

**Fort Bend County Tabulation**  
**Bid 22-032**  
**Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow**  
**Drive to 300 Feet North of Westheimer Parkway for Fort Bend County**  
**Mobility Bond Project No. 13312**

**Recommended: RAC Industries, LLC \$8,162,666.05**  
**Funding: Mobility Bonds**

| Company  | Bid Price       | Completion Time in<br>Calendar Days |
|--|-----------------|-------------------------------------|
| RAC Industries, LLC<br>Pasadena, TX            | \$8,162,666.05  | 420                                 |
| Allgood Construction Co., Inc.<br>Richmond, TX | \$9,138,311.93  | 450                                 |
| SER Construction Partners, LLC<br>Pasadena, TX | \$9,191,619.20  | 420                                 |
| Total Contracting Limited<br>Houston, TX       | \$10,675,256.13 | 450                                 |

| Item No.  | Spec. No.         | Item Description   | Unit Measure | Unit Quantity | RAC Industries, LLC. |                       | Allgood Construction Co., Inc. |                       | SER Construction Partners, LLC. |                       | Total Contracting Limited |                       |
|---|-------------------|--|--------------|---------------|----------------------|-----------------------|--------------------------------|-----------------------|---------------------------------|-----------------------|---------------------------|-----------------------|
|   |                   |  |              |               | Unit Price           | Total in Figures      | Unit Price                     | Total in Figures      | Unit Price                      | Total in Figures      | Unit Price                | Total in Figures      |
| <b>A. Site Preparation and Excavation Items</b>       |                   |  |              |               |                      |                       |                                |                       |                                 |                       |                           |                       |
| 1   | 102               | Clearing and Grubbing  | STA          | 64            | \$4,000.00           | \$256,000.00          | \$5,500.00                     | \$352,000.00          | \$8,550.00                      | \$547,200.00          | \$500.00                  | \$32,000.00           |
| 2   | 104               | Removing Old Concrete (Pavement)   | SY           | 1,031         | \$5.10               | \$5,258.10            | \$12.00                        | \$12,372.00           | \$14.40                         | \$14,846.40           | \$5.00                    | \$5,155.00            |
| 3   | 104               | Removing Old Concrete (Slope Paving)   | SY           | 532           | \$3.00               | \$1,596.00            | \$12.00                        | \$6,384.00            | \$7.40                          | \$3,936.80            | \$5.00                    | \$2,660.00            |
| 4   | 104               | Removing Old Concrete (Sidewalk)   | SY           | 63            | \$10.00              | \$630.00              | \$12.00                        | \$756.00              | \$8.50                          | \$535.50              | \$5.00                    | \$315.00              |
| 5   | 104               | Removing Old Concrete (Riprap)   | SY           | 720           | \$3.30               | \$2,376.00            | \$12.00                        | \$8,640.00            | \$7.70                          | \$5,544.00            | \$5.00                    | \$3,600.00            |
| 6   | 110               | Roadway Excavation Including 3" Topsoil                                      | CY           | 8,246         | \$20.00              | \$164,920.00          | \$15.26                        | \$125,833.96          | \$20.40                         | \$168,218.40          | \$15.00                   | \$123,690.00          |
| 7   | 120               | Channel Excavation   | CY           | 3,496         | \$27.00              | \$94,392.00           | \$24.00                        | \$83,904.00           | \$23.30                         | \$81,456.80           | \$20.00                   | \$69,920.00           |
| 8   | 130               | Borrow   | CY           | 6,772         | \$25.00              | \$169,300.00          | \$14.40                        | \$97,516.80           | \$22.50                         | \$152,370.00          | \$25.00                   | \$169,300.00          |
| 9   | 434               | Flowable Fill  | CY           | 15            | \$230.00             | \$3,450.00            | \$210.00                       | \$3,150.00            | \$240.00                        | \$3,600.00            | \$400.00                  | \$6,000.00            |
| 10  | 465               | Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)            | LF           | 2,465         | \$23.00              | \$56,695.00           | \$24.00                        | \$59,160.00           | \$34.00                         | \$83,810.00           | \$10.00                   | \$24,650.00           |
| 11  | 495               | Remove Old Structures - Safety End Treatment (All Sizes)                     | EA           | 22            | \$290.00             | \$6,380.00            | \$540.00                       | \$11,880.00           | \$740.00                        | \$16,280.00           | \$500.00                  | \$11,000.00           |
| 12  | 495               | Removing Old Structures - Flex Beam Guard Rail                               | LF           | 510           | \$5.00               | \$2,550.00            | \$5.04                         | \$2,570.40            | \$4.80                          | \$2,448.00            | \$15.00                   | \$7,650.00            |
| 13  | 495               | Removing Old Structures - Concrete Bridge                                    | EA           | 1             | \$35,700.00          | \$35,700.00           | \$144,000.00                   | \$144,000.00          | \$39,000.00                     | \$39,000.00           | \$50,000.00               | \$50,000.00           |
| 14  | 495               | Removing Old Structures - Inlets (All Depths)                                | EA           | 3             | \$290.00             | \$870.00              | \$540.00                       | \$1,620.00            | \$990.00                        | \$2,970.00            | \$1,000.00                | \$3,000.00            |
| 15  | 495               | Removing Old Structures - Manholes (All Depths)                              | EA           | 1             | \$290.00             | \$290.00              | \$540.00                       | \$540.00              | \$980.00                        | \$980.00              | \$2,000.00                | \$2,000.00            |
| 16  | 495               | Removing Old Structures - Box Culvert  | LF           | 76            | \$150.00             | \$11,400.00           | \$120.00                       | \$9,120.00            | \$110.00                        | \$8,360.00            | \$50.00                   | \$3,800.00            |
| 17  | 495               | Removing Old Structures - Junction Box                                       | EA           | 1             | \$590.00             | \$590.00              | \$6,000.00                     | \$6,000.00            | \$6,500.00                      | \$6,500.00            | \$5,000.00                | \$5,000.00            |
| 18  | 500               | Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs                | EA           | 7             | \$140.00             | \$980.00              | \$168.00                       | \$1,176.00            | \$160.00                        | \$1,120.00            | \$350.00                  | \$2,450.00            |
| 19  | 540               | Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths) | SY           | 17,259        | \$3.50               | \$60,406.50           | \$3.00                         | \$51,777.00           | \$5.30                          | \$91,472.70           | \$5.00                    | \$86,295.00           |
| 20  | 550               | Remove and Dispose Fence (All Types)   | LF           | 1,400         | \$7.00               | \$9,800.00            | \$3.00                         | \$4,200.00            | \$5.80                          | \$8,120.00            | \$15.00                   | \$21,000.00           |
| 21  | 671               | Fort Bend Project Sign (Place, Maintain and Remove)                          | EA           | 2             | \$760.00             | \$1,520.00            | \$1,176.00                     | \$2,352.00            | \$870.00                        | \$1,740.00            | \$1,500.00                | \$3,000.00            |
| <b>SUBTOTAL SITE PREPARATION AND EXCAVATION ITEMS</b> |                   |  |              |               |                      | <b>\$885,103.60</b>   |                                | <b>\$984,952.16</b>   |                                 | <b>\$1,240,508.60</b> |                           | <b>\$632,485.00</b>   |
| <b>B. Pavement Items</b>                              |                   |  |              |               |                      |                       |                                |                       |                                 |                       |                           |                       |
| 22  | 220               | Lime Stabilized Subgrade (8" Depth)  | SY           | 14,005        | \$4.40               | \$61,622.00           | \$3.60                         | \$50,418.00           | \$5.50                          | \$77,027.50           | \$6.00                    | \$84,030.00           |
| 23  | 221               | Hydrated Lime (Slurry) or Commercial Lime Slurry                             | TON          | 298           | \$190.00             | \$56,620.00           | \$217.20                       | \$64,725.60           | \$205.00                        | \$61,090.00           | \$200.00                  | \$59,600.00           |
| 24  | 223               | Lime-Fly Ash Stabilized Subgrade (8" Depth)                                  | SY           | 7,900         | \$4.40               | \$34,760.00           | \$3.60                         | \$28,440.00           | \$5.50                          | \$43,450.00           | \$6.00                    | \$47,400.00           |
| 25  | 223               | Fly Ash for Stabilized Subgrade  | TON          | 218           | \$190.00             | \$41,420.00           | \$114.00                       | \$24,852.00           | \$103.00                        | \$22,454.00           | \$200.00                  | \$43,600.00           |
| 26  | 250               | HMAC Base Course (Black Base) (8")   | TON          | 411           | \$90.00              | \$36,990.00           | \$126.00                       | \$51,786.00           | \$160.00                        | \$65,760.00           | \$160.00                  | \$65,760.00           |
| 27  | 340               | Hot Mix - Hot Laid Asphaltic Concrete (2")                                   | TON          | 103           | \$110.00             | \$11,330.00           | \$128.40                       | \$13,225.20           | \$160.00                        | \$16,480.00           | \$160.00                  | \$16,480.00           |
| 28  | 360               | Concrete Pavement (8") (3500 PSI Comp Strength)                              | SY           | 23,504        | \$56.00              | \$1,316,224.00        | \$61.20                        | \$1,438,444.80        | \$60.80                         | \$1,429,043.20        | \$90.00                   | \$2,115,360.00        |
| 29  | 360               | Concrete Pavement (8") (High Early Strength)                                 | SY           | 219           | \$58.00              | \$12,702.00           | \$78.00                        | \$17,082.00           | \$127.50                        | \$27,922.50           | \$150.00                  | \$32,850.00           |
| 30  | 361               | Dowelling into Existing Pavement (5/8" diameter)                             | EA           | 300           | \$22.00              | \$6,600.00            | \$4.80                         | \$1,440.00            | \$7.30                          | \$2,190.00            | \$10.00                   | \$3,000.00            |
| 31  | 530               | Reinforced Concrete Curb (Doweled)   | LF           | 7             | \$5.00               | \$35.00               | \$6.00                         | \$42.00               | \$19.30                         | \$135.10              | \$100.00                  | \$700.00              |
| 32  | 530               | Reinforced Concrete Curb (6")  | LF           | 10,416        | \$1.50               | \$15,624.00           | \$3.60                         | \$37,497.60           | \$3.80                          | \$39,580.80           | \$6.00                    | \$62,496.00           |
| 33  | 530               | Reinforced Curb (9") (Including Transitions)                                 | LF           | 810           | \$2.50               | \$2,025.00            | \$12.00                        | \$9,720.00            | \$5.00                          | \$4,050.00            | \$10.00                   | \$8,100.00            |
| 34  | 530               | Reinforced Concrete Driveways (7")   | SY           | 1,564         | \$72.00              | \$112,608.00          | \$72.00                        | \$112,608.00          | \$76.00                         | \$118,864.00          | \$65.00                   | \$101,660.00          |
| 35  | 530               | ADA Ramp - Type 7  | EA           | 2             | \$2,000.00           | \$4,000.00            | \$1,620.00                     | \$3,240.00            | \$1,950.00                      | \$3,900.00            | \$2,500.00                | \$5,000.00            |
| 36  | 530               | Concrete Sidewalks (5'-0" Min)   | SY           | 25            | \$95.00              | \$2,375.00            | \$60.00                        | \$1,500.00            | \$93.00                         | \$2,325.00            | \$100.00                  | \$2,500.00            |
| 37  | TxDOT 432<br>6031 | Riprap (Stone Protection) (12 In)  | CY           | 1,305         | \$120.00             | \$156,600.00          | \$175.20                       | \$228,636.00          | \$100.00                        | \$130,500.00          | \$180.00                  | \$234,900.00          |
| 38  | TxDOT 432<br>6045 | Riprap (Mow Strip) (4 In)  | CY           | 31            | \$250.00             | \$7,750.00            | \$240.00                       | \$7,440.00            | \$470.00                        | \$14,570.00           | \$250.00                  | \$7,750.00            |
| 39  | TxDOT 459<br>6003 | Gabion Matresses (PVC) (12 In)   | SY           | 212           | \$240.00             | \$50,880.00           | \$252.00                       | \$53,424.00           | \$91.00                         | \$19,292.00           | \$200.00                  | \$42,400.00           |
| 40  | TxDOT 459<br>6010 | Gabions (PVC) (3 Ft x 3 Ft)  | CY           | 47.20         | \$260.00             | \$12,272.00           | \$480.00                       | \$22,656.00           | \$240.00                        | \$11,328.00           | \$200.00                  | \$9,440.00            |
| 41  | TxDOT 540<br>6001 | Metal Beam Guard Fence (Timber Post)   | LF           | 100           | \$40.00              | \$4,000.00            | \$66.00                        | \$6,600.00            | \$45.00                         | \$4,500.00            | \$100.00                  | \$10,000.00           |
| 42  | TxDOT 540<br>6007 | Metal Beam Guard Fence Transition (TL-2)                                     | EA           | 4             | \$3,100.00           | \$12,400.00           | \$1,800.00                     | \$7,200.00            | \$1,930.00                      | \$7,720.00            | \$1,500.00                | \$6,000.00            |
| 43  | TxDOT 544<br>6001 | Guardrail End Treatment (Install)  | EA           | 4             | \$2,000.00           | \$8,000.00            | \$3,840.00                     | \$15,360.00           | \$3,500.00                      | \$14,000.00           | \$1,500.00                | \$6,000.00            |
| <b>SUBTOTAL PAVEMENT ITEMS</b>                        |                   |  |              |               |                      | <b>\$1,966,837.00</b> |                                | <b>\$2,196,337.20</b> |                                 | <b>\$2,116,182.10</b> |                           | <b>\$2,965,026.00</b> |

| Item No.                     | Spec. No.      | Item Description  | Unit Measure | Unit Quantity | RAC Industries, LLC. |                     | Allgood Construction Co., Inc. |                       | SER Construction Partners, LLC. |                       | Total Contracting Limited |                       |
|------------------------------|----------------|---|--------------|---------------|----------------------|---------------------|--------------------------------|-----------------------|---------------------------------|-----------------------|---------------------------|-----------------------|
|                              |                |   |              |               | Unit Price           | Total in Figures    | Unit Price                     | Total in Figures      | Unit Price                      | Total in Figures      | Unit Price                | Total in Figures      |
| <b>C. Bridge Items</b>       |                |   |              |               |                      |                     |                                |                       |                                 |                       |                           |                       |
| 44                           | TxDOT 400 6005 | Cement Stabilized Abutment Backfill   | CY           | 103           | \$80.00              | \$8,240.00          | \$72.00                        | \$7,416.00            | \$102.00                        | \$10,506.00           | \$70.00                   | \$7,210.00            |
| 45                           | TxDOT 407 6005 | Steel Sheet Piling (PZ-22)  | SF           | 2,615         | \$44.00              | \$115,060.00        | \$48.00                        | \$125,520.00          | \$46.00                         | \$120,290.00          | \$65.00                   | \$169,975.00          |
| 46                           | TxDOT 416 6001 | Drill Shaft (18 In)   | LF           | 176           | \$95.00              | \$16,720.00         | \$120.00                       | \$21,120.00           | \$59.00                         | \$10,384.00           | \$120.00                  | \$21,120.00           |
| 47                           | TxDOT 416 6004 | Drill Shaft (36 In)   | LF           | 352           | \$200.00             | \$70,400.00         | \$396.00                       | \$139,392.00          | \$212.00                        | \$74,624.00           | \$400.00                  | \$140,800.00          |
| 48                           | TxDOT 416 6005 | Drill Shaft (42 In)   | LF           | 264           | \$240.00             | \$63,360.00         | \$408.00                       | \$107,712.00          | \$285.00                        | \$75,240.00           | \$650.00                  | \$171,600.00          |
| 49                           | TxDOT 420 6013 | CL C Conc (Abutment)  | CY           | 44.60         | \$850.00             | \$37,910.00         | \$1,800.00                     | \$80,280.00           | \$1,520.00                      | \$67,792.00           | \$1,500.00                | \$66,900.00           |
| 50                           | TxDOT 420 6025 | CL C Conc (Bent)  | CY           | 59.80         | \$1,100.00           | \$65,780.00         | \$1,800.00                     | \$107,640.00          | \$1,440.00                      | \$86,112.00           | \$1,500.00                | \$89,700.00           |
| 51                           | TxDOT 420 6064 | CL C (Coping)   | CY           | 12.04         | \$900.00             | \$10,836.00         | \$1,800.00                     | \$21,672.00           | \$2,340.00                      | \$28,173.60           | \$1,500.00                | \$18,060.00           |
| 52                           | TxDOT 422 6001 | Reinforced Concrete Slab  | SF           | 7,161         | \$20.00              | \$143,220.00        | \$24.00                        | \$171,864.00          | \$28.50                         | \$204,088.50          | \$27.00                   | \$193,347.00          |
| 53                           | TxDOT 422 6009 | Bridge Curb   | SF           | 682           | \$9.00               | \$6,138.00          | \$24.00                        | \$16,368.00           | \$12.70                         | \$8,661.40            | \$10.00                   | \$6,820.00            |
| 54                           | TxDOT 422 6013 | Bridge Sidewalk   | SF           | 1,679         | \$8.50               | \$14,271.50         | \$24.00                        | \$40,296.00           | \$8.50                          | \$14,271.50           | \$12.00                   | \$20,148.00           |
| 55                           | TxDOT 422 6015 | Approach Slab   | CY           | 70            | \$430.00             | \$30,100.00         | \$540.00                       | \$37,800.00           | \$570.00                        | \$39,900.00           | \$600.00                  | \$42,000.00           |
| 56                           | TxDOT 425 6035 | Prestr Conc Girder (TX28)   | LF           | 952.50        | \$180.00             | \$171,450.00        | \$288.00                       | \$274,320.00          | \$181.00                        | \$172,402.50          | \$270.00                  | \$257,175.00          |
| 57                           | TxDOT 442 6007 | Structural Steel (Miscellaneous, Non-Bridge)  | LB           | 208           | \$20.00              | \$4,160.00          | \$21.60                        | \$4,492.80            | \$24.00                         | \$4,992.00            | \$25.00                   | \$5,200.00            |
| 58                           | TxDOT 450 6006 | Rail (Type C223)  | LF           | 218           | \$120.00             | \$26,160.00         | \$126.00                       | \$27,468.00           | \$200.00                        | \$43,600.00           | \$180.00                  | \$39,240.00           |
| 59                           | TxDOT 450 6032 | Rail (Type T223)  | LF           | 218           | \$150.00             | \$32,700.00         | \$108.00                       | \$23,544.00           | \$136.00                        | \$29,648.00           | \$140.00                  | \$30,520.00           |
| 60                           | TxDOT 454 6001 | Sealed Expansion Joint (4") (SEJ-A)   | LF           | 58            | \$120.00             | \$6,960.00          | \$138.00                       | \$8,004.00            | \$205.00                        | \$11,890.00           | \$220.00                  | \$12,760.00           |
| <b>SUBTOTAL BRIDGE ITEMS</b> |                |   |              |               |                      | <b>\$823,465.50</b> |                                | <b>\$1,214,908.80</b> |                                 | <b>\$1,002,575.50</b> |                           | <b>\$1,292,575.00</b> |
| <b>D. Storm Sewer Items</b>  |                |   |              |               |                      |                     |                                |                       |                                 |                       |                           |                       |
| 61                           | 429            | Trench Safety System (5' to 10')  | LF           | 1,220         | \$7.30               | \$8,906.00          | \$1.20                         | \$1,464.00            | \$0.10                          | \$122.00              | \$0.01                    | \$12.20               |
| 62                           | 429            | Trench Safety System (10' to 15')   | LF           | 4,760         | \$12.00              | \$57,120.00         | \$1.20                         | \$5,712.00            | \$0.10                          | \$476.00              | \$0.01                    | \$47.60               |
| 63                           | 429            | Trench Safety System (15' to 20')   | LF           | 120           | \$20.00              | \$2,400.00          | \$1.20                         | \$144.00              | \$0.10                          | \$12.00               | \$0.01                    | \$1.20                |
| 64                           | 429            | Trench Safety System (Greater Than 20')   | LF           | 200           | \$39.00              | \$7,800.00          | \$1.20                         | \$240.00              | \$0.10                          | \$20.00               | \$0.01                    | \$2.00                |
| 65                           | 460 466        | Storm Sewer (18")   | LF           | 308           | \$66.00              | \$20,328.00         | \$58.27                        | \$17,947.16           | \$131.00                        | \$40,348.00           | \$105.00                  | \$32,340.00           |
| 66                           | 460 466        | Storm Sewer (24")   | LF           | 2,269         | \$82.00              | \$186,058.00        | \$70.60                        | \$160,191.40          | \$120.00                        | \$272,280.00          | \$115.00                  | \$260,935.00          |
| 67                           | 460 466        | Storm Sewer (30")   | LF           | 1,135         | \$100.00             | \$113,500.00        | \$89.18                        | \$101,219.30          | \$180.00                        | \$204,300.00          | \$130.00                  | \$147,550.00          |
| 68                           | 460 466        | Storm Sewer (36")   | LF           | 1,014         | \$130.00             | \$131,820.00        | \$105.31                       | \$106,784.34          | \$206.00                        | \$208,884.00          | \$175.00                  | \$177,450.00          |
| 69                           | 460 466        | Storm Sewer (42")   | LF           | 434           | \$170.00             | \$73,780.00         | \$143.11                       | \$62,109.74           | \$271.00                        | \$117,614.00          | \$200.00                  | \$86,800.00           |
| 70                           | 460 466        | Storm Sewer (48")   | LF           | 175           | \$190.00             | \$33,250.00         | \$162.30                       | \$28,402.50           | \$312.00                        | \$54,600.00           | \$230.00                  | \$40,250.00           |
| 71                           | 461            | Corrugated Metal Pipe (42") (Pre-coated) (Galvanized) (14 Gauge)  | LF           | 110           | \$180.00             | \$19,800.00         | \$210.00                       | \$23,100.00           | \$350.00                        | \$38,500.00           | \$220.00                  | \$24,200.00           |
| 72                           | 461            | Corrugated Metal Pipe (66") (Pre-coated) (Galvanized) (14 Gauge)  | LF           | 120           | \$220.00             | \$26,400.00         | \$240.00                       | \$28,800.00           | \$496.00                        | \$59,520.00           | \$350.00                  | \$42,000.00           |
| 73                           | 461            | Corrugated Metal Pipe (84") (Pre-coated) (Galvanized) (14 Gauge)  | LF           | 214           | \$360.00             | \$77,040.00         | \$330.00                       | \$70,620.00           | \$740.00                        | \$158,360.00          | \$450.00                  | \$96,300.00           |
| 74                           | 463            | SET (Type II) (24") (RCP) (6-1) (P) w/ Pipe Runner  | EA           | 5             | \$1,900.00           | \$9,500.00          | \$1,992.00                     | \$9,960.00            | \$2,740.00                      | \$13,700.00           | \$5,000.00                | \$25,000.00           |
| 75                           | 471            | Precast Concrete Manhole 4 ft Dia. (5 ft ≤ Depth ≤ 10 ft)   | EA           | 2             | \$5,300.00           | \$10,600.00         | \$4,176.00                     | \$8,352.00            | \$3,700.00                      | \$7,400.00            | \$6,000.00                | \$12,000.00           |
| 76                           | 471            | Precast Concrete Manhole 5 ft Dia. (5 ft ≤ Depth ≤ 10 ft) on Existing 30" Dia RCP Including Plug Removal, Grouting, Complete in Place | EA           | 1             | \$7,600.00           | \$7,600.00          | \$5,844.00                     | \$5,844.00            | \$4,800.00                      | \$4,800.00            | \$7,000.00                | \$7,000.00            |
| 77                           | 471            | Precast Concrete Manhole 5 ft Dia. (5 ft ≤ Depth ≤ 10 ft)   | EA           | 4             | \$7,000.00           | \$28,000.00         | \$5,364.00                     | \$21,456.00           | \$5,080.00                      | \$20,320.00           | \$6,200.00                | \$24,800.00           |
| 78                           | 471            | Precast Concrete Extra Depth Manhole 5 ft Dia (Depth>10 ft)   | EA           | 3             | \$9,000.00           | \$27,000.00         | \$5,742.00                     | \$17,226.00           | \$6,100.00                      | \$18,300.00           | \$6,300.00                | \$18,900.00           |
| 79                           | 471            | Precast Concrete Standard Manhole 6 ft Dia (5 ft ≤ Depth ≤ 10 ft)   | EA           | 7             | \$14,400.00          | \$100,800.00        | \$6,882.00                     | \$48,174.00           | \$6,300.00                      | \$44,100.00           | \$8,000.00                | \$56,000.00           |
| 80                           | 471            | Precast Concrete Extra Depth Manhole 6 ft Dia (Depth>10 ft)   | EA           | 4             | \$21,300.00          | \$85,200.00         | \$8,652.00                     | \$34,608.00           | \$8,400.00                      | \$33,600.00           | \$13,000.00               | \$52,000.00           |
| 81                           | 471            | Precast Concrete Standard Manhole 7 ft Dia (5 ft ≤ Depth ≤ 10 ft)   | EA           | 2             | \$9,400.00           | \$18,800.00         | \$14,400.00                    | \$28,800.00           | \$12,600.00                     | \$25,200.00           | \$14,500.00               | \$29,000.00           |
| 82                           | 471            | Precast Concrete Standard Manhole (5 ft ≤ Depth ≤ 10 ft) on BC  | EA           | 17            | \$8,400.00           | \$142,800.00        | \$2,244.00                     | \$38,148.00           | \$3,150.00                      | \$53,550.00           | \$2,500.00                | \$42,500.00           |
| 83                           | 471            | Precast Concrete Standard Manhole (Depth > 10 ft) on BC   | EA           | 2             | \$15,900.00          | \$31,800.00         | \$2,934.00                     | \$5,868.00            | \$3,860.00                      | \$7,720.00            | \$3,500.00                | \$7,000.00            |

| Item No.                          | Spec. No. | Item Description  | Unit Measure | Unit Quantity | RAC Industries, LLC. |                       | Allgood Construction Co., Inc. |                       | SER Construction Partners, LLC. |                       | Total Contracting Limited |                       |
|-----------------------------------|-----------|---|--------------|---------------|----------------------|-----------------------|--------------------------------|-----------------------|---------------------------------|-----------------------|---------------------------|-----------------------|
|                                   |           |   |              |               | Unit Price           | Total in Figures      | Unit Price                     | Total in Figures      | Unit Price                      | Total in Figures      | Unit Price                | Total in Figures      |
| 84                                | 471       | Precast Concrete Conflict Storm Sewer Manhole 4 ft Dia. (5 ft ≤ Depth ≤ 10 ft) on BC Including Split Casing on Existing 8-inch Sanitary Sewer, Casing Spacers, End Seals, Complete in Place | EA           | 1             | \$13,300.00          | \$13,300.00           | \$11,400.00                    | \$11,400.00           | \$5,350.00                      | \$5,350.00            | \$7,500.00                | \$7,500.00            |
| 85                                | 471       | Junction Box #1 (8'X5' BC X 2-66" CMP)  | EA           | 1             | \$21,400.00          | \$21,400.00           | \$91,662.00                    | \$91,662.00           | \$89,000.00                     | \$89,000.00           | \$100,000.00              | \$100,000.00          |
| 86                                | 471       | Junction Box #2 (9'X5' BC X 2-84" CMP)  | EA           | 1             | \$27,300.00          | \$27,300.00           | \$89,556.00                    | \$89,556.00           | \$88,000.00                     | \$88,000.00           | \$100,000.00              | \$100,000.00          |
| 87                                | 471       | Junction Box #3 (4-18" RCP X 36" RCP)   | EA           | 1             | \$6,300.00           | \$6,300.00            | \$27,894.00                    | \$27,894.00           | \$20,700.00                     | \$20,700.00           | \$40,000.00               | \$40,000.00           |
| 88                                | 471       | Junction Box #4 (30" RCP X 4-18" RCP)   | EA           | 1             | \$6,700.00           | \$6,700.00            | \$34,380.00                    | \$34,380.00           | \$26,140.00                     | \$26,140.00           | \$40,000.00               | \$40,000.00           |
| 89                                | 472       | Type C Inlet  | EA           | 43            | \$4,900.00           | \$210,700.00          | \$4,800.00                     | \$206,400.00          | \$5,400.00                      | \$232,200.00          | \$3,800.00                | \$163,400.00          |
| 90                                | 472       | Type C-2 Inlet  | EA           | 3             | \$6,700.00           | \$20,100.00           | \$5,610.00                     | \$16,830.00           | \$6,800.00                      | \$20,400.00           | \$5,000.00                | \$15,000.00           |
| 91                                | 472       | Type E Inlet  | EA           | 2             | \$4,600.00           | \$9,200.00            | \$5,916.00                     | \$11,832.00           | \$5,050.00                      | \$10,100.00           | \$3,500.00                | \$7,000.00            |
| 92                                | 472       | Type A Inlet  | EA           | 30            | \$3,500.00           | \$105,000.00          | \$3,000.00                     | \$90,000.00           | \$4,030.00                      | \$120,900.00          | \$3,000.00                | \$90,000.00           |
| 93                                | 473       | Adjusting Manhole   | EA           | 7             | \$1,100.00           | \$7,700.00            | \$300.00                       | \$2,100.00            | \$490.00                        | \$3,430.00            | \$250.00                  | \$1,750.00            |
| 94                                | 480       | Precast RCB (5' x 4')   | LF           | 408           | \$430.00             | \$175,440.00          | \$486.86                       | \$198,638.88          | \$473.00                        | \$192,984.00          | \$520.00                  | \$212,160.00          |
| 95                                | 480       | Precast RCB (5' x 5')   | LF           | 292           | \$460.00             | \$134,320.00          | \$551.35                       | \$160,994.20          | \$500.00                        | \$146,000.00          | \$540.00                  | \$157,680.00          |
| 96                                | 480       | Precast RCB (6' x 5')   | LF           | 600           | \$540.00             | \$324,000.00          | \$636.50                       | \$381,900.00          | \$600.00                        | \$360,000.00          | \$600.00                  | \$360,000.00          |
| 97                                | 480       | Precast RCB (7' x 5')   | LF           | 650           | \$630.00             | \$409,500.00          | \$681.97                       | \$443,280.50          | \$703.00                        | \$456,950.00          | \$750.00                  | \$487,500.00          |
| 98                                | 480       | Precast RCB (8' x 5')   | LF           | 751           | \$690.00             | \$518,190.00          | \$803.12                       | \$603,143.12          | \$803.00                        | \$603,053.00          | \$900.00                  | \$675,900.00          |
| 99                                | 480       | RCB (8' x 5') 45 Deg Bend   | EA           | 2             | \$1,200.00           | \$2,400.00            | \$6,424.99                     | \$12,849.98           | \$6,500.00                      | \$13,000.00           | \$12,000.00               | \$24,000.00           |
| 100                               | 480       | RCB Transition (from 5'x4' RCB to 5'x5' RCB)  | EA           | 1             | \$1,500.00           | \$1,500.00            | \$4,728.00                     | \$4,728.00            | \$6,600.00                      | \$6,600.00            | \$20,000.00               | \$20,000.00           |
| 101                               | 480       | RCB Transition (from 5'x5' RCB to 6'x5' RCB)  | EA           | 1             | \$2,000.00           | \$2,000.00            | \$5,220.00                     | \$5,220.00            | \$7,800.00                      | \$7,800.00            | \$20,000.00               | \$20,000.00           |
| 102                               | 480       | RCB Transition (from 6'x5' RCB to 7'x5' RCB)  | EA           | 1             | \$2,300.00           | \$2,300.00            | \$5,630.40                     | \$5,630.40            | \$8,900.00                      | \$8,900.00            | \$20,000.00               | \$20,000.00           |
| 103                               | 480       | RCB Transition (from 7'x5' RCB to 8'x5' RCB)  | EA           | 1             | \$2,900.00           | \$2,900.00            | \$6,292.80                     | \$6,292.80            | \$10,400.00                     | \$10,400.00           | \$20,000.00               | \$20,000.00           |
| 104                               | 491       | Reinforced Concrete Slope Paving (4")   | SY           | 987           | \$65.00              | \$64,155.00           | \$108.00                       | \$106,596.00          | \$58.00                         | \$57,246.00           | \$200.00                  | \$197,400.00          |
| <b>SUBTOTAL STORM SEWER ITEMS</b> |           |   |              |               |                      | <b>\$3,284,707.00</b> |                                | <b>\$3,336,498.32</b> |                                 | <b>\$3,862,879.00</b> |                           | <b>\$3,941,378.00</b> |

**E. Traffic Signal**

|     |                |                                    |    |     |             |             |             |             |             |             |             |             |
|-----|----------------|------------------------------------|----|-----|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 105 | TxDOT 416 6032 | Drill Shaft (Trf Sig Pole) (36 in) | LF | 43  | \$280.00    | \$12,040.00 | \$342.00    | \$14,706.00 | \$400.00    | \$17,200.00 | \$367.50    | \$15,802.50 |
| 106 | TxDOT 618 6046 | Conduit (PVC) (Sch 80) (2")        | LF | 40  | \$20.00     | \$800.00    | \$13.80     | \$552.00    | \$15.50     | \$620.00    | \$14.18     | \$567.20    |
| 107 | TxDOT 618 6053 | Conduit (PVC) (Sch 80) (3")        | LF | 90  | \$25.00     | \$2,250.00  | \$24.00     | \$2,160.00  | \$17.80     | \$1,602.00  | \$16.28     | \$1,465.20  |
| 108 | TxDOT 618 6054 | Conduit (PVC) (Sch 80) (3") (Bore) | LF | 400 | \$33.00     | \$13,200.00 | \$26.40     | \$10,560.00 | \$28.70     | \$11,480.00 | \$26.25     | \$10,500.00 |
| 109 | TxDOT 618 6058 | Conduit (PVC) (Sch 80) (4")        | LF | 25  | \$34.00     | \$850.00    | \$30.00     | \$750.00    | \$25.20     | \$630.00    | \$23.10     | \$577.50    |
| 110 | TxDOT 618 6059 | Conduit (PVC) (Sch 80) (4") (Bore) | LF | 400 | \$36.00     | \$14,400.00 | \$38.40     | \$15,360.00 | \$36.70     | \$14,680.00 | \$33.60     | \$13,440.00 |
| 111 | TxDOT 620 6009 | Elec Condr (No. 6) Bare            | LF | 810 | \$2.00      | \$1,620.00  | \$2.28      | \$1,846.80  | \$1.70      | \$1,377.00  | \$1.58      | \$1,279.80  |
| 112 | TxDOT 620 6011 | Elec Condr (No. 4) Bare            | LF | 20  | \$3.00      | \$60.00     | \$2.94      | \$58.80     | \$2.00      | \$40.00     | \$1.84      | \$36.80     |
| 113 | TxDOT 620 6012 | Elec Condr (No. 4) Insulated       | LF | 35  | \$3.30      | \$115.50    | \$3.12      | \$109.20    | \$2.90      | \$101.50    | \$2.63      | \$92.05     |
| 114 | TxDOT 621 6005 | Tray Cable (4 Condr) (12 Awg)      | EA | 700 | \$2.70      | \$1,890.00  | \$3.00      | \$2,100.00  | \$2.25      | \$1,575.00  | \$2.05      | \$1,435.00  |
| 115 | TxDOT 624 6010 | Ground Box Type D (162922) W/Apron | EA | 4   | \$1,400.00  | \$5,600.00  | \$2,370.00  | \$9,480.00  | \$1,550.00  | \$6,200.00  | \$1,417.50  | \$5,670.00  |
| 116 | TxDOT 680 6002 | Install Hwy Traf Sig (Isolated)    | EA | 1   | \$8,300.00  | \$8,300.00  | \$19,536.00 | \$19,536.00 | \$5,170.00  | \$5,170.00  | \$4,725.00  | \$4,725.00  |
| 117 | TxDOT 680 6004 | Remove Traf Signals                | EA | 1   | \$3,000.00  | \$3,000.00  | \$2,280.00  | \$2,280.00  | \$2,870.00  | \$2,870.00  | \$2,625.00  | \$2,625.00  |
| 118 | TxDOT 681 6001 | Temporary Traffic Signal           | EA | 1   | \$32,000.00 | \$32,000.00 | \$22,500.00 | \$22,500.00 | \$37,300.00 | \$37,300.00 | \$34,125.00 | \$34,125.00 |
| 119 | TxDOT 682 6001 | Veh Sig Sec (12") LED (Grn)        | EA | 2   | \$240.00    | \$480.00    | \$204.00    | \$408.00    | \$260.00    | \$520.00    | \$236.25    | \$472.50    |
| 120 | TxDOT 682 6002 | Veh Sig Sec (12") LED (Grn Arw)    | EA | 2   | \$240.00    | \$480.00    | \$204.00    | \$408.00    | \$260.00    | \$520.00    | \$236.25    | \$472.50    |
| 121 | TxDOT 682 6003 | Veh Sig Sec (12") LED (Yel)        | EA | 2   | \$240.00    | \$480.00    | \$204.00    | \$408.00    | \$260.00    | \$520.00    | \$236.25    | \$472.50    |
| 122 | TxDOT 682 6003 | Veh Sig Sec (12") LED (Yel Arw)    | EA | 4   | \$240.00    | \$960.00    | \$204.00    | \$816.00    | \$260.00    | \$1,040.00  | \$236.25    | \$945.00    |
| 123 | TxDOT 682 6005 | Veh Sig Sec (12") LED (Red)        | EA | 2   | \$240.00    | \$480.00    | \$204.00    | \$408.00    | \$260.00    | \$520.00    | \$236.25    | \$472.50    |
| 124 | TxDOT 682 6006 | Veh Sig Sec (12") LED (Red Arw)    | EA | 2   | \$240.00    | \$480.00    | \$204.00    | \$408.00    | \$260.00    | \$520.00    | \$236.25    | \$472.50    |

| Item No.                       | Spec. No.       | Item Description                           | Unit Measure | Unit Quantity | RAC Industries, LLC. |                     | Allgood Construction Co., Inc. |                     | SER Construction Partners, LLC. |                     | Total Contracting Limited |                     |
|--------------------------------|-----------------|--|--------------|---------------|----------------------|---------------------|--------------------------------|---------------------|---------------------------------|---------------------|---------------------------|---------------------|
|                                |                 |  |              |               | Unit Price           | Total in Figures    | Unit Price                     | Total in Figures    | Unit Price                      | Total in Figures    | Unit Price                | Total in Figures    |
| 125                            | TxDOT 682 6023  | Back Plate (12") (3 Sec)                   | EA           | 2             | \$65.00              | \$130.00            | \$108.00                       | \$216.00            | \$126.00                        | \$252.00            | \$115.50                  | \$231.00            |
| 126                            | TxDOT 682 6024  | Back Plate (12") (4 Sec)                   | EA           | 2             | \$120.00             | \$240.00            | \$120.00                       | \$240.00            | \$138.00                        | \$276.00            | \$126.00                  | \$252.00            |
| 127                            | TxDOT 684 6007  | Trf Sig Cbl (Type A)(12 Awg)(2 Condr)      | LF           | 365           | \$1.60               | \$584.00            | \$2.04                         | \$744.60            | \$2.10                          | \$766.50            | \$1.89                    | \$689.85            |
| 128                            | TxDOT 684 6009  | Trf Sig Cbl (Ty A)(12 Awg)(4 Condr)        | LF           | 390           | \$2.30               | \$897.00            | \$2.70                         | \$1,053.00          | \$2.25                          | \$877.50            | \$2.05                    | \$799.50            |
| 129                            | TxDOT 684 6012  | Trf Sig Cbl (Ty A)(12 Awg)(7 Condr)        | LF           | 1,435         | \$3.30               | \$4,735.50          | \$3.72                         | \$5,338.20          | \$2.40                          | \$3,444.00          | \$2.21                    | \$3,171.35          |
| 130                            | TxDOT 686 6035  | Ins Trf Sig Pl Am (S) 1 Arm (32') Lum      | EA           | 1             | \$14,400.00          | \$14,400.00         | \$15,180.00                    | \$15,180.00         | \$17,400.00                     | \$17,400.00         | \$15,939.00               | \$15,939.00         |
| 131                            | TxDOT 686 6047  | Ins Trf Sig Pl Am (S) 1 Arm (44') Lum      | EA           | 2             | \$17,600.00          | \$35,200.00         | \$17,520.00                    | \$35,040.00         | \$21,100.00                     | \$42,200.00         | \$19,299.00               | \$38,598.00         |
| 132                            | TxDOT 688 6001  | Ped Detect Push Button (APS)               | EA           | 2             | \$830.00             | \$1,660.00          | \$810.00                       | \$1,620.00          | \$746.00                        | \$1,492.00          | \$682.50                  | \$1,365.00          |
| 133                            | TxDOT 688 6003  | Ped Detect Controller Unit                 | EA           | 1             | \$3,900.00           | \$3,900.00          | \$3,450.00                     | \$3,450.00          | \$3,400.00                      | \$3,400.00          | \$3,097.50                | \$3,097.50          |
| 134                            | TxDOT 6002 6001 | VIVDS Processor System                     | EA           | 1             | \$3,200.00           | \$3,200.00          | \$4,350.00                     | \$4,350.00          | \$4,015.00                      | \$4,015.00          | \$3,675.00                | \$3,675.00          |
| 135                            | TxDOT 6002 6002 | VIVDS Camera Assembly                      | EA           | 4             | \$5,500.00           | \$22,000.00         | \$6,768.00                     | \$27,072.00         | \$2,065.00                      | \$8,260.00          | \$1,890.00                | \$7,560.00          |
| 136                            | TxDOT 6002 6003 | VIVDS Set-Up System                        | EA           | 1             | \$950.00             | \$950.00            | \$954.00                       | \$954.00            | \$575.00                        | \$575.00            | \$525.00                  | \$525.00            |
| 137                            | TxDOT 6002 6005 | VIVDS Communication Cable (Coaxial)        | LF           | 610           | \$2.00               | \$1,220.00          | \$3.18                         | \$1,939.80          | \$1.70                          | \$1,037.00          | \$1.58                    | \$963.80            |
| 138                            | TxDOT 6002 6007 | VIVDS Temporary                            | EA           | 1             | \$2,400.00           | \$2,400.00          | \$16,200.00                    | \$16,200.00         | \$14,000.00                     | \$14,000.00         | \$12,836.25               | \$12,836.25         |
| 139                            | TxDOT 6004 6031 | ITS Com Cbl (Ethernet)                     | LF           | 50            | \$10.00              | \$500.00            | \$2.64                         | \$132.00            | \$1.40                          | \$70.00             | \$1.31                    | \$65.50             |
| 140                            | TxDOT 6010 6001 | CCTV Field Equipment (Analog)              | EA           | 1             | \$3,500.00           | \$3,500.00          | \$5,400.00                     | \$5,400.00          | \$4,130.00                      | \$4,130.00          | \$3,780.00                | \$3,780.00          |
| 141                            | TxDOT 6010 6010 | CCTV Field Equipment (Analog) (Instl Only) | EA           | 1             | \$1,200.00           | \$1,200.00          | \$1,080.00                     | \$1,080.00          | \$1,600.00                      | \$1,600.00          | \$1,470.00                | \$1,470.00          |
| <b>SUBTOTAL TRAFFIC SIGNAL</b> |                 |  |              |               |                      | <b>\$196,202.00</b> |                                | <b>\$224,864.40</b> |                                 | <b>\$208,280.50</b> |                           | <b>\$190,667.30</b> |

**F. Signing and Striping Items**

|  |     |  |    |        |            |                    |          |                    |          |                    |          |                    |
|--|-----|--|----|--------|------------|--------------------|----------|--------------------|----------|--------------------|----------|--------------------|
| 142  | 624 | Aluminum Signs (Ground Mounted) - Furnish & Install  | EA | 31     | \$1,000.00 | \$31,000.00        | \$714.00 | \$22,134.00        | \$192.00 | \$5,952.00         | \$350.00 | \$10,850.00        |
| 143  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40') | LF | 225    | \$1.30     | \$292.50           | \$1.20   | \$270.00           | \$1.40   | \$315.00           | \$0.90   | \$202.50           |
| 144  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')  | LF | 248    | \$1.30     | \$322.40           | \$1.20   | \$297.60           | \$1.40   | \$347.20           | \$0.90   | \$223.20           |
| 145  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied                 | LF | 14,835 | \$0.49     | \$7,269.15         | \$1.02   | \$15,131.70        | \$0.55   | \$8,159.25         | \$0.70   | \$10,384.50        |
| 146  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied                  | LF | 1,355  | \$1.20     | \$1,626.00         | \$2.94   | \$3,983.70         | \$1.30   | \$1,761.50         | \$1.60   | \$2,168.00         |
| 147  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied                 | LF | 648    | \$2.30     | \$1,490.40         | \$4.14   | \$2,682.72         | \$2.60   | \$1,684.80         | \$3.50   | \$2,268.00         |
| 148  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied                 | LF | 601    | \$4.60     | \$2,764.60         | \$7.44   | \$4,471.44         | \$5.30   | \$3,185.30         | \$7.00   | \$4,207.00         |
| 149  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied                | LF | 727    | \$4.40     | \$3,198.80         | \$7.44   | \$5,408.88         | \$5.00   | \$3,635.00         | \$7.00   | \$5,089.00         |
| 150  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied                     | EA | 14     | \$120.00   | \$1,680.00         | \$258.00 | \$3,612.00         | \$132.00 | \$1,848.00         | \$190.00 | \$2,660.00         |
| 151  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied               | EA | 13     | \$110.00   | \$1,430.00         | \$216.00 | \$2,808.00         | \$121.00 | \$1,573.00         | \$175.00 | \$2,275.00         |
| 152  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) Single Arrow-RIGHT - Furnish & Applied              | EA | 1      | \$110.00   | \$110.00           | \$216.00 | \$216.00           | \$121.00 | \$121.00           | \$200.00 | \$200.00           |
| 153  | 660 | ReflectORIZED Pavement Markings Type I (Thermoplastic) Double Arrow-RIGHT - STRAIGHT - Furnish & Applied   | EA | 1      | \$190.00   | \$190.00           | \$240.00 | \$240.00           | \$212.00 | \$212.00           | \$225.00 | \$225.00           |
| 154  | 663 | ReflectORIZED Pavement Markers Type II-C-R - Furnish & Install   | EA | 126    | \$3.80     | \$478.80           | \$7.20   | \$907.20           | \$4.30   | \$541.80           | \$5.00   | \$630.00           |
| 155  | 663 | ReflectORIZED Pavement Markers Type I-C - Furnish & Install  | EA | 271    | \$3.80     | \$1,029.80         | \$7.20   | \$1,951.20         | \$4.30   | \$1,165.30         | \$5.00   | \$1,355.00         |
| 156  | 663 | ReflectORIZED Pavement Markers Type II-A Yellow - Furnish & Install  | EA | 1,167  | \$3.80     | \$4,434.60         | \$6.60   | \$7,702.20         | \$4.30   | \$5,018.10         | \$5.00   | \$5,835.00         |
| 157  | 663 | 4" Square 4-Way Blue ReflectORIZED Raised Traffic Markers (Type II) - Furnish and Install                  | EA | 4      | \$9.00     | \$36.00            | \$14.40  | \$57.60            | \$10.30  | \$41.20            | \$10.00  | \$40.00            |
| <b>SUBTOTAL SIGNING AND STRIPING ITEMS</b> |     |  |    |        |            | <b>\$57,353.05</b> |          | <b>\$71,874.24</b> |          | <b>\$35,560.45</b> |          | <b>\$48,612.20</b> |

| Item No.                              | Spec. No. | Item Description  | Unit Measure | Unit Quantity | RAC Industries, LLC. |                     | Allgood Construction Co., Inc. |                     | SER Construction Partners, LLC. |                     | Total Contracting Limited |                       |
|---------------------------------------|-----------|---|--------------|---------------|----------------------|---------------------|--------------------------------|---------------------|---------------------------------|---------------------|---------------------------|-----------------------|
|                                       |           |   |              |               | Unit Price           | Total in Figures    | Unit Price                     | Total in Figures    | Unit Price                      | Total in Figures    | Unit Price                | Total in Figures      |
| <b>G. Traffic Control Items</b>       |           |   |              |               |                      |                     |                                |                     |                                 |                     |                           |                       |
| 158                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) 4" (SLD)                          | LF           | 4,750         | \$0.65               | \$3,087.50          | \$0.82                         | \$3,895.00          | \$0.70                          | \$3,325.00          | \$0.01                    | \$47.50               |
| 159                                   | 665       | Work Zone Pvmnt Mkgs - Remove (Y) 4" (SLD)                          | LF           | 1,020         | \$0.65               | \$663.00            | \$0.82                         | \$836.40            | \$0.70                          | \$714.00            | \$0.01                    | \$10.20               |
| 160                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) 4" (BRK)                          | LF           | 591           | \$1.20               | \$709.20            | \$0.89                         | \$525.99            | \$1.40                          | \$827.40            | \$0.01                    | \$5.91                |
| 161                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) 8" (SLD)                          | LF           | 562           | \$1.10               | \$618.20            | \$2.16                         | \$1,213.92          | \$1.20                          | \$674.40            | \$0.01                    | \$5.62                |
| 162                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) 4" (DOT)                          | LF           | 34            | \$3.00               | \$102.00            | \$2.40                         | \$81.60             | \$3.40                          | \$115.60            | \$0.01                    | \$0.34                |
| 163                                   | 665       | Work Zone Pvmnt Mkgs - Remove (Y) 4" (DOT)                          | LF           | 52            | \$3.00               | \$156.00            | \$2.40                         | \$124.80            | \$3.40                          | \$176.80            | \$0.01                    | \$0.52                |
| 164                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) 24" (SLD)                         | LF           | 334           | \$3.00               | \$1,002.00          | \$3.60                         | \$1,202.40          | \$3.40                          | \$1,135.60          | \$0.01                    | \$3.34                |
| 165                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) (ARROW)                           | EA           | 5             | \$75.00              | \$375.00            | \$120.00                       | \$600.00            | \$86.00                         | \$430.00            | \$50.00                   | \$250.00              |
| 166                                   | 665       | Work Zone Pvmnt Mkgs - Remove (W) (WORD)                            | EA           | 5             | \$85.00              | \$425.00            | \$120.00                       | \$600.00            | \$97.00                         | \$485.00            | \$50.00                   | \$250.00              |
| 167                                   | 671       | Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing | MO           | 17            | \$2,100.00           | \$35,700.00         | \$2,029.20                     | \$34,496.40         | \$2,160.00                      | \$36,720.00         | \$65,000.00               | \$1,105,000.00        |
| 168                                   | 673       | Constructing Detours (8" Black Base)                                | SY           | 4,978         | \$53.00              | \$263,834.00        | \$126.00                       | \$627,228.00        | \$51.00                         | \$253,878.00        | \$50.00                   | \$248,900.00          |
| 169                                   | 696       | Low Profile Concrete Barrier (Furnish and Install)                  | LF           | 4,620         | \$70.00              | \$323,400.00        | \$30.00                        | \$138,600.00        | \$32.00                         | \$147,840.00        | \$0.01                    | \$46.20               |
| 170                                   | 696       | Low Profile Concrete Barrier (Relocate)                             | LF           | 4,280         | \$10.00              | \$42,800.00         | \$6.00                         | \$25,680.00         | \$9.00                          | \$38,520.00         | \$0.01                    | \$42.80               |
| 171                                   | 696       | Low Profile Concrete Barrier (Remove)                               | LF           | 4,620         | \$12.00              | \$55,440.00         | \$12.00                        | \$55,440.00         | \$9.30                          | \$42,966.00         | \$0.01                    | \$46.20               |
| <b>SUBTOTAL TRAFFIC CONTROL ITEMS</b> |           |   |              |               |                      | <b>\$728,311.90</b> |                                | <b>\$890,524.51</b> |                                 | <b>\$527,807.80</b> |                           | <b>\$1,354,608.63</b> |

**H. Storm Water Pollution Prevention Items**

|  |     |  |    |       |            |                     |            |                     |            |                     |            |                     |
|--|-----|--|----|-------|------------|---------------------|------------|---------------------|------------|---------------------|------------|---------------------|
| 172  | 162 | Sodding for Erosion Control (Various Widths)   | SY | 4,883 | \$4.00     | \$19,532.00         | \$3.90     | \$19,043.70         | \$4.25     | \$20,752.75         | \$6.00     | \$29,298.00         |
| 173  | 165 | Hydro-Mulch Seeding  | AC | 6     | \$1,500.00 | \$9,000.00          | \$2,640.00 | \$15,840.00         | \$1,450.00 | \$8,700.00          | \$1,500.00 | \$9,000.00          |
| 174  | 713 | Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)   | LF | 893   | \$5.00     | \$4,465.00          | \$1.80     | \$1,607.40          | \$2.50     | \$2,232.50          | \$2.00     | \$1,786.00          |
| 175  | 719 | Inlet Protection Barriers (Stage I)  | EA | 31    | \$75.00    | \$2,325.00          | \$66.00    | \$2,046.00          | \$50.00    | \$1,550.00          | \$50.00    | \$1,550.00          |
| 176  | 719 | Inlet Protection Barriers (Stage II)   | EA | 42    | \$75.00    | \$3,150.00          | \$54.00    | \$2,268.00          | \$25.00    | \$1,050.00          | \$50.00    | \$2,100.00          |
| 177  | 724 | Stabilized Construction Access (Type 1-Rock. 60% of unit cost for furnish and install; 40% of unit cost for removal) | SY | 888   | \$3.00     | \$2,664.00          | \$14.40    | \$12,787.20         | \$30.00    | \$26,640.00         | \$15.00    | \$13,320.00         |
| 178  | 730 | Concrete Truck Washout Structures (60% of unit cost for furnish and install; 40% of unit cost for removal)           | EA | 8     | \$2,000.00 | \$16,000.00         | \$960.00   | \$7,680.00          | \$650.00   | \$5,200.00          | \$750.00   | \$6,000.00          |
| 179  | 750 | Rock Filter Dam (Type 2. 60% of unit cost for furnish and install; 40% of unit cost for removal)                     | EA | 4     | \$25.00    | \$100.00            | \$270.00   | \$1,080.00          | \$200.00   | \$800.00            | \$2,000.00 | \$8,000.00          |
| 180  | 751 | SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)   | MO | 17    | \$6,000.00 | \$102,000.00        | \$6,000.00 | \$102,000.00        | \$6,000.00 | \$102,000.00        | \$6,000.00 | \$102,000.00        |
| <b>SUBTOTAL STORM WATER POLLUTION PREVENTION ITEMS</b> |     |  |    |       |            | <b>\$159,236.00</b> |            | <b>\$164,352.30</b> |            | <b>\$168,925.25</b> |            | <b>\$173,054.00</b> |

**I. Extra Work Items**

|                                  |     |   |        |       |         |                    |         |                    |         |                    |         |                    |
|----------------------------------|-----|---|--------|-------|---------|--------------------|---------|--------------------|---------|--------------------|---------|--------------------|
| 181                              | 110 | Ditch Excavation  | CY     | 200   | \$20.00 | \$4,000.00         | \$18.00 | \$3,600.00         | \$15.00 | \$3,000.00         | \$50.00 | \$10,000.00        |
| 182                              | 130 | Borrow  | CY     | 200   | \$25.00 | \$5,000.00         | \$36.00 | \$7,200.00         | \$25.00 | \$5,000.00         | \$50.00 | \$10,000.00        |
| 183                              | 530 | Concrete Sidewalk - 4-1/2" Thick  | SY     | 350   | \$65.00 | \$22,750.00        | \$66.00 | \$23,100.00        | \$6.00  | \$2,100.00         | \$85.00 | \$29,750.00        |
| 184                              | 556 | Four Strand Barbed Wire Fence Including Gates                           | LF     | 1,000 | \$12.00 | \$12,000.00        | \$7.80  | \$7,800.00         | \$5.00  | \$5,000.00         | \$10.00 | \$10,000.00        |
| 185                              | 559 | Construction Safety Fence   | LF     | 1,500 | \$3.00  | \$4,500.00         | \$1.80  | \$2,700.00         | \$2.00  | \$3,000.00         | \$1.00  | \$1,500.00         |
| 186                              | 672 | Off Duty Uniformed Officer as Directed by Engineer (Min Bid \$40.00/HR) | HOURLY | 240   | \$55.00 | \$13,200.00        | \$40.00 | \$9,600.00         | \$45.00 | \$10,800.00        | \$65.00 | \$15,600.00        |
| <b>SUBTOTAL EXTRA WORK ITEMS</b> |     |   |        |       |         | <b>\$61,450.00</b> |         | <b>\$54,000.00</b> |         | <b>\$28,900.00</b> |         | <b>\$76,850.00</b> |

|   | RAC Industries, LLC.  | Allgood Construction Co., Inc. | SER Construction Partners, LLC. | Total Contracting Limited |
|---|-----------------------|--------------------------------|---------------------------------|---------------------------|
| <b>A. Site Preparation and Excavation Items</b>   | \$885,103.60          | \$984,952.16                   | \$1,240,508.60                  | \$632,485.00              |
| <b>B. Pavement Items</b>                          | \$1,966,837.00        | \$2,196,337.20                 | \$2,116,182.10                  | \$2,965,026.00            |
| <b>C. Bridge Items</b>                            | \$823,465.50          | \$1,214,908.80                 | \$1,002,575.50                  | \$1,292,575.00            |
| <b>D. Storm Sewer Items</b>                       | \$3,284,707.00        | \$3,336,498.32                 | \$3,862,879.00                  | \$3,941,378.00            |
| <b>E. Traffic Signal</b>                          | \$196,202.00          | \$224,864.40                   | \$208,280.50                    | \$190,667.30              |
| <b>F. Signing and Striping Items</b>              | \$57,353.05           | \$71,874.24                    | \$35,560.45                     | \$48,612.20               |
| <b>G. Traffic Control Items</b>                   | \$728,311.90          | \$890,524.51                   | \$527,807.80                    | \$1,354,608.63            |
| <b>H. Storm Water Pollution Prevention Items</b>  | \$159,236.00          | \$164,352.30                   | \$168,925.25                    | \$173,054.00              |
| <b>I. Extra Work Items</b>                        | \$61,450.00           | \$54,000.00                    | \$28,900.00                     | \$76,850.00               |
| <b>TOTAL BID PRICE (SUM OF ITEMS A THROUGH I)</b> | <b>\$8,162,666.05</b> | <b>\$9,138,311.93</b>          | <b>\$9,191,619.20</b>           | <b>\$10,675,256.13</b>    |



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

**Vendor Information**

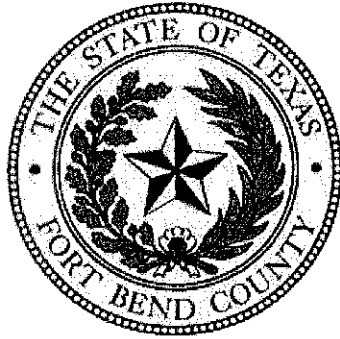
Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

|  |  |  |                             |
|--|--|--|-----------------------------|
| Legal Company Name<br>(top line of W9)   | RAC Industries, LLC  |  |                             |
| Business Name<br>(if different from legal name)                                    |  |  |                             |
| Federal ID # or S.S. #   | 47-4298021   | DUNS #   |                             |
| Type of Business   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt Organization | Age in Business?<br>5 years |
| Publicly Traded Business   | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____                    |  |                             |
| Remittance Address   | 3207 Preston Ave.  |  |                             |
| City/State/Zip   | Pasadena, Texas 77505  |  |                             |
| Physical Address   | 3207 Preston Ave.  |  |                             |
| City/State/Zip   | Pasadena, Texas 77505  |  |                             |
| Phone/Fax Number   | Phone: 713-534-1151  | Fax: 832-243-5963  |                             |
| Contact Person   | Ted Labuzan  |  |                             |
| E-mail   | ted@racpt.com  |  |                             |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input type="checkbox"/>   | Certification # _____  | <u>Cert Date</u> _____      |
|  | SBE-Small Business Enterprise <input type="checkbox"/>   | Certification # _____  | <u>Exp Date</u> _____       |
|  | 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 _____   | \$500,000-\$4,999,999 <input checked="" type="checkbox"/>                                |                             |
|  | \$5,000,000-\$16,999,999 _____   | \$17,000,000-\$22,399,999 _____  |                             |
|  | >\$22,400,000 _____  |  |                             |
| NAICs codes (Please enter all that apply)  | Storm, Waterline, Paving, Sidewalks  |  |                             |
| Signature of Authorized Representative   | <i>Ted Labuzan</i>   |  |                             |
| Printed Name   | Ted Labuzan  |  |                             |
| Title  | Chief Estimator  |  |                             |
| Date   | 11/19/2021   |  |                             |

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

*Fort Bend County, Texas  
Invitation for Bid*



*Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312  
BID 22-032*

**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, December 7, 2021  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 22-032  
Paving and Drainage Improvements

***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:  
Brooke Lindemann  
Senior Buyer  
[Brooke.Lindemann@fortbendcountytx.gov](mailto:Brooke.Lindemann@fortbendcountytx.gov)

**Vendor Responsibilities:**

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

**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 Brooke Lindemann, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@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 **Tuesday, November 30, 2021 at 10:00AM (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

Initials of Bidder: TL

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.

Initials of Bidder: TL

- 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 opening and drainage improvements on Greenbusch Road from Ensley Hollow Drive to 300 feet north of Westheimer Parkway, hereinafter referred to as the "Project," as specified herein.

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **Tuesday, November 23, 2021 at 9:30 AM (CST)**. 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:**

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the

Initials of Bidder: TL

Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$1,500.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

## 5.0 COMPLETION TIME & 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 County Auditor, 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 County Auditor 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 County Auditor after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor 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

Initials of Bidder: TL

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 Facilities Management and Planning 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 Facilities Management and Planning Department may require. This schedule, unless objected to by the Facilities Management and Planning 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

Initials of Bidder: TL

fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring 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 & 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 shall 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.

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

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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.

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- 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.

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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 |
|----------|----------|

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|                                    |          |
|------------------------------------|----------|
| 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](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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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

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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.

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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. 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

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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.

14.3.1 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.

14.3.2 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.

14.3.3 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

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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.

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- 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

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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.

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- 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.

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- 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, & 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.

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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 Sheriff's Office, 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, 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.

Type text

**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 & 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.

Initials of Bidder: TL

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

Initials of Bidder: TL

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 & 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 420 calendar days (maximum 450 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 overall 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

Initials of Bidder: TL

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: B22-032.

34.2.3 Description is the title of the solicitation: Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

**37.0 ADDITIONAL REQUIRED FORMS:**

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

37.1 Vendor Form

37.2 W9 Form

Initials of Bidder: TL

37.3 Tax Form/Debt/Residence Certification

37.4 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: TL

**Greenbusch Road Paving & Drainage Improvements from Ensley Hollow Drive to Westheimer Parkway  
for Fort Bend County  
Bid 22-032**

**INDEX OF TECHNICAL SPECIFICATIONS**

Reference Harris County Standard Engineering Design Specifications (2017 revision) where applicable.

**Harris County Specifications**

| Item No. | Specification Title                                   |
|----------|---|
| 102      | Clearing and Grubbing                                 |
| 104      | Removing Old Concrete                                 |
| 110      | Roadway Excavation                                    |
| 130      | Borrow  |
| 162      | Sodding for Erosion Control and Stabilization         |
| 165      | Hydro-Mulch Seeding                                   |
| 220      | Lime Stabilized Subgrade                              |
| 221      | Hydrated Lime and Lime Slurry                         |
| 223      | Lime-Flyash or Flyash Stabilized Subgrade             |
| 250      | Hot Mix Asphaltic Concrete Base Course (Black Base)   |
| 340      | Hot Mix Laid Asphaltic Concrete                       |
| 360      | Concrete Pavement                                     |
| 361      | Full Depth Repair of Concrete Pavement                |
| 429      | Trench Safety System                                  |
| 434      | Flowable Fill   |
| 460      | Reinforced Concrete Pipe                              |
| 461      | Corrugated Metal Pipe                                 |
| 463      | Safety End Treatment (with drawings)                  |
| 465      | Remove and Dispose of Existing Concrete or Metal Pipe |
| 466      | Corrugated Polypropylene Pipe                         |
| 471      | Precast Concrete Manholes and Junction Boxes          |
| 472      | Inlets (with drawings)                                |
| 473      | Adjusting Manholes and Inlets                         |

| Item No. | Specification Title   |
|----------|---|
| 480      | Precast Reinforced Concrete Box Sewers  |
| 491      | Reinforced Concrete Slope Paving  |
| 495      | Removing Old Structures   |
| 500      | Remove and Relocate or Dispose of Traffic Signs, Mail Boxes and Roadway Signs   |
| 530      | Concrete Curb, Gutter, Curb and Gutter, Sidewalks and Driveways (with drawings) |
| 540      | Removing and Disposing of Existing Asphaltic Surface and Flexible Base Material |
| 550      | Existing Fencing and Gates  |
| 559      | Construction Safety Fence   |
| 624      | Aluminum Signs  |
| 660      | Reflectorized Pavement Markings   |
| 663      | Traffic Buttons and Pavement Markers  |
| 665      | Work Zone Pavement Markers  |
| 671      | Traffic Control   |
| 673      | Constructing Detours for Maintaining Two-Way Traffic                            |
| 696      | Low Profile Concrete Barrier  |
| 713      | Reinforced Filter Fabric Barrier  |
| 719      | Inlet Protection Barriers   |
| 724      | Stabilized Construction Access  |
| 730      | Concrete Truck Washout Structures   |
| 750      | Rock Filter Dams  |
| 751      | SWPPP Inspection and Maintenance  |

Greenbusch Road Paving & Drainage Improvements from Ensley Hollow Drive to Westheimer Parkway  
for Fort Bend County  
Bid 22-032

INDEX OF TECHNICAL SPECIFICATIONS (CONTINUED)

**Texas Department of Transportation Standard Specifications**

Reference Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges (2014 revision) where applicable when identified in the Bid Form specification reference as "TxDOT"

| Item No.   | Specification Title                             |
|------------|---|
| 400        | Excavation and Backfill for Structures          |
| 407        | Steel Piling                                    |
| 416        | Drilled Shaft Foundations                       |
| 420        | Concrete Substructures                          |
| 422        | Concrete Superstructures                        |
| 425        | Precast Prestressed Structural Members          |
| 432        | Riprap  |
| 442        | Metal for Structures                            |
| 450        | Railing   |
| 454        | Bridge Expansion Joints                         |
| 459        | Gabions and Gabion Matresses                    |
| 540        | Metal Beam Guard Fence                          |
| 544        | Guardrail End Treatments                        |
| 618        | Conduit   |
| 620        | Electrical Conductors                           |
| 621        | Tray Cable                                      |
| 624        | Ground Boxes                                    |
| 680        | Highway Traffic Signals                         |
| 681        | Temporary Traffic Signals                       |
| 682        | Vehicle and Pedestrian Signal Heads             |
| 684        | Traffic Signal Cables                           |
| 686        | Traffic Signal Pole Assemblies (Steel)          |
| 688        | Pedestrian Detectors and Vehicle loop detectors |
| 6002       | Video Imaging Vehicle Detection System          |
| COH-SS6004 | Networking ITS Communications Cable             |
| COH-SS6010 | Closed Circuit Television Field Equipment       |

11/17/2021

**Geotechnical Investigation (included herein)**

IN 17061 Standard Street, ACAD FORT BEND COUNTY, TEXAS 78120  
 GENERAL NOTES-FORT BEND CO GENERAL NOTES-PUBLIC WORKS.dwg

**GENERAL**

1. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT THE PROJECT SITE, CONTRACTOR PROPERTY, EQUIPMENT, AND WORK.
3. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STREETS OF CONSTRUCTION DIRT AND DEBRIS AT CLOSE OF EACH WORK DAY.
4. THE CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR, ALONG WITH CONCURRENCE FROM THE FIELD ENGINEER, SHALL DETERMINE HIS/HER LAY-DOWN AND/OR STAGING AREA LOCATIONS.
6. THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS A MINIMUM OF 24 HOURS PRIOR TO BLOCKING DRIVEWAYS OR ENTERING UTILITY EASEMENTS.
7. TRAFFIC INGRESS AND EGRESS FOR DRIVEWAYS AND PEDESTRIAN ACCESS FACILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL REMOVE ANY FENCES, POSTS, MAILBOXES, PLANTERS, PERMANENT TRASH CONTAINERS, CULVERTS, ETC. OR SECTIONS THEREOF, THAT ENCR OACH WITHIN THE COUNTY'S RIGHT-OF-WAY. NOTE: PRIOR TO CONSTRUCTION, THE PROPERTY OWNER WAS PAID TO RELOCATE OR REPLACE THESE ITEMS OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY. IF THE OWNER HAS FAILED TO DO SO, THE CONTRACTOR WILL REPLACE THEM WITH THE MINIMUM LEVEL OF QUALITY NEEDED TO SECURE THE PROPERTY AND/OR MAINTAIN MAIL DELIVERY. IN THAT CASE, PAYMENT FOR THESE INSTALLATIONS WILL BE INCLUDED AS EXTRA WORK ITEMS OR AS OVERRUNS TO EXISTING PAY ITEMS.  
  
 ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS LOCATED OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.  
  
 ALSO, IF THESE ITEMS ARE LOCATED WITHIN THE PROJECT RIGHT-OF-WAY AND ARE DESIGNATED TO REMAIN, ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.  
  
 TREES, BUSHES, SHRUBBERY AND OTHER DAMAGED PLANTINGS DESIGNATED TO REMAIN SHALL BE REPLACED WITHIN 72 HOURS OF REMOVAL AND ARE TO BE THOROUGHLY WATERED-IN, NO SEPARATE PAY.
9. PAVED SURFACES, PAVEMENT MARKERS AND MARKINGS SHALL BE PROTECTED FROM DAMAGE BY TRACKED EQUIPMENT.
10. IRON P ODS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.
11. CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. TWO COPIES OF STAKING NOTES TO BE PROVIDED TO THE ENGINEER PRIOR TO CONSTRUCTION.
12. THE COUNTY OR THE COUNTY'S SURVEYOR SHALL PROVIDE A BENCHMARK OR TEMPORARY BENCHMARK AND SURVEY CONTROLS.
13. THE CONTRACTOR SHALL MAINTAIN UPDATED RED-LINED RECORD DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.
14. MOWING, MAINTENANCE, AND CLEAN-UP OF THE PROJECT SHALL MEET THE REQUIREMENT OF SPECIFICATION ITEM 560 (NO SEPARATE PAY). MOWING, MAINTENANCE, AND CLEAN-UP IS REQUIRED FOR THE PROJECT LIMITS AND DURATION, REGARDLESS OF THE CONTRACTOR'S SCOPE OF ACTIVITIES WITHIN THE PROJECT LIMITS.
15. THE REMOVAL OF ANY ABANDONED UTILITIES REQUIRED TO COMPLETE THE WORK SHALL BE INCIDENTAL AND NO SEPARATE PAYMENT SHALL BE MADE.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOCKPILE NECESSARY MATERIAL ON-SITE OR AT A SECURED OFF-SITE LOCATION AT NO ADDITIONAL EXPENSE TO FORT BEND COUNTY. ANY SUITABLE EXCAVATED MATERIAL ON THE PROJECT WHICH IS AVAILABLE AT THE TIME OF NEED; WHETHER FROM STORM SEWER, ROADWAY, AND/OR CHANNEL EXCAVATION, SHALL BE USED BEFORE BORROW IS BROUGHT ON-SITE.
17. MANHOLES, JUNCTION BOXES, INLETS, AND RISERS ARE TO BE PRE-CAST OR CAST IN PLACE.

18. WHERE RCP STORM SEWER IS CALLED OUT ON THE PLANS, POLYPROPYLENE PIPE MEETING THE REQUIREMENTS OF ITEM 466 (INCLUDED IN THE PROJECT MANUAL) WILL BE AN APPROVED ALTERNATIVE.

**TRAFFIC SIGNAL**

1. ALL ITEMS RELATING TO THE CONSTRUCTION OF TRAFFIC SIGNAL INSTALLATIONS, EXCEPT FOR PUNCHLIST ITEMS, SHALL BE COMPLETED PRIOR TO THE ACTIVATION OF THE SIGNAL SYSTEM(S), UNLESS OTHERWISE REQUIRED BY THE CONTRACT.
2. THE CONTRACTOR SHALL MEET WITH THE FORT BEND COUNTY TRAFFIC SIGNAL MAINTENANCE GROUPS FIELD INSPECTOR, HEREAFTER REFERRED TO AS THE TRAFFIC INSPECTOR, ONE-WEEK PRIOR TO THE DESIRED ACTIVATION OF ANY NEW TRAFFIC SIGNALS. THE CONTRACTOR SHALL OBTAIN VERBAL CONCURRENCE FROM THE TRAFFIC INSPECTOR THAT ADEQUATE PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE TO SCHEDULE A PRE-"TURN ON" WALK-THROUGH INSPECTION MEETING. IF IN THE OPINION OF THE TRAFFIC INSPECTOR, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE, THE PRE-"TURN ON" WALK-THROUGH INSPECTION MEETING WILL BE POSTPONED TO ALLOW ADEQUATE TIME FOR INCOMPLETE CONSTRUCTION ITEMS AND PREPARATIONS TO BE COMPLETED. AFTER THE CONTRACTOR HAS COMPLETED ALL INCOMPLETE ITEMS AND PREPARATIONS, THE CONTRACTOR SHALL REQUEST THE TRAFFIC INSPECTOR REVIEW AND APPROVE ITEMS PREVIOUSLY IDENTIFIED. IF, IN THE OPINION OF THE TRAFFIC INSPECTOR, ALL ITEMS HAVE BEEN ADDRESSED SATISFACTORILY, THE DATE OF THE PRE-"TURN ON" WALK-THROUGH INSPECTION SHALL BE ESTABLISHED. TIME EXTENSIONS TO THE CONTRACT TIME WILL NOT BE GRANTED FOR DELAYS CAUSED BY INCOMPLETE CONSTRUCTION OR INADEQUATE CONTRACTOR PREPARATIONS REQUIRED TO COMPLETE TRAFFIC SIGNAL SYSTEM WITHIN THE TIMEFRAME SET FORTH IN THE CONTRACT.
3. PRIOR TO ACTIVATING A NEW TRAFFIC SIGNAL, THE CONTRACTOR SHALL REQUEST A PRE-TURN ON WALK-THROUGH INSPECTION MEETING, IN ACCORDANCE WITH ITEM 2. THE PURPOSE OF THE MEETING WILL BE TO ESTABLISH THAT THE TRAFFIC SIGNAL SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND IN A MANNER THAT DOES NOT ADVERSELY IMPACT PUBLIC SAFETY. THIS MEETING SHALL BE ATTENDED BY THE TRAFFIC INSPECTOR, THE ENGINEER OF RECORD, AND THE CONTRACTOR. AS A MINIMUM, ANY DEFICIENCIES THAT ADVERSELY IMPACT PUBLIC SAFETY WILL BE IDENTIFIED FOR CORRECTION PRIOR TO ESTABLISHING THE "TURN ON" DATE FOR THE TRAFFIC SIGNAL SYSTEM. ITEMS THAT HAVE AN IMPACT ON PUBLIC SAFETY INCLUDE, BUT ARE NOT LIMITED TO: PAYMENT MARKINGS AND SIGNAGE, PROPER AND ACCEPTABLE BONDING OF EARTH GROUNDS, PROPERLY ALIGNED TRAFFIC SIGNALS, FULLY OPERATIONAL VEHICULAR AND PEDESTRIAN DETECTION, COMPLETED CABINET-TO-FIELD WIRING, AND PROPERLY TERMINATED ELECTRICAL SERVICE CONDUCTORS. FAILURE TO ADDRESS THE PUNCHLIST ITEMS IDENTIFIED AS BEING CRITICAL TO PUBLIC SAFETY PRIOR TO THE PRE-TURN ON WALK-THROUGH MEETING WILL RESULT IN THE "TURN ON" BEING POSTPONED TO ALLOW ADEQUATE TIME FOR THE INCOMPLETE ITEMS TO BE COMPLETED. AT SUCH TIME AS MEETING ATTENDEES AGREE THAT THE TRAFFIC SIGNAL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND THAT THE TRAFFIC SIGNAL, AS IT EXISTS, IS NOT A THREAT TO PUBLIC SAFETY, A "TURN ON" DATE WILL BE ESTABLISHED.
4. THE CONTRACTOR SHALL HAVE 10 DAYS FROM THE DATE THE TRAFFIC SIGNAL SYSTEM IS TURNED ON TO COMPLETE ANY PUNCHLIST ITEMS IDENTIFIED AT THE PRE-"TURN ON" WALK-THROUGH MEETING OR AT THE TIME THE SIGNAL SYSTEM IS ACTIVATED THAT ARE NOT OTHERWISE ADDRESSED PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL SYSTEM.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO STANDARD SPECIFICATION ITEM 1000, TRAFFIC SIGNAL INSTALLATION AND MODIFICATION, WHICH INCLUDES PROCEDURES AND REQUIREMENTS REGARDING ACTIVATION OF TRAFFIC SIGNAL CONTROL SYSTEMS. THE PROJECT MANUAL MAY INCLUDE SPECIAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS RELATED TO PROPOSED TRAFFIC CONTROL SIGNAL SYSTEM INSTALLATION(S) AND MODIFICATION(S) REQUIRING THE CONTRACTOR'S ADHERENCE TO DEFINED CHECKLISTS, PROCEDURES AND/OR REPORTS AT NO ADDITIONAL COST TO THE COUNTY BEYOND THE ESTABLISHED BID ITEMS OF THE CONTRACT.

**TRAFFIC CONTROL**

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MOST RECENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE APPROVED TRAFFIC CONTROL PLAN.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS EXCEPT DURING FLAGGING OPERATION OR PROVIDE DETOURS AROUND THE CONSTRUCTION SITE AND PROVIDE PUBLIC NOTIFICATION.
3. LANE CLOSURES SHALL BE DURING OFF-PEAK HOURS ONLY (MONDAY THROUGH FRIDAY 9 A.M. TO 4 P.M.) UNIFORMED PEACE OFFICERS OR FLAGGERS IN RADIO CONTACT ARE REQUIRED TO DIRECT TRAFFIC DURING LANE CLOSURES.
4. DETOURS REQUIRE PRIOR APPROVAL OF THE FIELD ENGINEER AND PRECINCT. DETOUR PLANS, IF ALLOWED, MUST INCLUDE APPROPRIATE DETOUR SIGNAGE, PUBLIC NOTICE VIA SIGNAGE TWO WEEKS IN ADVANCE STATING THE DATES OF THE AGREED UPON DATE OF CLOSURE AND DATE THE ROAD WILL RE-OPEN TO TRAFFIC. CONTRACTOR TO USE (WITH PRIOR APPROVAL OF THE FIELD ENGINEER) HIGH EARLY STRENGTH CONCRETE AND OTHER RELATED CONSTRUCTION METHODS TO MINIMIZE THE DURATION OF THE DETOUR AND TO ENSURE THAT THE ROADWAY IS OPEN ON, OR PRIOR TO, THE AGREED UPON DATE.
5. ONE DAY PRIOR TO THE IMPLEMENTATION OF A TRAFFIC CONTROL PLAN PHASE OR STEP, OR THE IMPLEMENTATION OF AN ADDITIONAL, REVISED, OR NEW TRAFFIC CONTROL ELEMENT, THE CONTRACTOR SHALL MEET WITH THE ENGINEER TO GIVE A DETAILED DESCRIPTION OF THE CONTRACTOR'S PLAN AND PREPARATIONS. THE CONTRACTOR SHALL OBTAIN WRITTEN CONCURRENCE FROM THE ENGINEER THAT ADEQUATE PROJECT PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE PRIOR TO SWITCHING TRAFFIC. IF, IN THE OPINION OF THE ENGINEER, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE, THE CONTRACTOR SHALL NOT IMPLEMENT THE NEXT PHASE, STEP, OR ELEMENT OF TRAFFIC CONTROL UNTIL INCOMPLETE CONSTRUCTION ITEMS OR PREPARATIONS ARE COMPLETED. TIME EXTENSIONS WILL NOT BE GRANTED FOR DELAYS CAUSED BY THE INCOMPLETE CONSTRUCTION ITEMS OR INADEQUATE CONTRACTOR PREPARATIONS REQUIRED TO IMPLEMENT TRAFFIC CONTROL.
6. TRAFFIC CONTROL PER THE CONTRACT IS REQUIRED FOR THE ENTIRE DURATION OF THE PROJECT, INCLUDING THE PUNCHLIST PERIOD. PAYMENT FOR TRAFFIC CONTROL THAT IS PROPERLY INSTALLED FOR LESS THAN A FULL MONTH SHALL BE BASED ON A PERCENTAGE BASIS OF THE TIME INSTALLED. TRAFFIC CONTROL PAYMENTS TO THE CONTRACTOR SHALL END 10 DAYS AFTER SUBSTANTIAL COMPLETION, ALTHOUGH PROPER TRAFFIC CONTROL MUST BE MAINTAINED UNTIL PUNCHLIST COMPLETION.
7. THE PURPOSE OF THE CONSTRUCTION SEQUENCE AND TRAFFIC HANDLING OUTLINED HEREIN IS TO DOCUMENT A VIABLE TCP THAT CAN BE UTILIZED TO CONSTRUCT THE PROJECT. IT IS THE BASIS OF ESTIMATION FOR THE TRAFFIC CONTROL BID ITEMS, AND IS TO BE UTILIZED AND IMPLEMENTED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

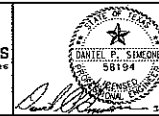
IF THE CONTRACTOR CHOOSES TO USE A DIFFERENT TCP, HE/SHE SHALL PREPARE AND SUBMIT THE ALTERNATIVE TCP TO THE COUNTY FOR APPROVAL NO LESS THAN 10 WORKING DAYS PRIOR TO THE PROPOSED IMPLEMENTATION DATE. THE TCP SHALL BE DRAWN TO SCALE AND SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, UPON APPROVAL BY FORT BEND COUNTY, THE ALTERNATIVE PLAN SHALL BECOME THE BASIS FOR A "CHANGE IN CONTRACT" TO REVISE THE TRAFFIC CONTROL BID ITEMS ACCORDINGLY AND BECOME PART OF THE CONTRACT DOCUMENTS.

| NO. | REVISIONS                        | DATE     | NAME |
|-----|----------------------------------|----------|------|
| ▲   | ADDED ALTERNATIVE STM SWR OPTION | 11-17-21 | DPS  |
| ▲   |                                  |          |      |
| ▲   |                                  |          |      |
| ▲   |                                  |          |      |
| ▲   |                                  |          |      |

**FORT BEND COUNTY  
ENGINEERING DEPARTMENT**



**AGUIRRE & FIELDS**  
ENGINEERING INNOVATORS



|   |   |                  |
|---|---|------------------|
| PROJECT TITLE: GREENBUSCH ROAD PAVING & DRAINAGE IMPROVEMENTS - PHASE B ENSLEY HOLLOW DR. TO NORTH OF WESTHEMEX PKWY. |   | PROJECT STANDARD |
| DRAWN BY: INIT  | SHEET DESCRIPTION: PUBLIC WORKS GENERAL NOTES | SHEET NO.:       |
| CK'D BY: INIT   |   | 9 299            |
| SCALE: NONE   | DATE: 5/31/17                                 | APPROVED BY:     |

**Contract Sheet  
Bid 22-032**

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

This memorandum of agreement made and entered into on the 21 day of December, 2021,  
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  
\_\_\_\_\_ (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312** 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 21 day of December 2021.

Fort Bend County, Texas



By: \_\_\_\_\_  
County Judge KP George  
County Judge, KP George



By: \_\_\_\_\_  
Signature of Contractor

Ted Labuzan Chief Estimator

By: \_\_\_\_\_  
Printed Name and Title

COUNTY PURCHASING AGENT  
Fort Bend County, Texas



Jaime Kovar  
Interim County Purchasing Agent

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

November 18, 2021

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 22-032 – Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Revised index of technical specifications and drawing sheet 9 of 299 prepared by engineer.

\*\*\*\*\*  
Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at [brooke.lindemann@fortbendcountytx.gov](mailto:brooke.lindemann@fortbendcountytx.gov)

RAC Industries, LLC

Company Name

*Ted Labuzan*

11/30/2021

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

*Jaime Kovar*

Jaime Kovar  
County Purchasing Agent



COUNTY PURCHASING AGENT  
Fort Bend County, Texas

Jaime Kovar  
Interim County Purchasing Agent

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

December 3, 2021

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County RFP 22-032 – Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312

Addendum 2:

Attached is addendum 2. Vendors are to utilize Addendum 2 bid form while preparing their solicitation response. Revised Bid Form

\*\*\*\*\*  
Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at [brooke.lindemann@fortbendcountytexas.gov](mailto:brooke.lindemann@fortbendcountytexas.gov)

RAC Industries, LLC  
Company Name

Ted Labuzan 12/3/2021  
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar  
County Purchasing Agent

## Request for Taxpayer Identification Number and Certification

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

|   |  |  |   |
|---|--|--|---|
| Print or type<br>See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Raul Chapa</b>   |  |   |
|   | 2 Business name/disregarded entity name, if different from above<br><b>RAC Industries, LLC</b>   |  |   |
|   | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><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><br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
|   | 5 Address (number, street, and apt. or suite no.)<br><b>3507 Preston Ave,</b>  |  | Requester's name and address (optional)   |
|   | 6 City, state, and ZIP code<br><b>Pasadena, Texas 77505</b>  |  |   |
|   | 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.

|                        |  |  |  |   |  |  |   |  |  |
|------------------------|--|--|--|---|--|--|---|--|--|
| Social security number |  |  |  |   |  |  |   |  |  |
|                        |  |  |  | - |  |  | - |  |  |

or

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 4                              | 7 | - | 4 | 2 | 9 | 8 | 0 | 2 | 1 |

**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.

### 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.

|                  |                            |                          |
|------------------|----------------------------|--------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>11/19/2021</b> |
|------------------|----------------------------|--------------------------|

### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

- By signing the filled-out form, you:
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.

Job No.: BID 22-032

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 47-4298021

Company Name submitting Bid/Proposal: RAC Industries, LLC

3207 Preston Ave. Pasadena, Tx

Mailing Address: 77505

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>None</u>                            |                                       |
|  |                                       |
|  |                                       |
|  |                                       |

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

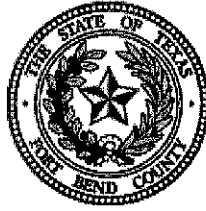
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are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

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

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

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water 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:

**RAC Industries, LLC**

\_\_\_\_\_  
(Company/Contractor)

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

*Ted Labuzan*

\_\_\_\_\_  
Contractor Signature

**11/19/2021**

\_\_\_\_\_  
Date

**Ted Labuzan**

\_\_\_\_\_  
Printed Name

**Chief Estimator**

\_\_\_\_\_  
Title

Project Name #1: TxDOT-Montgomery County FM 1314  
Owner: Texas Department of Transportation (TxDOT)  
Cost: 3,360,866.55 Date Completed: In Progress (45% complete)  
Bidder's Project Manager: Patrick Dewey  
Owner's Reference Name & Phone #: Adam Galland P.E. Ph-936-538-3301

Project Name #2: Teichman Waterline Improvements  
Owner: City of Galveston  
Cost: 2,551,033.65 Date Completed: In Progress (65% complete)  
Bidder's Project Manager: Patrick Dewey  
Owner's Reference Name & Phone #: Trina Jankowski Ph-409-440-6009

Project Name #3: 35th Street Drainage and repair

Owner: City of Galveston

Cost: 3,039,028.80 Date Completed: In Progress

Bidder's Project Manager: Patrick Dewey

Owner's Reference Name & Phone #: Trina Jankowski Ph-409-440-6009

Project Name #4: Bike Lanes on Polk Street & Cullen Blvd

Owner: Harris County

Cost: 2,531,751.79 Date Completed: 4/21 (99% Complete) Final Inspect  
Scheduled 4/21

Bidder's Project Manager: Victor Gonzales / Patrick Dewey

Owner's Reference Name & Phone #: Rafael Turcios 281-704-8139

Project Name #5: Knight Road Extension

Owner: City of Missouri City

Cost: \$7,541,000 Date Completed: 50% complete appx 11/19/20

Bidder's Project Manager: Anthony Chapa

Owner's Reference Name & Phone #: LLarance Turner, Kaluza Inc-Engineer Rep 281-341-0808

**A. SITE PREPARATION AND EXCAVATION ITEMS**

| Item No.  | Spec. No. | Item Description   | Unit Measure | Unit Quantity | Unit Price   | Total In Figures     |
|---|-----------|--|--------------|---------------|--------------|----------------------|
| 1   | 102       | Clearing and Grubbing  | STA          | 64            | \$ 4,000.00  | \$ 256,000.00        |
| 2   | 104       | Removing Old Concrete (Pavement)   | SY           | 1,031         | \$ 5.10      | \$ 5,258.10          |
| 3   | 104       | Removing Old Concrete (Slope Paving)   | SY           | 532           | \$ 3.00      | \$ 1,596.00          |
| 4   | 104       | Removing Old Concrete (Sidewalk)   | SY           | 63            | \$ 10.00     | \$ 630.00            |
| 5   | 104       | Removing Old Concrete (Riprap)   | SY           | 720           | \$ 3.30      | \$ 2,376.00          |
| 6   | 110       | Roadway Excavation Including 3" Topsoil                                      | CY           | 8,246         | \$ 20.00     | \$ 164,920.00        |
| 7   | 120       | Channel Excavation   | CY           | 3,496         | \$ 27.00     | \$ 94,392.00         |
| 8   | 130       | Borrow   | CY           | 6,772         | \$ 25.00     | \$ 169,300.00        |
| 9   | 434       | Flowable Fill  | CY           | 15            | \$ 230.00    | \$ 3,450.00          |
| 10  | 465       | Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)            | LF           | 2,465         | \$ 23.00     | \$ 56,695.00         |
| 11  | 495       | Remove Old Structures - Safety End Treatment (All Sizes)                     | EA           | 22            | \$ 290.00    | \$ 6,380.00          |
| 12  | 495       | Removing Old Structures - Flex Beam Guard Rail                               | LF           | 510           | \$ 5.00      | \$ 2,550.00          |
| 13  | 495       | Removing Old Structures - Concrete Bridge                                    | EA           | 1             | \$ 35,700.00 | \$ 35,700.00         |
| 14  | 495       | Removing Old Structures - Inlets (All Depths)                                | EA           | 3             | \$ 290.00    | \$ 870.00            |
| 15  | 495       | Removing Old Structures - Manholes (All Depths)                              | EA           | 1             | \$ 290.00    | \$ 290.00            |
| 16  | 495       | Removing Old Structures - Box Culvert  | LF           | 76            | \$ 150.00    | \$ 11,400.00         |
| 17  | 495       | Removing Old Structures - Junction Box                                       | EA           | 1             | \$ 590.00    | \$ 590.00            |
| 18  | 500       | Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs                | EA           | 7             | \$ 140.00    | \$ 980.00            |
| 19  | 540       | Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths) | SY           | 17,259        | \$ 3.50      | \$ 60,406.50         |
| 20  | 550       | Remove and Dispose Fence (All Types)   | LF           | 1,400         | \$ 7.00      | \$ 9,800.00          |
| 21  | 671       | Fort Bend Project Sign (Place, Maintain and Remove)                          | EA           | 2             | \$ 760.00    | \$ 1,520.00          |
| <b>SUBTOTAL SITE PREPARATION AND EXCAVATION ITEMS</b> |           |  |              |               |              | <b>\$ 885,103.60</b> |

**B. PAVEMENT ITEMS**

| Item No. | Spec. No.         | Item Description                                 | Unit Measure | Unit Quantity | Unit Price  | Total In Figures |
|----------|-------------------|--|--------------|---------------|-------------|------------------|
| 22       | 220               | Lime Stabilized Subgrade (8" Depth)              | SY           | 14,005        | \$ 4.40     | \$ 61,622.00     |
| 23       | 221               | Hydrated Lime (Slurry) or Commercial Lime Slurry | TON          | 298           | \$ 190.00   | \$ 56,620.00     |
| 24       | 223               | Lime-Fly Ash Stabilized Subgrade (8" Depth)      | SY           | 7,900         | \$ 4.40     | \$ 34,760.00     |
| 25       | 223               | Fly Ash for Stabilized Subgrade                  | TON          | 218           | \$ 190.00   | \$ 41,420.00     |
| 26       | 250               | HMAC Base Course (Black Base) (8")               | TON          | 411           | \$ 90.00    | \$ 36,990.00     |
| 27       | 340               | Hot Mix - Hot Laid Asphaltic Concrete (2")       | TON          | 103           | \$ 110.00   | \$ 11,330.00     |
| 28       | 360               | Concrete Pavement (8")(3500 PSI Comp Strength)   | SY           | 23,504        | \$ 56.00    | \$ 1,316,224.00  |
| 29       | 360               | Concrete Pavement (8")(High Early Strength)      | SY           | 219           | \$ 58.00    | \$ 12,702.00     |
| 30       | 361               | Dowelling into Existing Pavement (5/8" diameter) | EA           | 300           | \$ 22.00    | \$ 6,600.00      |
| 31       | 530               | Reinforced Concrete Curb (Doweled)               | LF           | 7             | \$ 5.00     | \$ 35.00         |
| 32       | 530               | Reinforced Concrete Curb ( 6")                   | LF           | 10,416        | \$ 1.50     | \$ 15,624.00     |
| 33       | 530               | Reinforced Curb (9") (Including Transitions)     | LF           | 810           | \$ 2.50     | \$ 2,025.00      |
| 34       | 530               | Reinforced Concrete Driveways (7")               | SY           | 1,564         | \$ 72.00    | \$ 112,608.00    |
| 35       | 530               | ADA Ramp - Type 7                                | EA           | 2             | \$ 2,000.00 | \$ 4,000.00      |
| 36       | 530               | Concrete Sidewalks (5'-0" Min)                   | SY           | 25            | \$ 95.00    | \$ 2,375.00      |
| 37       | TxDOT 432<br>6031 | Riprap (Stone Protection) (12 In)                | CY           | 1,305         | \$ 120.00   | \$ 156,600.00    |
| 38       | TxDOT 432<br>6045 | Riprap(Mow Strip)(4 In)                          | CY           | 31            | \$ 250.00   | \$ 7,750.00      |

|                                |                   |  |    |       |             |                        |
|--------------------------------|-------------------|--|----|-------|-------------|------------------------|
| 39                             | TxDOT 459<br>6003 | Gablon Matresses (PVC) (12 In)           | SY | 212   | \$ 240.00   | \$ 50,880.00           |
| 40                             | TxDOT 459<br>6010 | Gabions (PVC) (3 Ft x 3 Ft)              | CY | 47.20 | \$ 260.00   | \$ 12,272.00           |
| 41                             | TxDOT 540<br>6001 | Metal Beam Guard Fence (Timber Post)     | LF | 100   | \$ 40.00    | \$ 4,000.00            |
| 42                             | TxDOT 540<br>6007 | Metal Beam Guard Fence Transition (TL-2) | EA | 4     | \$ 3,100.00 | \$ 12,400.00           |
| 43                             | TxDOT 544<br>6001 | Guardrail End Treatment (Install)        | EA | 4     | \$ 2,000.00 | \$ 8,000.00            |
| <b>SUBTOTAL PAVEMENT ITEMS</b> |                   |  |    |       |             | <b>\$ 1,966,837.00</b> |

**C. BRIDGE ITEMS**

| Item No.                     | Spec. No.         | Item Description                             | Unit Measure | Unit Quantity | Unit Price  | Total In Figures     |
|------------------------------|-------------------|--|--------------|---------------|-------------|----------------------|
| 44                           | TxDOT 400<br>6005 | Cement Stabilized Abutment Backfill          | CY           | 103           | \$ 80.00    | \$ 8,240.00          |
| 45                           | TxDOT 407<br>6005 | Steel Sheet Piling (PZ-22)                   | SF           | 2,615         | \$ 44.00    | \$ 115,060.00        |
| 46                           | TxDOT 416<br>6001 | Drill Shaft (18 In)                          | LF           | 176           | \$ 95.00    | \$ 16,720.00         |
| 47                           | TxDOT 416<br>6004 | Drill Shaft (36 In)                          | LF           | 352           | \$ 200.00   | \$ 70,400.00         |
| 48                           | TxDOT 416<br>6005 | Drill Shaft (42 In)                          | LF           | 264           | \$ 240.00   | \$ 63,360.00         |
| 49                           | TxDOT 420<br>6013 | CL C Conc (Abutment)                         | CY           | 44.60         | \$ 850.00   | \$ 37,910.00         |
| 50                           | TxDOT 420<br>6025 | CL C Conc (Bent)                             | CY           | 59.80         | \$ 1,100.00 | \$ 65,780.00         |
| 51                           | TxDOT 420<br>6064 | CL C (Coping)                                | CY           | 12.04         | \$ 900.00   | \$ 10,836.00         |
| 52                           | TxDOT 422<br>6001 | Reinforced Concrete Slab                     | SF           | 7,161         | \$ 20.00    | \$ 143,220.00        |
| 53                           | TxDOT 422<br>6009 | Bridge Curb                                  | SF           | 682           | \$ 9.00     | \$ 6,138.00          |
| 54                           | TxDOT 422<br>6013 | Bridge Sidewalk                              | SF           | 1,679         | \$ 8.50     | \$ 14,271.50         |
| 55                           | TxDOT 422<br>6015 | Approach Slab                                | CY           | 70            | \$ 430.00   | \$ 30,100.00         |
| 56                           | TxDOT 425<br>6035 | Prestr Conc Girder (TX28)                    | LF           | 952.50        | \$ 180.00   | \$ 171,450.00        |
| 57                           | TxDOT 442<br>6007 | Structural Steel (Miscellaneous, Non-Bridge) | LB           | 208           | \$ 20.00    | \$ 4,160.00          |
| 58                           | TxDOT 450<br>6006 | Rail (Type C223)                             | LF           | 218           | \$ 120.00   | \$ 26,160.00         |
| 59                           | TxDOT 450<br>6032 | Rail (Type T223)                             | LF           | 218           | \$ 150.00   | \$ 32,700.00         |
| 60                           | TxDOT 454<br>6001 | Sealed Expansion Joint (4") (SEJ-A)          | LF           | 58            | \$ 120.00   | \$ 6,960.00          |
| <b>SUBTOTAL BRIDGE ITEMS</b> |                   |  |              |               |             | <b>\$ 823,465.50</b> |

**D. STORM SEWER ITEMS**

| Item No. | Spec. No. | Item Description   | Unit Measure | Unit Quantity | Unit Price | Total In Figures |
|----------|-----------|--|--------------|---------------|------------|------------------|
| 61       | 429       | Trench Safety System (5' to 10')                                 | LF           | 1,220         | \$ 7.30    | \$ 8,906.00      |
| 62       | 429       | Trench Safety System (10' to 15')                                | LF           | 4,760         | \$ 12.00   | \$ 57,120.00     |
| 63       | 429       | Trench Safety System (15' to 20')                                | LF           | 120           | \$ 20.00   | \$ 2,400.00      |
| 64       | 429       | Trench Safety System (Greater Than 20')                          | LF           | 200           | \$ 39.00   | \$ 7,800.00      |
| 65       | 460 466   | Storm Sewer (18")  | LF           | 308           | \$ 66.00   | \$ 20,328.00     |
| 66       | 460 466   | Storm Sewer (24")  | LF           | 2,269         | \$ 82.00   | \$ 186,058.00    |
| 67       | 460 466   | Storm Sewer (30")  | LF           | 1,135         | \$ 100.00  | \$ 113,500.00    |
| 68       | 460 466   | Storm Sewer (36")  | LF           | 1,014         | \$ 130.00  | \$ 131,820.00    |
| 69       | 460 466   | Storm Sewer (42")  | LF           | 434           | \$ 170.00  | \$ 73,780.00     |
| 70       | 460 466   | Storm Sewer (48")  | LF           | 175           | \$ 190.00  | \$ 33,250.00     |
| 71       | 461       | Corrugated Metal Pipe (42") (Pre-coated) (Galvanized) (14 Gauge) | LF           | 110           | \$ 180.00  | \$ 19,800.00     |
| 72       | 461       | Corrugated Metal Pipe (66") (Pre-coated) (Galvanized) (14 Gauge) | LF           | 120           | \$ 220.00  | \$ 26,400.00     |
| 73       | 461       | Corrugated Metal Pipe (84") (Pre-coated) (Galvanized) (14 Gauge) | LF           | 214           | \$ 360.00  | \$ 77,040.00     |

|                                   |     |   |    |     |              |                        |
|-----------------------------------|-----|---|----|-----|--------------|------------------------|
| 74                                | 463 | SET (Type II) (24") (RCP) (6:1) (P) w/ Pipe Runner  | EA | 5   | \$ 1,900.00  | \$ 9,500.00            |
| 75                                | 471 | Precast Concrete Manhole 4 ft Dia. (5 ft ≤ Depth ≤ 10 ft)   | EA | 2   | \$ 5,300.00  | \$ 10,600.00           |
| 76                                | 471 | Precast Concrete Manhole 5 ft Dia. (5 ft ≤ Depth ≤ 10 ft) on Existing 30" Dia RCP Including Plug Removal, Grouting, Complete in Place   | EA | 1   | \$ 7,600.00  | \$ 7,600.00            |
| 77                                | 471 | Precast Concrete Manhole 5 ft Dia. (5 ft ≤ Depth ≤ 10 ft)   | EA | 4   | \$ 7,000.00  | \$ 28,000.00           |
| 78                                | 471 | Precast Concrete Extra Depth Manhole 5 ft Dia (Depth>10 ft)   | EA | 3   | \$ 9,000.00  | \$ 27,000.00           |
| 79                                | 471 | Precast Concrete Standard Manhole 6 ft Dia (5 ft ≤ Depth ≤ 10 ft)   | EA | 7   | \$ 14,400.00 | \$ 100,800.00          |
| 80                                | 471 | Precast Concrete Extra Depth Manhole 6 ft Dia (Depth>10 ft)   | EA | 4   | \$ 21,300.00 | \$ 85,200.00           |
| 81                                | 471 | Precast Concrete Standard Manhole 7 ft Dia (5 ft ≤ Depth ≤ 10 ft)   | EA | 2   | \$ 9,400.00  | \$ 18,800.00           |
| 82                                | 471 | Precast Concrete Standard Manhole (5 ft ≤ Depth ≤ 10 ft) on BC  | EA | 17  | \$ 8,400.00  | \$ 142,800.00          |
| 83                                | 471 | Precast Concrete Standard Manhole (Depth > 10 ft) on BC   | EA | 2   | \$ 15,900.00 | \$ 31,800.00           |
| 84                                | 471 | Precast Concrete Conflict Storm Sewer Manhole 4 ft Dia. (5 ft ≤ Depth ≤ 10 ft) on BC including Split Casing on Existing 8-inch Sanitary Sewer, Casing Spacers, End Seals, Complete in Place | EA | 1   | \$ 13,300.00 | \$ 13,300.00           |
| 85                                | 471 | Junction Box #1 (8'X5' BC X 2-66" CMP)  | EA | 1   | \$ 21,400.00 | \$ 21,400.00           |
| 86                                | 471 | Junction Box #2 (9'X5' BC X 2-84" CMP)  | EA | 1   | \$ 27,300.00 | \$ 27,300.00           |
| 87                                | 471 | Junction Box #3 (4-18" RCP X 36" RCP)   | EA | 1   | \$ 6,300.00  | \$ 6,300.00            |
| 88                                | 471 | Junction Box #4 (30" RCP X 4-18" RCP)   | EA | 1   | \$ 6,700.00  | \$ 6,700.00            |
| 89                                | 472 | Type C Inlet  | EA | 43  | \$ 4,900.00  | \$ 210,700.00          |
| 90                                | 472 | Type C-2 Inlet  | EA | 3   | \$ 6,700.00  | \$ 20,100.00           |
| 91                                | 472 | Type E Inlet  | EA | 2   | \$ 4,600.00  | \$ 9,200.00            |
| 92                                | 472 | Type A Inlet  | EA | 30  | \$ 3,500.00  | \$ 105,000.00          |
| 93                                | 473 | Adjusting Manhole   | EA | 7   | \$ 1,100.00  | \$ 7,700.00            |
| 94                                | 480 | Precast RCB (5' x 4')   | LF | 408 | \$ 430.00    | \$ 175,440.00          |
| 95                                | 480 | Precast RCB (5' x 5')   | LF | 292 | \$ 460.00    | \$ 134,320.00          |
| 96                                | 480 | Precast RCB (6' x 5')   | LF | 600 | \$ 540.00    | \$ 324,000.00          |
| 97                                | 480 | Precast RCB (7' x 5')   | LF | 650 | \$ 630.00    | \$ 409,500.00          |
| 98                                | 480 | Precast RCB (8' x 5')   | LF | 751 | \$ 690.00    | \$ 518,190.00          |
| 99                                | 480 | RCB (8' x 5') 45 Deg Bend   | EA | 2   | \$ 1,200.00  | \$ 2,400.00            |
| 100                               | 480 | RCB Transition (from 5'x4' RCB to 5'x5' RCB)  | EA | 1   | \$ 1,500.00  | \$ 1,500.00            |
| 101                               | 480 | RCB Transition (from 5'x5' RCB to 6'x5' RCB)  | EA | 1   | \$ 2,000.00  | \$ 2,000.00            |
| 102                               | 480 | RCB Transition (from 6'x5' RCB to 7'x5' RCB)  | EA | 1   | \$ 2,300.00  | \$ 2,300.00            |
| 103                               | 480 | RCB Transition (from 7'x5' RCB to 8'x5' RCB)  | EA | 1   | \$ 2,900.00  | \$ 2,900.00            |
| 104                               | 491 | Reinforced Concrete Slope Paving (4")   | SY | 987 | \$ 65.00     | \$ 64,155.00           |
| <b>SUBTOTAL STORM SEWER ITEMS</b> |     |   |    |     |              | <b>\$ 3,284,707.00</b> |

**E. TRAFFIC SIGNAL**

| Item No. | Spec. No.      | Item Description                   | Unit Measure | Unit Quantity | Unit Price | Total in Figures |
|----------|----------------|------------------------------------|--------------|---------------|------------|------------------|
| 105      | TxDOT 416 6032 | Drill Shaft (Trf Slg Pole) (36 In) | LF           | 43            | \$ 280.00  | \$ 12,040.00     |
| 106      | TxDOT 618 6046 | Conduit (PVC) (Sch 80) (2")        | LF           | 40            | \$ 20.00   | \$ 800.00        |
| 107      | TxDOT 618 6053 | Conduit (PVC) (Sch 80) (3")        | LF           | 90            | \$ 25.00   | \$ 2,250.00      |
| 108      | TxDOT 618 6054 | Conduit (PVC) (Sch 80) (3") (Bore) | LF           | 400           | \$ 33.00   | \$ 13,200.00     |
| 109      | TxDOT 618 6058 | Conduit (PVC) (Sch 80) (4")        | LF           | 25            | \$ 34.00   | \$ 850.00        |
| 110      | TxDOT 618 6059 | Conduit (PVC) (Sch 80) (4") (Bore) | LF           | 400           | \$ 36.00   | \$ 14,400.00     |
| 111      | TxDOT 620 6009 | Elec Condr (No. 6) Bare            | LF           | 810           | \$ 2.00    | \$ 1,620.00      |
| 112      | TxDOT 620 6011 | Elec Condr (No. 4) Bare            | LF           | 20            | \$ 3.00    | \$ 60.00         |

|                                |                    |  |    |       |              |                      |
|--------------------------------|--------------------|--|----|-------|--------------|----------------------|
| 113                            | TxDOT 620<br>6012  | Elec Condr (No. 4) Insulated               | LF | 35    | \$ 3.30      | \$ 115.50            |
| 114                            | TxDOT 621<br>6005  | Tray Cable (4 Condr) (12 Awg)              | EA | 700   | \$ 2.70      | \$ 1,890.00          |
| 115                            | TxDOT 624<br>6010  | Ground Box Type D (162922) W/Apron         | EA | 4     | \$ 1,400.00  | \$ 5,600.00          |
| 116                            | TxDOT 680<br>6002  | Install Hwy Traf Sig (Isolated)            | EA | 1     | \$ 8,300.00  | \$ 8,300.00          |
| 117                            | TxDOT 680<br>6004  | Remove Traf Signals                        | EA | 1     | \$ 3,000.00  | \$ 3,000.00          |
| 118                            | TxDOT 681<br>6001  | Temporary Traffic Signal                   | EA | 1     | \$ 32,000.00 | \$ 32,000.00         |
| 119                            | TxDOT 682<br>6001  | Veh Sig Sec (12") LED (Grn)                | EA | 2     | \$ 240.00    | \$ 480.00            |
| 120                            | TxDOT 682<br>6002  | Veh Sig Sec (12") LED (Grn Arw)            | EA | 2     | \$ 240.00    | \$ 480.00            |
| 121                            | TxDOT 682<br>6003  | Veh Sig Sec (12") LED (Yel)                | EA | 2     | \$ 240.00    | \$ 480.00            |
| 122                            | TxDOT 682<br>6003  | Veh Sig Sec (12") LED (Yel Arw)            | EA | 4     | \$ 240.00    | \$ 960.00            |
| 123                            | TxDOT 682<br>6005  | Veh Sig Sec (12") LED (Red)                | EA | 2     | \$ 240.00    | \$ 480.00            |
| 124                            | TxDOT 682<br>6006  | Veh Sig Sec (12") LED (Red Arw)            | EA | 2     | \$ 240.00    | \$ 480.00            |
| 125                            | TxDOT 682<br>6023  | Back Plate (12") (3 Sec)                   | EA | 2     | \$ 65.00     | \$ 130.00            |
| 126                            | TxDOT 682<br>6024  | Back Plate (12") (4 Sec)                   | EA | 2     | \$ 120.00    | \$ 240.00            |
| 127                            | TxDOT 684<br>6007  | Trf Sig Cbl (Type A)(12 Awg)(2 Condr)      | LF | 365   | \$ 1.60      | \$ 584.00            |
| 128                            | TxDOT 684<br>6009  | Trf Sig Cbl (Ty A)(12 Awg)(4 Condr)        | LF | 390   | \$ 2.30      | \$ 897.00            |
| 129                            | TxDOT 684<br>6012  | Trf Sig Cbl (Ty A)(12 Awg)(7 Condr)        | LF | 1,435 | \$ 3.30      | \$ 4,735.50          |
| 130                            | TxDOT 686<br>6035  | Ins Trf Sig Pl Am (S) 1 Arm (32') Lum      | EA | 1     | \$ 14,400.00 | \$ 14,400.00         |
| 131                            | TxDOT 686<br>6047  | Ins Trf Sig Pl Am (S) 1 Arm (44') Lum      | EA | 2     | \$ 17,600.00 | \$ 35,200.00         |
| 132                            | TxDOT 688<br>6001  | Ped Detect Push Button (APS)               | EA | 2     | \$ 830.00    | \$ 1,660.00          |
| 133                            | TxDOT 688<br>6003  | Ped Detect Controller Unit                 | EA | 1     | \$ 3,900.00  | \$ 3,900.00          |
| 134                            | TxDOT 6002<br>6001 | VIVDS Processor System                     | EA | 1     | \$ 3,200.00  | \$ 3,200.00          |
| 135                            | TxDOT 6002<br>6002 | VIVDS Camera Assembly                      | EA | 4     | \$ 5,500.00  | \$ 22,000.00         |
| 136                            | TxDOT 6002<br>6003 | VIVDS Set-Up System                        | EA | 1     | \$ 950.00    | \$ 950.00            |
| 137                            | TxDOT 6002<br>6005 | VIVDS Communication Cable (Coaxial)        | LF | 610   | \$ 2.00      | \$ 1,220.00          |
| 138                            | TxDOT 6002<br>6007 | VIVDS Temporary                            | EA | 1     | \$ 2,400.00  | \$ 2,400.00          |
| 139                            | TxDOT 6004<br>6031 | ITS Com Cbl (Ethernet)                     | LF | 50    | \$ 10.00     | \$ 500.00            |
| 140                            | TxDOT 6010<br>6001 | CCTV Field Equipment (Analog)              | EA | 1     | \$ 3,500.00  | \$ 3,500.00          |
| 141                            | TxDOT 6010<br>6010 | CCTV Field Equipment (Analog) (Instl Only) | EA | 1     | \$ 1,200.00  | \$ 1,200.00          |
| <b>SUBTOTAL TRAFFIC SIGNAL</b> |                    |  |    |       |              | <b>\$ 196,202.00</b> |

**F. SIGNING AND STRIPING ITEMS**

| Item No. | Spec. No. | Item Description   | Unit Measure | Unit Quantity | Unit Price  | Total In Figures |
|----------|-----------|--|--------------|---------------|-------------|------------------|
| 142      | 624       | Aluminum Signs (Ground Mounted) - Furnish & Install  | EA           | 31            | \$ 1,000.00 | \$ 31,000.00     |
| 143      | 660       | Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40') | LF           | 225           | \$ 1.30     | \$ 292.50        |
| 144      | 660       | Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')  | LF           | 248           | \$ 1.30     | \$ 322.40        |
| 145      | 660       | Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied                 | LF           | 14,835        | \$ 0.49     | \$ 7,269.15      |
| 146      | 660       | Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied                  | LF           | 1,355         | \$ 1.20     | \$ 1,626.00      |
| 147      | 660       | Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied                 | LF           | 648           | \$ 2.30     | \$ 1,490.40      |

|  |     |  |    |       |           |                     |
|--|-----|--|----|-------|-----------|---------------------|
| 148  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied               | LF | 601   | \$ 4.60   | \$ 2,764.60         |
| 149  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied              | LF | 727   | \$ 4.40   | \$ 3,198.80         |
| 150  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied                   | EA | 14    | \$ 120.00 | \$ 1,680.00         |
| 151  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied             | EA | 13    | \$ 110.00 | \$ 1,430.00         |
| 152  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-RIGHT - Furnish & Applied            | EA | 1     | \$ 110.00 | \$ 110.00           |
| 153  | 660 | Reflectorized Pavement Markings Type I (Thermoplastic) Double Arrow-RIGHT - STRAIGHT - Furnish & Applied | EA | 1     | \$ 190.00 | \$ 190.00           |
| 154  | 663 | Reflectorized Pavement Markers Type II-C-R - Furnish & Install   | EA | 126   | \$ 3.80   | \$ 478.80           |
| 155  | 663 | Reflectorized Pavement Markers Type I-C - Furnish & Install  | EA | 271   | \$ 3.80   | \$ 1,029.80         |
| 156  | 663 | Reflectorized Pavement Markers Type II-A-A Yellow - Furnish & Install                                    | EA | 1,167 | \$ 3.80   | \$ 4,434.60         |
| 157  | 663 | 4" Square 4-Way Blue Reflectorized Raised Traffic Markers (Type II) - Furnish and Install                | EA | 4     | \$ 9.00   | \$ 36.00            |
| <b>SUBTOTAL SIGNING AND STRIPING ITEMS</b> |     |  |    |       |           | <b>\$ 57,353.05</b> |

**G. TRAFFIC CONTROL ITEMS**

| Item No.                              | Spec. No. | Item Description  | Unit Measure | Unit Quantity | Unit Price  | Total in Figures     |
|---------------------------------------|-----------|---|--------------|---------------|-------------|----------------------|
| 158                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) 4" (SLD)                            | LF           | 4,750         | \$ 0.65     | \$ 3,087.50          |
| 159                                   | 665       | Work Zone Pvmt Mkgs - Remov (Y) 4" (SLD)                            | LF           | 1,020         | \$ 0.65     | \$ 663.00            |
| 160                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) 4" (BRK)                            | LF           | 591           | \$ 1.20     | \$ 709.20            |
| 161                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) 8" (SLD)                            | LF           | 562           | \$ 1.10     | \$ 618.20            |
| 162                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) 4" (DOT)                            | LF           | 34            | \$ 3.00     | \$ 102.00            |
| 163                                   | 665       | Work Zone Pvmt Mkgs - Remov (Y) 4" (DOT)                            | LF           | 52            | \$ 3.00     | \$ 156.00            |
| 164                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) 24" (SLD)                           | LF           | 334           | \$ 3.00     | \$ 1,002.00          |
| 165                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) (ARROW)                             | EA           | 5             | \$ 75.00    | \$ 375.00            |
| 166                                   | 665       | Work Zone Pvmt Mkgs - Remov (W) (WORD)                              | EA           | 5             | \$ 85.00    | \$ 425.00            |
| 167                                   | 671       | Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing | MO           | 17            | \$ 2,100.00 | \$ 35,700.00         |
| 168                                   | 673       | Constructing Detours (8" Black Base)                                | SY           | 4,978         | \$ 53.00    | \$ 263,834.00        |
| 169                                   | 696       | Low Profile Concrete Barrier (Furnish and Install)                  | LF           | 4,620         | \$ 70.00    | \$ 323,400.00        |
| 170                                   | 696       | Low Profile Concrete Barrier (Relocate)                             | LF           | 4,280         | \$ 10.00    | \$ 42,800.00         |
| 171                                   | 696       | Low Profile Concrete Barrier (Remove)                               | LF           | 4,620         | \$ 12.00    | \$ 55,440.00         |
| <b>SUBTOTAL TRAFFIC CONTROL ITEMS</b> |           |   |              |               |             | <b>\$ 728,311.90</b> |

**H. STORM WATER POLLUTION PREVENTION ITEMS**

| Item No.   | Spec. No. | Item Description   | Unit Measure | Unit Quantity | Unit Price  | Total in Figures     |
|--|-----------|--|--------------|---------------|-------------|----------------------|
| 172  | 162       | Sodding for Erosion Control (Various Widths)   | SY           | 4,883         | \$ 4.00     | \$ 19,532.00         |
| 173  | 165       | Hydro-Mulch Seeding  | AC           | 6             | \$ 1,500.00 | \$ 9,000.00          |
| 174  | 713       | Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)   | LF           | 893           | \$ 5.00     | \$ 4,465.00          |
| 175  | 719       | Inlet Protection Barriers (Stage I)  | EA           | 31            | \$ 75.00    | \$ 2,325.00          |
| 176  | 719       | Inlet Protection Barriers (Stage II)   | EA           | 42            | \$ 75.00    | \$ 3,150.00          |
| 177  | 724       | Stabilized Construction Access (Type 1-Rock. 60% of unit cost for furnish and install; 40% of unit cost for removal) | SY           | 888           | \$ 3.00     | \$ 2,664.00          |
| 178  | 730       | Concrete Truck Washout Structures (60% of unit cost for furnish and install; 40% of unit cost for removal)           | EA           | 8             | \$ 2,000.00 | \$ 16,000.00         |
| 179  | 750       | Rock Filter Dam (Type 2. 60% of unit cost for furnish and install; 40% of unit cost for removal)                     | EA           | 4             | \$ 25.00    | \$ 100.00            |
| 180  | 751       | SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)   | MO           | 17            | \$ 6,000.00 | \$ 102,000.00        |
| <b>SUBTOTAL STORM WATER POLLUTION PREVENTION ITEMS</b> |           |  |              |               |             | <b>\$ 159,236.00</b> |

**I. EXTRA WORK ITEMS**

| Item No.  | Spec. No. | Item Description  | Unit Measure | Unit Quantity | Unit Price | Total In Figures |
|---|-----------|---|--------------|---------------|------------|------------------|
| 181   | 110       | Ditch Excavation  | CY           | 200           | \$ 20.00   | \$ 4,000.00      |
| 182   | 130       | Borrow  | CY           | 200           | \$ 25.00   | \$ 5,000.00      |
| 183   | 530       | Concrete Sidewalk - 4-1/2" Thick  | SY           | 350           | \$ 65.00   | \$ 22,750.00     |
| 184   | 556       | Four Strand Barbed Wire Fence Including Gates                           | LF           | 1,000         | \$ 12.00   | \$ 12,000.00     |
| 185   | 559       | Construction Safety Fence   | LF           | 1,500         | \$ 3.00    | \$ 4,500.00      |
| 186   | 672       | Off Duty Uniformed Officer as Directed by Engineer (Min Bid \$40.00/HR) | HOUR         | 240           | \$ 55.00   | \$ 13,200.00     |
| <b>SUBTOTAL EXTRA ITEMS</b>                         |           |   |              |               |            | \$ 61,450.00     |
| <b>TOTAL BASE BID PRICE (ITEM A THROUGH ITEM I)</b> |           |   |              |               |            | \$ 8,162,666.05  |

# 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:**  
2021-829267

**Date Filed:**  
12/03/2021

**Date Acknowledged:**  
12/21/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
RAC Industries LLC  
Pasadena, 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.**  
B22-032  
Paving and Drainage Improvements on Greenbusch Road from Ensley Hollow Drive to 300 Feet North of Westheimer Parkway for Fort Bend County Mobility Bond Project No. 13312.

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

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

**6 UNSWORN DECLARATION**

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

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

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

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

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