



COUNTY PURCHASING AGENT
Fort Bend County, Texas

42z

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	D&M Excavating, LLC		
Business Name (if different from legal name)			
Federal ID # or S.S. #	83-0923444	DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 1 year
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	6926 El Lago Drive		
City/State/Zip	Brownsville, TX 78526		
Physical Address	6926 El Lago Drive		
City/State/Zip	Brownsville, TX 78526		
Phone/Fax Number	Phone: 606-207-9043	Fax: _____	
Contact Person	Isaiah Davidson		
E-mail	isaiahtdavidson@yahoo.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____	
	SBE-Small Business Enterprise _____	Certification # _____	
	HUB -Texas Historically Underutilized Business _____	Certification # _____	
	WBE-Women's Business Enterprise _____	Certification # _____	
Company's gross annual receipts	<\$500,000 <input checked="" type="checkbox"/>	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	238910, 213112, 561730		
Signature of Authorized Representative	<i>Isaiah Davidson</i>		
Printed Name	Isaiah Davidson		
Title	Managing Member		
Date	07/29/19		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, July 23, 2019 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

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

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is

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not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and

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after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an

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authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase

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request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by

modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or

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retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

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

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial

Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for the purpose of providing on-site clearing, grubbing, demolition and debris removal services for various road projects located in Fort Bend County, as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **October 1, 2019 through 31 March 2020**, renewable annually for four (4) years (through 31 March 2024) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

5.2.1 Name of governmental entity is to read: Fort Bend County.

5.2.2 Identification number used by the governmental entity is: B20-014.

5.2.3 Description is the title of the solicitation: On-site Clearing & Debris Removal for Road Projects.

5.3 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.

6.0 INSURANCE:

6.1 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.

6.2 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

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approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.3 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.
- 6.4 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.

7.0 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.

- 7.1 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.

Initials of Bidder: JD

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 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.
- 7.7 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.

8.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 8.1 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.
- 8.2 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

Initials of Bidder: JD

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

Initials of Bidder: JD

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.

Initials of Bidder: JD

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.

10.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

11.0 AWARD:

This contract will be awarded to a Primary and a Secondary contractor. On a case by case basis, should the Primary contractor be unable to perform the work required in a timely manner, the Secondary contractor will be contacted to accomplish the work.

12.0 PERFORMANCE AND PAYMENT BONDS:

Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of \$50,000.00 within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed

Initials of Bidder: ID

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.

13.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:

The work consists of "clearing of right-of way" at various jobsites:

- 13.1 Once the County designates the job location, the County shall communicate with the Contractor the specific job location.
- 13.2 The Contractor will provide their estimated cost and number of days for clearing each jobsite to the County within five (5) business days after receiving job location needing service.
- 13.3 County's approval of said cost and number of days estimate received from the awarded Vendor before beginning any work on jobsite is required.
- 13.4 The Contractor will coordinate with the Project surveyor to get the right-of-way staked.
- 13.5 The Contractor will perform clearing of right-of-way by tree, tree limb, brush cutting, all stump removal, and timber removal and disposal.
- 13.6 The Contractor is responsible for securing a staging area at a location to be approved by the County.
- 13.7 Hydro-excavating, grinding, and mulching is only permitted at the staging area.
- 13.8 Stump removal will be paid by the various diameters shown and include removal, back filling the resulting hole with cement stabilized sand, proof rolling, loading, hauling, and dumping of stumps, including the root ball. Stumps less than six (6) inches in diameter are considered incidental to the various items.
- 13.9 When the trees and stumps have been removed, the Contractor will fill the voids created by the stump removal with cement stabilized sand, as directed by the County. The entire site will then be proof-rolled to the satisfaction of the County. The cost of cement stabilization and proof-rolling will be included in the cost bid for "Clearing of the Right-of-Way."
- 13.10 The Contractor will provide traffic control in accordance with "Texas MUTCD," at all phases of construction, as necessary to perform the work.
- 13.11 If Contractor encounters items in the right-of-way that restrict his/her progress, the Contractor is to notify the County immediately.

Initials of Bidder: FD

- 13.12 The County may completely clear and stockpile trees, stumps, brush, and other wood debris. In that case, the Contractor will be required to remove, haul, and dispose of the stockpiled items to a site approved by the County.

14.0 CONSTRUCTION NOTES:

- 14.1 The Contractor shall be responsible for clearing the right-of-way by tree, tree limb, and brush cutting, stump and timber removal and disposal of all brush and debris within the right-of-way. The Contractor is responsible for verifying the actual limits of the clearing in the field.
- 14.2 The successful Contractor shall meet the following requirements (at minimum) and provide proof with bid submission:
- 14.2.1 A certified arborist in the state of Texas shall be an active and permanent employee of Contractor's staff.
- 14.2.2 The qualified Contractor shall have a minimum of three (3) years actual experience that is described in Harris County's Special Specification Item 8205.
- 14.3 The Contractor shall coordinate with the County's Project Surveyor, to get the right-of-way staked, and provide a line of demarcation for the proposed clearing activity. The County will provide the contact information to the contractor for the surveyor.
- 14.4 On some roads/jobsites, before any actual clearing activity is performed by the Contractor, the County will give notice that their in-house forces will make selective tree removal within the new right-of-way.
- 14.5 Within some right-of-way clearing jobsite or roads, the Contractor will be designated to remove existing fences and/or assigned the job of installing new fence along the right-of-way line. The removal of existing fences and installation of new fence shall only be implemented when the Contractor is given instructions to do so by the field engineer or job inspector.
- 14.6 The Contractor shall clear the right-of-way of all trees, brush, overhangs, and stumps of the trees, unless otherwise instructed. The stump and root system of trees on some projects may be left in place as directed by the field engineer or inspector. Grinding will not be permitted as a means of stump removal unless specifically approved, in writing, by the field engineer or inspector. The Contractor shall furnish all necessary labor crews and equipment to cut down, remove, and dispose of trees, brush, and any debris within the limits of the right-of-way.
- 14.7 Any additional laborer assigned to a crew with a supervisor must be approved by the County, and no more than eight (8) maximum laborers or workers per one supervisor

will be permitted.

14.8 The Contractor shall provide traffic control in accordance with "Texas MUTCD," during all phases of the work, within the proximity of the existing road pavement. Lane closure of the road is allowed only during off peak traffic hours.

14.9 The Contractor shall maintain good communication with the project inspector throughout all phases of the work. A field office and restroom are not required for this project.

14.10. The following attached drawings will be used as guidelines in this project:

Drawing Sheet No.	Title
TCP-16	One Lane Closure- Flagging Operation
TCP-17	Typical Flagging or Moving Operation

14.11 References to Harris County in the project documents are to be considered to mean Fort Bend County as appropriate.

14.12 Measurement and payment shall be as provided on the bid form in lieu of the terms specified in the various specifications. Payment for additional items not shown on the bid form shall be as approved by the County.

15.0 GENERAL INFORMATION:

15.1 The quantities provided in each Bid Item are for bid evaluation only. They represent the estimated number of each item to be used during a one (1) year period and the County reserves the right to adjust these quantities as needed.

15.2 The Contractor shall perform the work herein specified on as-needed basis, as determined by the County, on Rights-of-Way located within the County.

16.0 REFERENCES:

Bidders must list, below, a minimum of three (3) references with whom bidder has provided the service outlined herein during 2018 and/or 2019.

References: List three (3).

Company Name: Florida Materials
Address: 1648 Taylor Rd #207, Port Orange FL 32128
Contact Person: Bock Patel

Initials of Bidder: ID

Email Address: Bock@Floridamaterials.net
Phone Number: (386)-852-5219

Company Name: Palmetto Brush
Address: 1943 N Irby St, Florence SC 29501
Contact Person: Brandon Turbeville
Email Address: palmettobrush@gmail.com
Phone Number: (843) 230-8222

Company Name: Allen Construction
Address: 1240 Tower Rd, Owingsville KY 40360
Contact Person: Chris Allen
Email Address: camryn_allen@yahoo.com
Phone Number: (606) - 210-1147

17.0 ENCLOSURES:

- 17.1 Pricing Sheets
- 17.2 Flagging Operation Plan
- 17.3 Specification 421 – Structural Concrete
- 17.4 Specification 457 – Timber Preservation and Treatment
- 17.5 Specification 550 – Existing Fencing and Gates
- 17.6 Specification 554 – Wood Fencing
- 17.7 Specification 555 – Chain Link Fencing
- 17.8 Specification 556 – Five Strand Barbed Wire Fence
- 17.9 Specification 671 – Traffic Control
- 17.10 Specification Special Provision 671 – Traffic Control
- 17.11 Specification 672 – Flagmen

Initials of Bidder: JD

17.12 Specification 8205 – Clearing Right-of-Way

18.0 REQUIRED FORMS:

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

- 18.1 Vendor Form
- 18.2 Proof of Required Insurance
- 18.3 W9 Form
- 18.4 Tax Form/Debt/Residence Certification
- 18.5 Contractor Acknowledgement of Stormwater Management Program
- 18.6 No Bid Questionnaire if applicable
- 18.7 Proof of certified arborist as stated in 14.2.1
- 18.8 Proof of three (3) years experience as stated in 14.2.2

Initials of Bidder: JD



TIMMONS INSURANCE GROUP

715 Discovery Blvd Ste. 413 - Cedar Park, TX 78613

On this the 26th day of July 2019, Rigo Mejia (Owner/partner) representing D&M EXCAVATING (Company/Named Insured), has agreed to the following terms.

In the event that the companies bid is accepted they will provide the following in order to satisfy the contract:

- 1.) Worker's Compensation Insurance
2.) Employer's Liability Insurance with limits no 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.
3.) Commercial General Liability Insurance with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
4.) Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of \$1,000,000.
5.) All Additional insured requirements will be satisfied. Waiver of Subrogation requirements will be satisfied as well.

This insurance will be obtained and provided by Timmons Insurance Group, who is licensed to provide the above types of coverage in the State of Texas. Coverage will be obtained and in place by the beginning date of the contract.

[Signature of Named Insured]

Signature of Named Insured

July 26 2019

Date

[Signature of Agency Representative]

Signature of Agency Representative

7-26-2019

Date

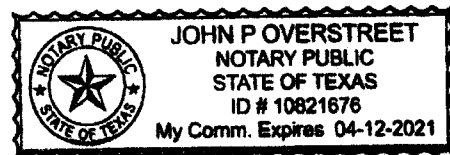
Sworn to and subscribed before me this 26th day of July 2019

My Commission expires

04/12/2021

[Signature of Notary Public]

Notary Public State of Texas



Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
D & M Excavating, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6926 El Lago Drive

6 City, state, and ZIP code
Brownsville, TX 78526

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
OR								
Employer identification number								
8	3	-	0	9	2	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 7/29/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.

Job No.: 20-014

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 83-0923444

Company Name submitting Bid/Proposal: D + M Excavating, LLC

Mailing Address: 6926 El Lago Dr, Brownsville, TX 78526

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

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

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

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

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

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

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

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

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that D + M Excavating, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Brownsville, Texas.
[Company Name] [City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

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

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

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

DHM Excavating, LLC
(Company/Contractor)

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

Isaiah Davidson
Contractor Signature

7/29/19
Date

Isaiah Davidson
Printed Name

Managing Member
Title



Terry Stamper

KY [REDACTED] A

Expiration

ISA Certified Arborist®

30 Jun 2020

International Society of **Arboriculture**



D&M Excavating LLC

Past Performance & Similar Experience

2017: Fort Bend TX - Right of Way for Crab River Road

D&M Excavating LLC was involved with managing parties of the Right of Way clearing of Crab River Road under TFR Enterprise. D&M Excavating LLC located the removal of trees West of Right of Way FM 2759 (Crab River Road) starting at FM 762 going North approximately 3800 feet to Rabbs Bayou. D&M Excavating LLC located the removal of trees East of the Right of Way of FM 762 starting at FM 2759 and approximately 11,000 feet to 1200 past the Lamar CISD Complex.

2018: Sugarmill Drive FL - 40 Acre Land Clearing for Florida Materials INC

D&M Excavating LLC in conjunction with Florida Materials INC cleared and ground 40 acres at Sugarmill Drive location for a housing development. The project was completed on schedule at 8 weeks. Equipment that was used to perform this job included (3) D6T Caterpillar Dozers (1) 6800 CBI Horizontal Grinder (2) Volvo EC220 Excavators (3) Link Belt 210 Excavator (2) 926M Caterpillar Wheel Loaders with a 10 man crew.

2018-2019: Panama City FL - Haul Off & Grinding Storm Debris Hurricane Michael

D&M Excavating LLC under Palmetto Brush Control was the lead site management for haul off and grinding debris after Hurricane Michael. Equipment used to perform this job was (1) 6800 CBI Horizontal Grinder (1) 6800 Terex Horizontal Grinder (2) 210 Case Excavators (2) 220 Volvo Wheel Loaders (6) Walking Floor Tractor Trailers. D&M Excavating LLC was responsible for grinding and the recycling of the vegetation for this specific job.

**Fort Bend County Pricing Form
Bid 20-014**

On-Site Clearing, Grubbing, Demolition and Debris Removal Services for Various Road Projects

Vendor Name: **D & M Excavating, LLC**

Item Number	Specification Item Number	Description	Estimated Annual Quantity	Unit Bid Price	Extended Pricing
Site Preparation					
1	SS8205 (550)(554)(555)(556)	Clearing of Right-of-Way Labor Crew 1: (one) 1 Supervisor and two (2) Laborers, per hour	340	\$ 145.00	\$ 49,300.00
2	SS8205 (550)(554)(555)(556)	Clearing of Right-of-Way Labor Crew 2: (one) 1 Supervisor and three (3) Laborers, per hour	660	\$ 165.00	\$ 108,900.00
3	SS8205 (550)(554)(555)(556)	Clearing of Right-of-Way Labor Crew 3: (one) 1 Supervisor and four (4) Laborers, per hour	340	\$ 250.00	\$ 85,000.00
4	SS8205 (550)(554)(555)(556)	Stump Removal (6 to 12-inch Diameter), per each	250	\$ 150.00	\$ 37,500.00
5	SS8205 (550)(554)(555)(556)	Stump Removal (13 to 24-inch Diameter), per each	250	\$ 220.00	\$ 55,000.00
6	SS8205 (550)(554)(555)(556)	Stump Removal (25 to 36-inch Diameter), per each	250	\$ 350.00	\$ 87,500.00
7	SS8205 (550)(554)(555)(556)	Stump Removal (37-inch or larger Diameter), per each	250	\$ 420.00	\$ 105,000.00
Total of Site Preparation:					\$ 528,200.00
Traffic Control					
8	671 (672)(SP 671) (Drawings)	Provide, Install and Remove per Jobsite, per each	10	\$ 2,500.00	\$ 25,000.00
Total of Traffic Control:					\$ 25,000.00

Item Number	Specification Item Number	Description	Estimated Annual Quantity	Unit Bid Price	Extended Pricing
Extra Work Items					
9	SS8205 (Construction Notes)	Clearing Right-of-Way, Additional Laborer (Assigned to crew w/Supervisor and approved by the Engineer), per hour	500	\$ 40.00	\$ 20,000.00
10	550 (554)(555)(556)	Removal, Disposal, Salvage, or Relocation of Existing Fences (All Kinds), per linear foot	5200	\$ 5.00	\$ 26,000.00
11	554 (421)(550)	Install Wood Fence, per linear foot	5200	\$ 22.00	\$ 114,400.00
12	555 (421)(550)	Install Chain Link Fence, including gates, per linear foot	5200	\$ 12.00	\$ 62,400.00
13	556 (421)(457)	Install Five Strand Barbed Wire Fence, per linear foot	5200	\$ 11.00	\$ 57,200.00
14	SS8205 (Construction Notes)	Debris Removal, Hauling, and Disposal, per cubic yard	3000	\$ 24.00	\$ 72,000.00
15	NA	7" X 10' Womanized Corner Posts, per each	100	\$ 80.00	\$ 8,000.00
16	NA	10' Tube Gate to include hinges, per each	10	\$ 850.00	\$ 8,500.00
17	NA	16' Tube Gate to include hinges, per each	10	\$ 1,360.00	\$ 13,600.00
18	NA	Net Wire Fencing, per linear foot	1000	\$ 12.00	\$ 12,000.00
<p>NOTE: THE ITEMS LISTED ABOVE ARE EXTRA WORK ITEMS AND ARE TO BE USED ONLY ON THE INSTRUCTIONS OF THE FIELD ENGINEER ON THE PROJECT. NO COMPENSATION WILL BE RECEIVED FOR ANY PART OF THESE ITEMS UNLESS THEY ARE ACTUALLY USED ON THE JOB UNDER THE DIRECTION OF THE FIELD ENGINEER. ANY ADDITIONAL ITEMS REQUIRED OVER AND ABOVE THOSE LISTED ABOVE WILL HAVE TO BE SECURED ON A CHANGE IN CONTRACT AND ARE NOT TO BE USED UNTIL SAME HAS BEEN APPROVED BY THE COUNTY AUDITOR. THE AMOUNT BID ON THE ABOVE LISTED ITEMS IS TO BE INCLUDED IN THE GRAND TOTAL OF THE CONTRACT.</p>					
Total of Extra Work Items:					\$ 394,100.00

Item Number	Demolition Services of Residential Structures with Pier and Beam or Concrete Slab Foundations		Estimated Annual Quantity	Unit Bid Price	Extended Pricing
Residential					
19	Pier and Beam	1 - 800 square feet, per square foot		\$ 8.00	\$ -
20	Pier and Beam	801 - 1500 square feet, per square foot		\$ 6.00	\$ -
21	Pier and Beam	1501 - 2200 square feet, per square foot		\$ 6.00	\$ -
22	Pier and Beam	2201 - 3000 square feet, per square foot		\$ 6.00	\$ -
23	Pier and Beam	3001 + square feet, per square foot		\$ 6.00	\$ -
24	Concrete Slab	1 - 800 square feet, per square foot		\$ 11.00	\$ -
25	Concrete Slab	801 - 1500 square feet, per square foot		\$ 9.00	\$ -
26	Concrete Slab	1501 - 2200 square feet, per square foot		\$ 9.00	\$ -
27	Concrete Slab	2201 - 3000 square feet, per square foot		\$ 9.00	\$ -
28	Concrete Slab	3001 + square feet, per square foot		\$ 9.00	\$ -
Commercial, up to 4 Floors/Stories					
29	Pier and Beam	1 - 1200 square feet, per square foot		\$ 12.00	\$ -
30	Pier and Beam	1201 - 2000 square feet, per square foot		\$ 10.00	\$ -
31	Pier and Beam	2001 - 4000 square feet, per square foot		\$ 10.00	\$ -
32	Pier and Beam	4001 - 6000 square feet, per square foot		\$ 10.00	\$ -
33	Pier and Beam	6001 + square feet, per square foot		\$ 10.00	\$ -
34	Concrete Slab	1 - 1200 square feet, per square foot		\$ 14.00	\$ -
35	Concrete Slab	1201 - 2000 square feet, per square foot		\$ 12.00	\$ -
36	Concrete Slab	2001 - 4000 square feet, per square foot		\$ 12.00	\$ -
37	Concrete Slab	4001 - 6000 square feet, per square foot		\$ 12.00	\$ -
38	Concrete Slab	6001 + square feet, per square foot		\$ 12.00	\$ -
Total of Demolition Services of Structures:					\$ -
Grand Total:					\$ 947,300.00

Total of Site Preparation:	\$	528,200.00
Total of Traffic Control:	\$	25,000.00
Total of Extra Work Items:	\$	394,100.00
Total of Demolition Services:	\$	-

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-537679

Date Filed:
09/09/2019

Date Acknowledged:
09/24/2019

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

D & M Excavating LLC
Brownsville, TX United States

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

Fort Bend County

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

20-014
On-Site Clearing, Grubbing, Demolition and Debris Removal Services for Various Fort Bend County Road Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mejia, Rigoberta	Brownsville, TX United States	X	
	Davidson, Isaiah	Salt Lick, KY United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)