\$13,144.00	\$2,200.00	\$17,600.00
26	467	SET (Type II)(36")(RCP)(4:1)(C) With Pipe Runners	EA	10.00	\$3,800.00	\$38,000.00	\$2,234.00	\$22,340.00	\$1,968.00	\$19,680.00	\$2,500.00	\$25,000.00
27	467	SET (Type II)(42")(RCP)(3:1)(C) With Pipe Runners	EA	5.00	\$4,200.00	\$21,000.00	\$2,596.50	\$12,982.50	\$2,293.00	\$11,465.00	\$2,900.00	\$14,500.00
28	467	SET (Type II)(42")(RCP)(4:1)(C) With Pipe Runners	EA	5.00	\$4,600.00	\$23,000.00	\$2,915.00	\$14,575.00	\$2,530.00	\$12,650.00	\$3,300.00	\$16,500.00
29	467	SET (Type II)(24")(RCP)(6:1)(P) With Pipe Runners	EA	139.00	\$1,200.00	\$166,800.00	\$1,423.50	\$197,866.50	\$1,247.00	\$173,333.00	\$1,600.00	\$222,400.00
30	467	SET (Type II)(30")(RCP)(6:1)(P) With Pipe Runners	EA	22.00	\$2,200.00	\$48,400.00	\$2,240.00	\$49,280.00	\$2,080.00	\$45,760.00	\$2,400.00	\$52,800.00
31	467	SET (Type II)(36")(RCP)(6:1)(P) With Pipe Runners	EA	4.00	\$3,000.00	\$12,000.00	\$3,230.00	\$12,920.00	\$2,760.00	\$11,040.00	\$3,700.00	\$14,800.00
32	467	SET (Type II)(30")(RCP)(4:1)(P) With Pipe Runners	EA	2.00	\$3,500.00	\$7,000.00	\$1,796.00	\$3,592.00	\$1,592.00	\$3,184.00	\$2,000.00	\$4,000.00
33	467	SET (Type II)(42")(RCP)(4:1)(P) With Pipe Runners	EA	4.00	\$4,000.00	\$16,000.00	\$3,242.50	\$12,970.00	\$3,085.00	\$12,340.00	\$3,400.00	\$13,600.00

BID TABULATION

Project Name: Old Needville Fairchild Road From Fm 361 Or Fairchilds Long Point Road To Needville City Limits (690' North Of Antonio Street)
 APIN: Remove & Reconstruct Existing Pavement with 6' Shoulders Date to Advertise: 06/04/19
 Job No: 13109 Bid Opening Date: 07/09/19
 Consultant: Huitt-Zollars

Item No	Spec No.	Description	UOM	Estimated Quantity	Engineer's Estimate		Avg of Two Low Bidders		James Construction Group, LLC		Durwood Greene Construction	
					Grand Total=	\$8,306,286.50	Grand Total=	\$7,016,094.39	Grand Total=	\$6,704,724.71	Grand Total=	\$7,327,464.07
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
34	493	Riprap Gradation No.1 (18" Thick)	SY	355.00	\$150.00	\$53,250.00	\$114.50	\$40,647.50	\$104.00	\$36,920.00	\$125.00	\$44,375.00
35	555	Ditch Regrading	LF	33,317.00	\$10.00	\$333,170.00	\$0.73	\$24,154.83	\$0.45	\$14,992.65	\$1.00	\$33,317.00
				Subtotal of Item B		\$1,401,210.00		\$1,070,583.80		\$918,936.65		\$1,222,230.95
C	SUBGRADE & PAVING											
36	TxDOT Item 216 6001	Proof Rolling	HR	86.00	\$150.00	\$12,900.00	\$98.00	\$8,428.00	\$96.00	\$8,256.00	\$100.00	\$8,600.00
37	220	Lime Stabilized Subgrade (8")	SY	82,481.00	\$5.00	\$412,405.00	\$4.00	\$329,924.00	\$4.00	\$329,924.00	\$4.00	\$329,924.00
38	221	Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	2,178.00	\$170.00	\$370,260.00	\$191.50	\$417,087.00	\$193.00	\$420,354.00	\$190.00	\$413,820.00
39	250	HMAC Base Course for Roadway (8")	TON	33,514.00	\$70.00	\$2,345,980.00	\$71.50	\$2,396,251.00	\$69.00	\$2,312,466.00	\$74.00	\$2,480,036.00
40	250	HMAC Base Course for Driveways (6")	TON	1,121.00	\$70.00	\$78,470.00	\$83.00	\$93,043.00	\$86.00	\$96,406.00	\$80.00	\$89,680.00
41	310	Prime Coat (MC-30) for Base Course (0.30 GAL/SY)	GAL	24,144.00	\$3.75	\$90,540.00	\$2.13	\$51,306.00	\$3.25	\$78,468.00	\$1.00	\$24,144.00
42	340	HMAC-Tack Coat (0.15 GAL/SY)	GAL	12,072.00	\$3.00	\$36,216.00	\$2.63	\$31,689.00	\$2.25	\$27,162.00	\$3.00	\$36,216.00
43	340	HMAC Type "D" Surface Course (2.5" Thick) for Roadways and Driveways	TON	11,066.00	\$90.00	\$995,940.00	\$83.75	\$926,777.50	\$82.50	\$912,945.00	\$85.00	\$940,610.00
44	495	Full Depth Sawcut	LF	220.00	\$15.00	\$3,300.00	\$14.50	\$3,190.00	\$14.00	\$3,080.00	\$15.00	\$3,300.00
				Subtotal of Item C	0.00	\$0.00		\$4,257,695.50		\$4,189,061.00		\$4,326,330.00
D	TRAFFIC CONTROL											
45	671	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	12.00	\$10,000.00	\$120,000.00	\$1,600.00	\$19,200.00	\$2,000.00	\$24,000.00	\$1,200.00	\$14,400.00
45A	6001-6001	Portable Changeable Message Sign	DAY	45.00	\$0.00	\$0.00	\$295.50	\$13,297.50	\$91.00	\$4,095.00	\$500.00	\$22,500.00
46	665	Work Zone Pvmnt Mkgs - Non-Remov (W) 4" (SLD)	LF	35,921.00	\$1.00	\$35,921.00	\$0.24	\$8,621.04	\$0.26	\$9,339.46	\$0.22	\$7,902.62
47	665	Work Zone Pvmnt Mkgs - Remov (W) 4" (SLD)	LF	36,000.00	\$1.00	\$36,000.00	\$0.62	\$22,140.00	\$0.51	\$18,360.00	\$0.72	\$25,920.00
48	665	Work Zone Pvmnt Mkgs - Remov (W) 24" (SLD)	LF	170.00	\$9.00	\$1,530.00	\$9.38	\$1,593.75	\$3.75	\$637.50	\$15.00	\$2,550.00
				Subtotal of Item D		\$193,451.00		\$64,852.29		\$56,431.96		\$73,272.62
E	SIGNING AND STRIPING											
49	624	Aluminum Signs (Ground Mounted)- Furnish & Install	EA	23.00	\$450.00	\$10,350.00	\$596.33	\$13,715.48	\$392.65	\$9,030.95	\$800.00	\$18,400.00
50	660	ReflectORIZED Pavement Markings - Type I (24") (WHITE) (SOLID)	LF	135.00	\$7.00	\$945.00	\$7.58	\$1,022.63	\$5.15	\$695.25	\$10.00	\$1,350.00
51	660	ReflectORIZED Pavement Markings - Type I (8") (WHITE) (SOLID)	LF	750.00	\$1.50	\$1,125.00	\$1.48	\$1,106.25	\$1.45	\$1,087.50	\$1.50	\$1,125.00
52	660	ReflectORIZED Pavement Markings - Type I (4") (WHITE) (SOLID)	LF	36,734.00	\$1.00	\$36,734.00	\$0.48	\$17,448.65	\$0.50	\$18,367.00	\$0.45	\$16,530.30
53	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	LF	7,350.00	\$1.00	\$7,350.00	\$0.48	\$3,528.00	\$0.51	\$3,748.50	\$0.45	\$3,307.50
54	660	ReflectORIZED Pavement Markings - Type I (4") (YELLOW) (DASHED)	LF	4,986.00	\$1.25	\$6,232.50	\$0.58	\$2,866.95	\$0.70	\$3,490.20	\$0.45	\$2,243.70
55	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA	5.00	\$130.00	\$650.00	\$167.50	\$837.50	\$135.00	\$675.00	\$200.00	\$1,000.00
56	660	ReflectORIZED Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied	EA	5.00	\$100.00	\$500.00	\$162.50	\$812.50	\$125.00	\$625.00	\$200.00	\$1,000.00
57	663	ReflectORIZED Pavement Markers Type II-A-A - Furnish & Install	EA	816.00	\$3.00	\$2,448.00	\$4.45	\$3,631.20	\$3.90	\$3,182.40	\$5.00	\$4,080.00
58	663	ReflectORIZED Pavement Markers Type II-C-R - Furnish & Install	EA	40.00	\$4.00	\$160.00	\$7.00	\$280.00	\$4.00	\$160.00	\$10.00	\$400.00
				Subtotal of Item E	0.00	\$66,494.50		\$45,249.15		\$41,061.80		\$49,436.50
G	STORM WATER POLLUTION PREVENTION PLAN											
59	713	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	4,200.00	\$3.00	\$12,600.00	\$5.04	\$21,168.00	\$6.08	\$25,536.00	\$4.00	\$16,800.00
60	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	420.00	\$15.00	\$6,300.00	\$29.00	\$12,180.00	\$32.00	\$13,440.00	\$26.00	\$10,920.00

BID TABULATION

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					Grand Total=	\$8,306,286.50	Grand Total=	\$7,016,094.39	Grand Total=	\$6,704,724.71	Grand Total=	\$7,327,464.07
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
61	750	Rock Filter Dam (Type 2; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	495.00	\$10.00	\$4,950.00	\$75.50	\$37,372.50	\$91.00	\$45,045.00	\$60.00	\$29,700.00
62	Project Manual	TPDES General Permit No. TRX150000; Notice of Intent (NOI) Application Fee	EA	2.00	\$325.00	\$650.00	\$812.50	\$1,625.00	\$1,300.00	\$2,600.00	\$325.00	\$650.00
63	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	LS	1.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Subtotal of Item G				0.00	\$0.00	\$30,500.00		\$78,345.50		\$92,621.00		\$64,070.00
H	** EXTRA WORK ITEMS											
64	340	Extra Roadway Base with Hot Mix Asphaltic Base Course	TON	500.00	\$70.00	\$35,000.00	\$78.25	\$39,125.00	\$82.50	\$41,250.00	\$74.00	\$37,000.00
65	Project Manual	Mowing Project Site	CYCLE	12.00	\$25.00	\$300.00	\$685.00	\$8,220.00	\$670.00	\$8,040.00	\$700.00	\$8,400.00
66	436	Well Pointing (Min. Bid \$15/LF)	LF	200.00	\$15.00	\$3,000.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
67	559	Construction Safety Fence	LF	1,000.00	\$10.00	\$10,000.00	\$2.00	\$2,000.00	\$0.50	\$500.00	\$3.50	\$3,500.00
68	672	Off-Duty Uniformed Peace Office - As Directed by Engineer (Min. Bid \$25/HR)	HR	200.00	\$25.00	\$5,000.00	\$35.00	\$7,000.00	\$45.00	\$9,000.00	\$25.00	\$5,000.00
69	130	Borrow	CY	10,000.00	\$12.00	\$120,000.00	\$4.00	\$40,000.00	\$7.00	\$70,000.00	\$1.00	\$10,000.00
Subtotal of Item H				0.00	\$0.00	\$173,300.00		\$100,345.00		\$133,790.00		\$66,900.00

06/06/19

Fort Bend County, Texas
Invitation for Bid



**Construction of Old Needville Fairchilds Road From FM 361 to 690' Northeast of Antonia Street for Fort Bend County Bond Project 13109 and 17109
BID 19-073**

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, July 9, 2019
2:00 PM (Central)

MARK ENVELOPE:

BID 19-073
Needville Fairchilds Road

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@fortbendcountytexas.gov

Vendor Responsibilities:

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

Prepared: 6/6/19
Issued: 6/17/19

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@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Monday, July 1, 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 the construction of Old Needville Fairchilds Road from FM 361 to 690' Northeast of Antonia Street, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, June 25, 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 current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 10.2 At contract execution, contractor shall furnish County with 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 www.wdol.gov/dba.aspx.

General Decision Number: TX10038 01/04/2019 TX38

Superseded General Decision Number: TX20180056

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.

Prepared: 6/6/19

Issued: 6/17/19

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98	
ELECTRICIAN	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	\$ 12.34	
Structures	\$ 12.23	
LABORER		
Asphalt Raker	\$ 12.36	
Flagger	\$ 10.33	
Laborer, Common	\$ 11.02	
Laborer, Utility	\$ 11.73	
Pipelayer	\$ 12.12	
Work Zone Barricade Servicer	\$ 11.67	
PAINTER (Structures)	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	\$ 14.06	
Asphalt Paving Machine	\$ 14.32	
Broom or Sweeper	\$ 12.68	
Concrete Pavement Finishing Machine	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine	\$ 11.71	
Concrete Saw	\$ 13.99	
Crane, Hydraulic 80 Tons or less	\$ 13.86	

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

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

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

is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

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

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

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

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

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

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

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to**

perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.

14.3 Standards for Review and Approval.

- 14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.
- 14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.
- 14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.
- 14.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

- 14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an

adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

- 14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.
- 14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.
- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if

approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.
- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the

substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

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

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

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

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents,

representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

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

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

20.0 RECORDS:

20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

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

23.0 MODIFICATIONS:

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

24.0 SILENCE OF SPECIFICATIONS:

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

25.0 SEVERABILITY:

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

26.0 GOVERNING FORMS:

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

27.0 TAX EXEMPT:

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

28.0 ENTIRE AGREEMENT:

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

29.0 APPLICABLE LAW AND VENUE

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

30.0 ENCLOSURE:

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

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 365 calendar days (maximum of 365 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/filinginfo/1295/>

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: B19-073

34.2.3 Description is the title of the solicitation: Construction of Old Needville Fairchilds Road From FM 361 to 690' Northeast of Antonia Street for Fort Bend County Bond Project 13109 and 17109

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 Vendor Form

36.2 W9 Form

36.3 Tax Form/Debt/Residence Certification

36.4 Contractor Acknowledgement of Stormwater Management Program

36.5 No Bid Questionnaire (if applicable)

Table of Contents

- I. List of Technical Specifications
- II. Bid Forms
- III. Summary of Work
- IV. Utility Adjustment Summary
- V. Geotechnical Report

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Debbie Kaminski, CPPB
County Purchasing Agent

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

June 27, 2019

TO: All Prospective Bidders

RE: Addendum No. 1 – Bid 19-073 Construction of Old Needville Fairchilds Road from FM 361 to 690' Northeast of Antonia Street for Fort Bend County Bond Project 13109 and 17109

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their solicitation response. Changes are to drawings and specs. Replaced bid pricing sheets in its entirety.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

James Construction Group, LLC

Company Name

July 1, 2019

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Assistant County Purchasing Agent

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Addendum Date: June 27, 2019

BID DOCUMENT NUMBER 19-073 OLD NEEDVILLE-FAIRCHILDS ROAD

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

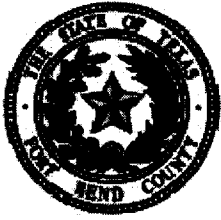
The modifications directed by this Addendum No 1 are described on this page and the following attachments:

1. Replace the Bid Form with the attached revised Bid Form, to address:
 - A Bid Item is added to the Traffic Control Section for Changeable Message Signs.
 - Bid Item revised for 36" RCP
2. Replace List of Specifications to add Item 6001 Portable Changeable Message Sign.
3. Replace Sheet 2-Index of Sheets to show the revised sheets.
4. Replace sheet 3 and add sheet 5A to add updated versions of Fort Bend County General Notes.
5. Replace the Plan and Profile Sheets with updated sheets that show the size of driveway pipe culverts to be removed. This is for information only and does not affect the bid items or quantities. Show Culverts lengthened at FM 361.
6. Replace sheet 119 to show lengthened culvert pipes at FM 361.

End of Addendum

COUNTY PURCHASING AGENT

Fort Bend County, Texas



Debbie Kaminski, CPPB
County Purchasing Agent

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

July 1, 2019

TO: All Prospective Bidders

RE: Addendum No. 2 – Bid 19-073 Construction of Old Needville Fairchilds Road from FM 361 to 690' Northeast of Antonia Street for Fort Bend County Bond Project 13109 and 17109

Addendum 2:

Attached is addendum 2. Vendors are to use the Addendum 2 document while preparing their solicitation response. Answers to questions.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

James Construction Group, LLC

Company Name

July 2, 2019

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Assistant County Purchasing Agent

ADDENDUM NUMBER 2 TO THE BID DOCUMENTS

Addendum Date: July 1, 2019

BID DOCUMENT NUMBER 19-073 OLD NEEDVILLE-FAIRCHILDS ROAD

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

The modifications directed by this Addendum No 2 are described on this page. Shown below are written questions submitted by bidders and responses.

1. Do you want to put prime coat MC-30 (.30 gal/sy), item 41 on top of the Black Base?
Response: *Fort Bend County uses Harris County Standard Specifications. Item 340 states that tack coats and prime coats will be measured and paid for at the contract unit price bid per gallon for tack or prime coat. The Engineer in conjunction with the Construction Manager and Contractor can determine the reasonable rate of application for the surface conditions and the Contractor will be compensated by the gallon applied. Please bid the item as specified and an application rate adjustment can be made, if needed, during the construction phase.*
2. Can we get a excel spreadsheet as bid form? **Response:** *Fort Bend County does not issue electronic based bidding sheets.*

End of Addendum




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)	James Construction Group, LLC	
Business Name (if different from legal name)		
Federal ID # or S.S. # 38-3424695	DUNS # 03-733-4179	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>PRIM</u>	
Remittance Address	6130 FM 2218	
City/State/Zip	Richmond, TX 77469	
Physical Address	6130 FM 2218	
City/State/Zip	Richmond, TX 77469	
Phone/Fax Number	Phone: <u>281-342-9314</u> Fax: <u>281-342-9774</u>	
Contact Person	Eric Suarez	
E-mail	esuarez@prim.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> Certification # _____ SBE-Small Business Enterprise <input type="checkbox"/> Certification # _____ HUB -Texas Historically Underutilized Business <input type="checkbox"/> Certification # _____ WBE-Women's Business Enterprise <input type="checkbox"/> Certification # _____	
Company's gross annual receipts	<\$500,000 <input type="checkbox"/>	\$500,000-\$4,999,999 <input type="checkbox"/>
	\$5,000,000-\$16,999,999 <input type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>
	>\$22,400,000 <input checked="" type="checkbox"/>	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name	Mark W. Buchanan	
Title	President	
Date	7/9/19	

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="border: 1px solid black; padding: 2px;">James Construction Group, LLC</div>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <div style="border: 1px solid black; padding: 2px;">18484 E Petroleum Drive</div>	Requester's name and address (optional)
	6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px;">Baton Rouge, LA 70809</div>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 7/9/19
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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/w9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. 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 (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

What Name and Number To Give the Requester

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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. 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

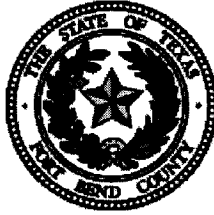
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment 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.

ATTACHMENT TO TAX FORM/DEBT/RESIDENCE CERTIFICATION

TAX PAYER ID NUMBER: 38-3424695
COMPANY NAME: JAMES CONSTRUCTION GROUP, LLC

FORT BEND COUNTY TAX ACCOUNT NUMBER	PROPERTY ADDRESS OR LOCATION
0083-00-000-0092-901	939 HIGHWAY 36
0083-00-000-1581-901	939 HIGHWAY 36
0391-00-008-0289-901	6130 FM 2218 RD, RICHMOND, TX 77469
0083-00-000-0090-901	939 HIGHWAY 36
0083-00-000-0191-901	939 HIGHWAY 36
0083-00-000-1580-901	939 HIGHWAY 36, ROSENBERG, TX 77471
0131-00-009-0126-901	6150 FM 2218 RD, RICHMOND, TX 77469
0391-00-008-0291-901	6150 FM 2218 RD, RICHMOND, TX 77469
0391-00-008-0330-901	6022 FM 2218 RD, RICHMOND, TX 77469

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

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

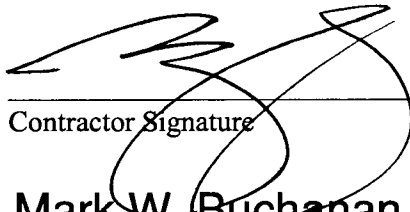
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels,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

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

James Construction Group, LLC

(Company/Contractor)

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



Contractor Signature

7/9/19

Date

Mark W. Buchanan

Printed Name

President

Title

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
James Construction Group, LLC
18484 E. Petroleum Drive
Baton Rouge, LA 70809

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Halls Mill Rd., 2nd FL-N
Whitehouse Station, NJ 08889

Continental Casualty Company
333 S. Wabash Avenue
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Fort Bend County
301 Travis, Suite 201
Richmond, TX 77469

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:


(Name, location or address, and Project number, if any)
Construction of Old Needville Fairchilds Road from FM 361 to 690 Northeast of Antonio Street; Project 13109 and 17109; Fort Bend County, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of June, 2019



(Witness)

James Construction Group, LLC

(Principal)


(Seal)



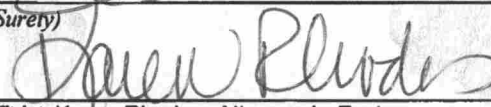
(Title) Mark Buchanan - President

Federal Insurance Company & Continental Casualty Company

(Surety)



(Witness) Trisha Chang



(Title) Karen Rhodes, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

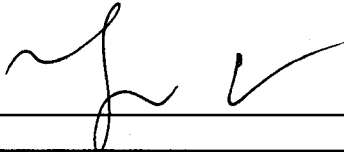
On June 24, 2019 before me, Trisha Chang, Notary Public
(insert name and title of the officer)

personally appeared Karen Rhodes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

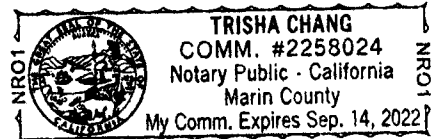
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Trisha Chang, Michael Brophy McGowan, Susan J. McGowan, Karen Rhodes and Jon Richard Sullivan of Novato, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of November, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 24, 2019**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Susan J Mc Gowan, Jon Richard Sullivan, Karen Rhodes, Trisha Chang, Individually

of Novato, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of October, 2018.

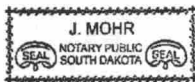


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of October, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of June, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



References

Texas Department of Transportation
1512 FM 102
Wharton, TX 77488
Ryan Simper, PE
Resident Engineer
(979) 632-3141

City of Richmond
109 N 8th Street
Richmond, TX 77469
Jim Whitehead
Assistant Director of Public Works
(281) 342-0559

Texas Department of Transportation
4235 SH 36 S
Rosenberg, TX 77471
Grady Mapes, P.E.
Resident Engineer
(281) 238-7900



RESOLUTION OF THE BOARD OF MANAGERS OF
JAMES CONSTRUCTION GROUP, LLC

DATED June 4, 2019

The undersigned, being all of the members of the Board of Managers of James Construction Group, LLC, a Florida limited liability company duly formed and validly existing under the laws of the State of Florida (the "Company"), pursuant to the authority granted in the Operating Agreement of the Company, do hereby consent to the adoption of the following resolutions, and do hereby adopt such resolutions:

BE IT RESOLVED that the following individuals are the approved slate of officers of James Construction Group, LLC and each is authorized and has the power to bind the Company by entering in any contract or be executing any instrument in the name of the Company, and such authority is general and not confined to specific instances, and shall continue until modified by resolution;

David King	CEO
Mark W. Buchanan	President
Blanche Arceneaux	Chief Financial Officer – Eastern Group
John M. Perisich	Executive Vice President/Secretary
Scott Adair	Sr. Vice-President
Jonas Beatty	Vice-President Infrastructure & Maintenance Division
Dave Van Dam	Vice President
Mitchell Bernhard	Vice President

BE IT FURTHER RESOLVED that the following individuals are the approved slate of managers of James Construction Group, LLC.

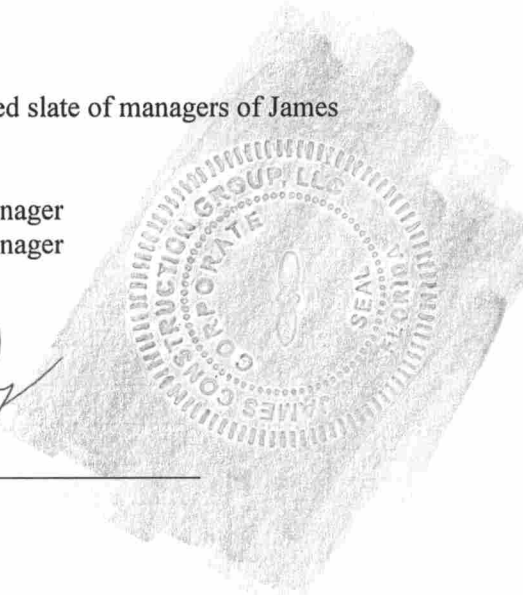
David King	Manager	Ken Dodgen	Manager
Mark Buchanan	Manager	John M. Perisich	Manager

David King

Ken Dodgen

Mark Buchanan

John M. Perisich



LIST OF HARRIS COUNTY SPECIFICATIONS

Project: Old Needville Fairchild Road
Engineer : HUITT ZOLLARS, INC

ITEM NO.	SPEC NO.	SPECIFICATION SECTION
1	Drawing	Project Sign
2	102	Clearing and Grubbing
3	104	Removing Old Concrete
4	110	Roadway Excavation
5	120	Channel Excavation
6	132	Embankment
7	160	Topsoil
8	162	Sodding
9	165	Hydromulch Seeding
10	220	Lime Stabilized Subgrade
11	221	Hydrated Lime and Slurry
12	250	HMAC Base Course
13	310	Prime Coat Sealer
14	340	Hot Mix-Hot Laid Asphaltic Concrete
15	429	Trench Safety System
16	436	Well Pointing
17	433	Cement Stabilized Sand Bedding and Backfill Material
18	460	Reinforced Concrete Pipe
19	463	SET
20	465	Remove Pipe
21	493	Riprap
22	495	Sawcut
23	500	Remove Relocate Signs
24	540	Remove and Dispose Existing Asphaltic Surface and Base Material
25	550	Existing Fences and Gates
26	559	Construction Safety Fence
25	561	Video Construction Recording
26	624	Aluminum Signs
27	660	Reflectorized Pavement Markings
28	663	Pavement Markers
29	665	Work Zone Pavement Markings
30	671	Traffic Control
31	672	Flagmen
32	713	Reinforced Filter Fabric Barrier
33	724	Stabilized Construction Access
34	750	Rock Filter Dam
35	751	SWPPP Inspection and Maintenance

Summary of Work – Old Needville Fairchild Road

The scope of work for the above project includes the removal of existing asphalt pavement and existing driveways, culvert removal of various sizes, and the removal of relocation of existing mail boxes.

The scope includes reconstructing the existing 20' wide asphalt roadway with a proposed asphalt roadway with two 12' wide lanes and 4' shoulders. Exclusive left turn lanes are included at the intersections of Jeske Road, Oberrender Road, and at FM 361 with Old Needville Fairchild Road. The proposed roadway section has a 2 ½" inch wearing surface on an 8" HMAC base course.

The scope includes the installation of 24-inch thru 42-inch culverts for driveways, roadways, and cross-culverts. All Safety end Treatments will have pipe runners. All driveway culverts shall be 6:1 slope unless otherwise noted on the plans.

The scope also includes the regrading of four ditches from Old Needville Fairchild Road to Fairchilds Creek.

Traffic Control, Permanent Signing and Striping, and Storm Water Pollution Prevention is also included as part of the scope for this project.

Contractor to ensure he or she is familiar with the Utility Summary Package included in the Project Manual. The Utility Summary Package includes information on contact personnel regarding various private utilities and utilities to remain or to be relocated.

**Old Needville-Fairchilds Road
FBC 13109
Utility Adjustment Summary**

1. **Consolidated Communications:** Existing Underground cable along entire north side of ONFR is being replaced. Consolidated is scheduled for completion by July 1, 2019.
2. **Center Point Energy-Electric Transmission:** The Transmission poles line running the length of the project on the south side of ONFR will remain in place. Three transmission poles are slated for adjustment. These three poles are clear of the roadway pavement for ONFR but fall within the radius returns at three intersections. CPE has scheduled relocation but due to pole delivery delays it could require up to 14 months to complete the relocation.
3. **Center Point Energy -Electric Distribution:** Approximately 24 distribution poles are scheduled for relocation. Of these, 20 are smaller service drop poles that are located near the old north right of way line. They are being adjusted by CPE out to the new north right of way line. These occur primarily in the developed areas along ONFR and are largely absent in the areas current under agricultural use. Between Jeske Road and Oberrender Road there is a 5,300-foot-long length of the roadway with only three service pole drops which are located in the north shoulder. This includes a 4,100-foot-long section with no power pole relocations. The Contractor can begin work in this area with no utility delays.
4. **Enterprise Products Pipelines:** Fort Bend County has received a LONO for the pair of Enterprise pipelines near station 136+20. Enterprise must be notified before grading or pavement work is done over their lines.
5. **Chevron-Phillips Pipeline:** A Chevron Phillips is located at station 176+40. The existing line is cased with vent pipes at each end of the casing. The casing on the south side is clear of the roadway and shoulder pavement. The casing on the north side is located within the proposed shoulder. Chevron Phillips plans to extend the casing but has not verified a completion date. Until Chevron adjusts this vent pipe the contractor must leave a pavement "leave-out" at the vent pipe location. The ditches high point at this line so ditch grading at this location will be minimal.
6. **Phonoscope –** The existing HUB Box near the beginning of the project is to remain in place as called on the drawings, aerial adjustments will be handled by PS Lightwave.
7. **PS Lightwave –** Their line is attached to the CPE transmission and distribution pole line most if which remains in place. PS Lightwave will adjust and attached lines within four (4) weeks of the CPE pole adjustment.
8. **Comcast:** Comcast facilities are located from the begin point near Needville to approximately 1370 feet west of Padon Road and do not appear to conflict with the proposed construction.

Old Needville Fairchild
 Expected Utility Clear Dates
 Status of Coordination

Utility Company	Expected Clear Date	Status/Schedule	Date	Utility Company Project ID's	Notes
AT&T	n/a	Not in AT&T service area	5/14/2019		
Centerpoint Energy Electric - Distribution		Funding transactions in progress	5/14/2019	JU-M-17-112	check for distribution is ready for pick up at the county; will develop a construction phasing plan to work around utilities
Centerpoint Energy Electric - Transmission		Funding transactions in progress	5/14/2019	JU-M-17-112	3 transmission poles to be relocated; roadway can be built but not final ditch grading while poles are being relocated (at pole location)
Centerpoint Energy Gas	n/a	No conflict, LONO 1/30/2019	5/14/2019	Gas ID#1403404080	
Chevron Phillips (same as Phillipps 66)		Phillips Engr reviewing project	5/14/2019		can build road while Phillips extend casing (one vent pipe is clear of construction area; second vent pipe needs to be moved a few feet)
Comcast		60-90 days after CNPE field work complete	5/14/2019	JT # 78658	All Comcast facilities are approx 1370' south of Padon Road and do not appear to be in conflict; Comcast has hired their consultant to review project based on Centerpoint's data
City of Needville (Kelly Kaluza Design Engineer rep)	n/a	No conflict	5/14/2019		
Consolidated Communications	7/1/2019	Scheduled to be clear 7/1/2019	5/14/2019		July 1st scheduled completion still looks favorable
Enterprise Products		No conflict, LONO 4/17/2019	5/14/2019		
Phonoscope (coordinate through PS Lightwave)		2-4 weeks after CPNE	5/14/2019		Existing HUB boxes at beginning of project to remain; aerial relocations taken over by PS Lightwave
PS Lightwave		2-4 weeks after CPNE	5/14/2019		

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
1	16+13.97	INSIDE	T	REM		
2	16+97.22	INSIDE	T	REM		
END OF TRANSITION						
3	17+00.07	INSIDE	SP	ADJ	SERVICE DROP IN ROW	IN NORTH SHOULDER
4	18+34.00	INSIDE	SP	ADJ	SERVICE DROP IN ROW	IN NORTH SHOULDER
5	18+51.97	INSIDE	T	REM		
6	22+54.84	INSIDE	T	REM		
7	24+74.68	INSIDE	SP	ADJ	SERVICE DROP ESMT ?	IN NORTH SHOULDER
8	24+74.98	INSIDE	D	REM		
9	26+54.86	INSIDE	T	REM		
10	30+54.03	INSIDE	T	REM		
11	34+36.51	INSIDE	T	REM		
12	34+49.02	INSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
13	35+69.69	INSIDE	D	REM		
14	35+75.62	INSIDE	SP	ADJ	SERVICE DROP ESMT	EDGE OF NORTH SHOULDER
15	38+35.28	INSIDE	T	ADJ	TRANS RD CONFLICT	
PADON ROAD						
16	39+09.82	INSIDE	D	ADJ	DIST LINE RD CONFLICT	IN CONFLICT W/ PADON RD
17	39+10.64	INSIDE	D	ADJ	DIST LINE RD CONFLICT	IN CONFLICT W/ PADON RD
18	42+02.40	INSIDE	T	REM		
19	45+63.39	INSIDE	T	REM		

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
20	49+15.42	INSIDE	T	REM		
21	51+03.13	INSIDE	SP	ADJ	SERVICE DROP IN ROW	CLEAR OF RDWY CONSTRUCTION
22	53+20.79	INSIDE	T	REM		
23	53+27.33	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	NOT IN WAY OF CONSTRUCTION
24	57+16.63	INSIDE	T	REM		
25	61+17.92	INSIDE	T	REM		
26	65+17.63	INSIDE	T	REM		
27	67+93.82	INSIDE	D	REM		
28	67+93.82	INSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
29	68+80.88	INSIDE	T	REM		
30	68+84.80	INSIDE	SP	ADJ	SERVICE DROP IN ROW	IN NORTH SHOULDER
31	72+38.94	INSIDE	T	REM		
32	72+73.17	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
33	75+79.77	INSIDE	T	REM		
34	79+82.27	INSIDE	T	REM		
35	83+86.07	INSIDE	T	REM		
36	87+79.55	INSIDE	T	REM		
37	91+26.54	INSIDE	D	ADJ	DIST LINE RD CONFLICT	
JESKE ROAD						
38	91+97.81	INSIDE	SP	ADJ	SERVICE DROP IN ROW	IN RADIUS RETURN JESKE
39	92+02.95	INSIDE	T	ADJ	TRANS RD CONFLICT	MAY TAKE 12 MONTHS-TRANS

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
40	93+21.74	INSIDE	D	REM		
41	95+31.53	INSIDE	SP	ADJ	SERVICE DROP ESMT?	IN NORTH SHOULDER
42	96+02.47	INSIDE	T	REM		
43	100+22.87	INSIDE	T	REM		
44	100+27.22	INSIDE	SP	ADJ	SERVICE DROP IN ROW	IN NORTH SHOULDER
45	104+24.16	INSIDE	T	REM		
46	108+18.65	INSIDE	T	REM		
47	110+92.76	INSIDE	D	REM		
48	111+51.93	INSIDE	T	REM		<<----->> JESKE TO OBERENDER (4 POLES IN SHOULDER) (53 STATIONS)
49	114+79.35	INSIDE	T	REM		
50	118+11.88	INSIDE	T	REM		
51	121+43.99	INSIDE	T	REM		
52	124+59.49	INSIDE	T	REM		
53	127+68.92	INSIDE	T	REM		
54	131+73.73	INSIDE	T	REM		
55	135+98.20	INSIDE	T	REM		
56	139+97.26	INSIDE	T	REM		
57	140+90.47	INSIDE	SP	ADJ	SERVICE DROP ESMT?	
58	140+92.04	INSIDE	D	REM		
59	143+77.30	INSIDE	T	ADJ	TRANS RD CONFLICT	

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
60	143+92.38	INSIDE	D	ADJ	DIST LINE RD CONFLICT	IN SW RADIUS RETURN OBRDR
OBERRENDER ROAD						
61	147+02.42	INSIDE	D	REM		
62	147+04.97	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	JUST OUTSIDE PROP SHOULDER
63	147+64.95	INSIDE	T	REM		
64	150+78.87	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
65	151+16.51	INSIDE	T	REM		
66	152+96.07	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
67	152+96.62	INSIDE	D	REM		
68	154+55.63	INSIDE	T	REM		
69	154+63.45	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
70	157+11.33	OUTSIDE	SP	ADJ	SERVICE DROP ESMT	JUST OFF SHOULDER
71	157+13.33	INSIDE	D	REM		
72	158+59.08	INSIDE	T	REM		
73	160+98.07	INSIDE	D	REM		
74	161+54.20	INSIDE	SP	ADJ	SERVICE DROP ESMT?	IN NORTH SHOULDER
75	162+62.00	INSIDE	T	REM		
76	166+08.17	INSIDE	SP	ADJ	SERVICE DROP ESMT	OFF NORTH SHOULDER
77	166+66.16	INSIDE	T	REM		
78	167+56.28	INSIDE	D	ADJ	SERVICE DROP IN ROW	IN NORTH SHOULDER
79	167+82.93	INSIDE	D	REM		

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
80	170+68.64	INSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
81	170+80.35	INSIDE	T	REM		
82	172+94.83	INSIDE	D	REM		
83	174+00.93	INSIDE	T	REM		
84	177+40.61	INSIDE	T	REM		
85	181+38.74	INSIDE	T	REM		
86	181+59.27	INSIDE	D	REM		
87	185+29.52	INSIDE	T	REM		
88	187+42.60	INSIDE	D	REM		
89	189+33.38	INSIDE	SP	ADJ	SERVICE DROP ESMT	IN NORTH SHOULDER
90	189+44.88	INSIDE	T	REM		
91	193+47.87	INSIDE	T	REM		
92	195+75.83	INSIDE	D	REM		
93	196+67.54	INSIDE	D	ADJ	DIST LINE RD CONFLICT	IN CONFLICT W/ RADIUS
94	196+68.72	INSIDE	D	ADJ	DIST LINE RD CONFLICT	IN CONFLICT W/ RADIUS

POLE	DIST	TRANS	SP	TOTAL
ADJUST	7	3	23	33
REMAIN	15	46		61
TOTAL	22	49	23	94

POLE	DIST	TRANS	SP	TOTAL
INSIDE	22	49	16	87
OUTSIDE			7	7

POLE	DIST	TRANS	SP	TOTAL

OLD NEEDVILLE POWER POLE LOCATIONS

	STATION	EXIST ROW	POLE TYPE	REMAIN OR ADJUST	DESCRIPTION	IN CONFLICT W/ RDWY CONST
SERVICE DROP IN ROW	1		6	7		
SERVICE DROP ESMT ?			4	4		
SERVICE DROP ESMT			13	13		
TRANS RD CONFLICT		3		3		
DIST LINE RD CONFLICT	6			6		

Old Needville Fairchild Road - Bid Form

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
A Site Preparation and EACHrthwork						
1	Project Sign	100	EACH	2	x \$ 705.00 = \$	1,410.00
2	Clearing and Grubbing	102	STA	182	x \$ 1,000.00 = \$	182,000.00
3	Roadway Excavation Including 3" Topsoil	110	CY	60,421	x \$ 9.00 = \$	543,789.00
4	Embankment	130	CY	15,082	x \$ 6.00 = \$	90,492.00
5	Topsoil (4" Depth)	160	SY	109,482	x \$ 0.85 = \$	93,059.70
6	Sodding for Erosion Control (Various Widths)	162	SY	16,224	x \$ 4.25 = \$	68,952.00
7	Hydro-Mulch Seeding (Side Slopes and Ditches)	165	AC	23	x \$ 1,850.00 = \$	42,550.00
8	Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	465	LF	2,048	x \$ 3.95 = \$	8,089.60
9	Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	500	EACH	37	x \$ 245.00 = \$	9,065.00
10	Remove and Dispose Existing Driveways (All Materials)	540	SY	4,088	x \$ 5.00 = \$	20,440.00
11	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	540	SY	41,115	x \$ 5.00 = \$	205,575.00
12	Video Recording Construction	561	LS	1	x \$ 7,400.00 = \$	7,400.00
Subtotal of A						\$ 1,272,822.30
B Drainage						
13	Channel Excavation	120	CY	4,816	x \$ 13.00 = \$	62,608.00
14	Channel Excavation (Outfall Ditch 1)	120	CY	339	x \$ 17.00 = \$	5,763.00
15	Trench Safety System (5' to 10')	429	LF	4,493	x \$ 1.00 = \$	4,493.00
16	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	460	LF	2,160	x \$ 74.00 = \$	159,840.00
17	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	460	LF	1,278	x \$ 96.00 = \$	122,688.00
18	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	460	LF	650	x \$ 126.00 = \$	81,900.00
19	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	460	LF	450	x \$ 145.00 = \$	65,250.00
20	MANH (COMPL) (TY A)	465	EACH	1	x \$ 3,950.00 = \$	3,950.00
21	SET (Type II) (24")(RCP) (3:1)(C) With Pipe Runners	467	EACH	4	x \$ 1,004.00 = \$	4,016.00
22	SET (Type II) (24")(RCP) (4:1)(C) With Pipe Runners	467	EACH	2	x \$ 1,156.00 = \$	2,312.00
23	SET (Type II) (30")(RCP) (3:1)(C) With Pipe Runners	467	EACH	16	x \$ 1,298.00 = \$	20,768.00
24	SET (Type II) (30")(RCP) (4:1)(C) With Pipe Runners	467	EACH	20	x \$ 1,542.00 = \$	30,840.00
25	SET (Type II) (36")(RCP) (3:1)(C) With Pipe Runners	467	EACH	8	x \$ 1,643.00 = \$	13,144.00

Old Needville Fairchild Road - Bid Form

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity		Unit Price	Total Price
26	SET (Type II) (36")(RCP) (4:1)(C) With Pipe Runners	467	EACH	10	x	\$ 1,968.00 = \$	19,680.00
27	SET (Type II) (42")(RCP) (3:1)(C) With Pipe Runners	467	EACH	5	x	\$ 2,293.00 = \$	11,465.00
28	SET (Type II) (42")(RCP) (4:1)(C) With Pipe Runners	467	EACH	5	x	\$ 2,530.00 = \$	12,650.00
29	SET (Type II) (24")(RCP) (6:1)(P) With Pipe Runners	467	EACH	139	x	\$ 1,247.00 = \$	173,333.00
30	SET (Type II) (30")(RCP) (6:1)(P) With Pipe Runners	467	EACH	22	x	\$ 2,080.00 = \$	45,760.00
31	SET (Type II) (36")(RCP) (6:1)(P) With Pipe Runners	467	EACH	4	x	\$ 2,760.00 = \$	11,040.00
32	SET (Type II) (30")(RCP) (4:1)(P) With Pipe Runners	467	EACH	2	x	\$ 1,592.00 = \$	3,184.00
33	SET (Type II) (42")(RCP) (4:1)(P) With Pipe Runners	467	EACH	4	x	\$ 3,085.00 = \$	12,340.00
34	Riprap Gradation No.1 (18" Thick)	493	SY	355	x	\$ 104.00 = \$	36,920.00
35	Ditch Regrading	555	LF	33,317	x	\$ 0.45 = \$	14,992.65
Subtotal of B							\$ 918,936.65
C Subgrade & Paving							x =
36	Proof Rolling	TXDOT 216	HR	86	x	\$ 96.00 = \$	8,256.00
37	Lime Stabilized Subgrade (8")	220	SY	82,481	x	\$ 4.00 = \$	329,924.00
38	Hydrated Lime (Slurry) or Commercial Lime Slurry	221	TON	2,178	x	\$ 193.00 = \$	420,354.00
39	HMAC Base Course for Roadway (8")	250	TON	33,514	x	\$ 69.00 = \$	2,312,466.00
40	HMAC Base Course for Driveways (6")	250	TON	1,121	x	\$ 86.00 = \$	96,406.00
41	Prime Coat (MC-30) for Base Course (0.30 GAL/SY)	310	GAL	24,144	x	\$ 3.25 = \$	78,468.00
42	HMAC-Tack Coat (0.15 GAL/SY)	340	GAL	12,072	x	\$ 2.25 = \$	27,162.00
43	HMAC Type "D" Surface Course (2.5" Thick) for Roadways and Driveways	340	TON	11,066	x	\$ 82.50 = \$	912,945.00
44	Full Depth Sawcut	495	LF	220	x	\$ 14.00 = \$	3,080.00
Subtotal of C							\$ 4,189,061.00
D Traffic Control							
45	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	0671	MONTH	12	x	\$ 2,000.00 = \$	24,000.00
45A	Portable Changeable Message Sign	6001-6001	DAY	45	x	\$ 91.00 = \$	4,095.00
46	Work Zone Pvmnt Mkgs - Non-Remov (W) 4" (SLD)	0665	LF	35,921	x	\$ 0.26 = \$	9,339.46
47	Work Zone Pvmnt Mkgs - Remov (W) 4" (SLD)	0665	LF	36,000	x	\$ 0.51 = \$	18,360.00
48	Work Zone Pvmnt Mkgs - Remov (W) 24" (SLD)	0665	LF	170	x	\$ 3.75 = \$	637.50
Subtotal of D							\$ 56,431.96

Old Needville Fairchild Road - Bid Form

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
E <u>Signing and Striping</u>								
49	Aluminum Signs (Ground Mounted)- Furnish & Install	624	EACH	23	x	\$ 392.65	= \$	9,030.95
50	Reflectorized Pavement Markings - Type I (24") (WHITE) (SOLID)	660	LF	135	x	\$ 5.15	= \$	695.25
51	Reflectorized Pavement Markings - Type I (8") (WHITE) (SOLID)	660	LF	750	x	\$ 1.45	= \$	1,087.50
52	Reflectorized Pavement Markings - Type I (4") (WHITE) (SOLID)	660	LF	36,734	x	\$ 0.50	= \$	18,367.00
53	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	660	LF	7,350	x	\$ 0.51	= \$	3,748.50
54	Reflectorized Pavement Markings - Type I (4") (YELLOW) (DASHED)	660	LF	4,986	x	\$ 0.70	= \$	3,490.20
55	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	660	EACH	5	x	\$ 135.00	= \$	675.00
56	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow- LEFT - Furnish & Applied	660	EACH	5	x	\$ 125.00	= \$	625.00
57	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	663	EACH	816	x	\$ 3.90	= \$	3,182.40
58	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	663	EACH	40	x	\$ 4.00	= \$	160.00
Subtotal of E							\$	41,061.80
G <u>Stormwater Pollution Prevention Plan</u>								
59	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	713	LF	4,200	x	\$ 6.08	= \$	25,536.00
60	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	724	SY	420	x	\$ 32.00	= \$	13,440.00
61	Rock Filter Dam (Type 2; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	750	LF	495	x	\$ 91.00	= \$	45,045.00
62	TPDES General Permit No. TRX150000; Noticd of Intent (NOI) Application Fee	Project Manual	EACHCH	2	x	\$ 1,300.00	= \$	2,600.00
63	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	751	LS	1	x	\$ 6,000.00	= \$	6,000.00
Subtotal of G							\$	92,621.00

Old Needville Fairchild Road - Bid Form

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
H	**Extra Work Items					
64	Extra Roadway Base with Hot Mix Asphaltic Base Course	0340	TON	500	x \$ 82.50 = \$	41,250.00
65	Mowing Project Site	MANUAL	CYCLE	12	x \$ 670.00 = \$	8,040.00
66	Well Pointing (Min. Bid \$15/LF)	0436	LF	200	x \$ 25.00 = \$	5,000.00
67	Construction Safety Fence	0559	LF	1000	x \$ 0.50 = \$	500.00
68	Off-Duty Uniformed Peace Office - As Directed by Engineer (Min. Bid \$25/HR)	0672	HOUR	200	x \$ 45.00 = \$	9,000.00
69	Borrow	0130	CY	10000	x \$ 7.00 = \$	70,000.00
Subtotal of H						\$ 133,790.00
*** Grand Total (Items A-H)						\$ 6,704,724.71

Vendor to Initial Here:

