

**Fort Bend County Tabulation  
 Bid 22-060  
 West Airport Pavement Rehabilitation  
 for Fort Bend County Mobility Bond 20319x**

**Recommended: Teamwork Construction Services, Inc. \$474,600.00  
 Funding: Mobility Bonds**

| <b>Company</b>                                      | <b>Bid Price</b> | <b>Completion Time in<br/>Calendar Days</b> |
|---|------------------|---|
| Teamwork Construction Services, Inc.<br>Houston, TX | \$474,600.00     | 120   |
| Jerdon Enterprise, L.P.<br>Stafford, TX             | \$565,999.50     | 120   |
| Total Contracting Limited<br>Houston, TX            | \$620,725.00     | 180   |
| Main Lane Industries, Ltd.<br>Houston, TX           | \$876,900.00     | 180   |

| Item No. | Item Description | Spec No. | Unit Measure | Estimated Quantity | Teamwork Construction Services, Inc. |                  | Jerdon Enterprise, L.P. |                  | Total Contracting Limited |                  | Main Lane Industries, Ltd. |                  |
|----------|------------------|----------|--------------|--------------------|--------------------------------------|------------------|-------------------------|------------------|---------------------------|------------------|----------------------------|------------------|
|          |                  |          |              |                    | Unit Price                           | Total in Figures | Unit Price              | Total in Figures | Unit Price                | Total in Figures | Unit Price                 | Total in Figures |

**A SITE PREPARATION & WORK ZONE**

|  |                 |        |    |   |             |                    |             |                     |              |                     |             |                     |
|--|-----------------|--------|----|---|-------------|--------------------|-------------|---------------------|--------------|---------------------|-------------|---------------------|
| 1  | TRAFFIC CONTROL | HC 671 | MO | 6 | \$ 1,450.00 | \$ 8,700.00        | \$ 5,250.00 | \$ 31,500.00        | \$ 15,000.00 | \$ 90,000.00        | \$ 2,000.00 | \$ 12,000.00        |
| <b>SUBTOTAL SITE PREPARATION &amp; WORK ZONE ITEMS</b> |                 |        |    |   |             | <b>\$ 8,700.00</b> |             | <b>\$ 31,500.00</b> |              | <b>\$ 90,000.00</b> |             | <b>\$ 12,000.00</b> |

**B ROADWAY**

|                               |  |        |    |       |           |                      |           |                      |           |                      |           |                      |
|-------------------------------|--|--------|----|-------|-----------|----------------------|-----------|----------------------|-----------|----------------------|-----------|----------------------|
| 2                             | 9" CONCRETE PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT   | HC 361 | SY | 328   | \$ 160.00 | \$ 52,480.00         | \$ 245.00 | \$ 80,360.00         | \$ 145.00 | \$ 47,560.00         | \$ 350.00 | \$ 114,800.00        |
| 3                             | 8" CONCRETE PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT   | HC 361 | SY | 1,561 | \$ 132.00 | \$ 206,052.00        | \$ 185.00 | \$ 288,785.00        | \$ 140.00 | \$ 218,540.00        | \$ 315.00 | \$ 491,715.00        |
| 4                             | REMOVE & REPLACE 6" CURB   | HC 104 | LF | 1,135 | \$ 20.00  | \$ 22,700.00         | \$ 11.00  | \$ 12,485.00         | \$ 15.00  | \$ 17,025.00         | \$ 28.00  | \$ 31,780.00         |
| 5                             | PLACE AND COMPACT 8" CEMENT STABILIZED SAND FOR SUBGRADE (MINIMUM 2 SACKS PER CY)                      | HC 433 | CY | 461   | \$ 98.00  | \$ 45,178.00         | \$ 100.00 | \$ 46,100.00         | \$ 60.00  | \$ 27,660.00         | \$ 60.00  | \$ 27,660.00         |
| 6                             | OVER EXCAVATION OF UNSUITBALE SUBGRADE (TO BE USED ONLY AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER) | HC 110 | CY | 461   | \$ 24.00  | \$ 11,064.00         | \$ 40.00  | \$ 18,440.00         | \$ 50.00  | \$ 23,050.00         | \$ 25.00  | \$ 11,525.00         |
| <b>SUBTOTAL ROADWAY ITEMS</b> |  |        |    |       |           | <b>\$ 337,474.00</b> |           | <b>\$ 446,170.00</b> |           | <b>\$ 333,835.00</b> |           | <b>\$ 677,480.00</b> |

**C SWPPP**

|                             |                              |        |    |      |           |                    |           |                    |             |                     |             |                    |
|-----------------------------|------------------------------|--------|----|------|-----------|--------------------|-----------|--------------------|-------------|---------------------|-------------|--------------------|
| 7                           | BERMUDA STRIP SOD (16" WIDE) | HC 162 | LF | 1135 | \$ 6.00   | \$ 6,810.00        | \$ 7.00   | \$ 7,945.00        | \$ 10.00    | \$ 11,350.00        | \$ 2.00     | \$ 2,270.00        |
| 8                           | CONCRETE WASHOUT             | HC 730 | LS | 2    | \$ 950.00 | \$ 1,900.00        | \$ 250.00 | \$ 500.00          | \$ 1,000.00 | \$ 2,000.00         | \$ 2,000.00 | \$ 4,000.00        |
| <b>SUBTOTAL SWPPP ITEMS</b> |                              |        |    |      |           | <b>\$ 8,710.00</b> |           | <b>\$ 8,445.00</b> |             | <b>\$ 13,350.00</b> |             | <b>\$ 6,270.00</b> |

**D DRAINAGE**

|                                |                  |        |    |   |             |                    |             |                    |             |                    |             |                    |
|--------------------------------|------------------|--------|----|---|-------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|
| 9                              | INLET TOP REPAIR | HC 472 | EA | 4 | \$ 1,650.00 | \$ 6,600.00        | \$ 2,400.00 | \$ 9,600.00        | \$ 2,000.00 | \$ 8,000.00        | \$ 1,500.00 | \$ 6,000.00        |
| <b>SUBTOTAL DRAINAGE ITEMS</b> |                  |        |    |   |             | <b>\$ 6,600.00</b> |             | <b>\$ 9,600.00</b> |             | <b>\$ 8,000.00</b> |             | <b>\$ 6,000.00</b> |

**E SIGNING AND PAVEMENT MARKINGS**

|   |   |        |    |   |           |                    |           |                    |           |                    |           |                    |
|---|---|--------|----|---|-----------|--------------------|-----------|--------------------|-----------|--------------------|-----------|--------------------|
| 10  | ALUMINUM SIGNS (GROUND MOUNTED) FURNISH AND INSTALL | HC 624 | EA | 2 | \$ 715.00 | \$ 1,430.00        | \$ 771.00 | \$ 1,542.00        | \$ 750.00 | \$ 1,500.00        | \$ 750.00 | \$ 1,500.00        |
| <b>SUBTOTAL SIGNING AND PAVEMENT MARKINGS ITEMS</b> |   |        |    |   |           | <b>\$ 1,430.00</b> |           | <b>\$ 1,542.00</b> |           | <b>\$ 1,500.00</b> |           | <b>\$ 1,500.00</b> |

| Item No. | Item Description | Spec No. | Unit Measure | Estimated Quantity | Teamwork Construction Services, Inc. |                  | Jerdon Enterprise, L.P. |                  | Total Contracting Limited |                  | Main Lane Industries, Ltd. |                  |
|----------|------------------|----------|--------------|--------------------|--------------------------------------|------------------|-------------------------|------------------|---------------------------|------------------|----------------------------|------------------|
|          |                  |          |              |                    | Unit Price                           | Total in Figures | Unit Price              | Total in Figures | Unit Price                | Total in Figures | Unit Price                 | Total in Figures |

**F EXTRA WORK ITEMS**

|                                  |  |            |     |       |                      |              |                     |              |                      |              |                      |              |
|----------------------------------|--|------------|-----|-------|----------------------|--------------|---------------------|--------------|----------------------|--------------|----------------------|--------------|
| 11                               | YELLOW BUTTONS   | 624        | EA  | 200   | \$ 4.50              | \$ 900.00    | \$ 6.25             | \$ 1,250.00  | \$ 10.00             | \$ 2,000.00  | \$ 7.50              | \$ 1,500.00  |
| 12                               | WHITE BUTTONS  | 660        | LF  | 200   | \$ 4.50              | \$ 900.00    | \$ 6.25             | \$ 1,250.00  | \$ 15.00             | \$ 3,000.00  | \$ 7.50              | \$ 1,500.00  |
| 14                               | 4" RAISED PVMT MARKER (BLUE BUTTONS)   | 663        | EA  | 10    | \$ 12.50             | \$ 125.00    | \$ 6.25             | \$ 62.50     | \$ 15.00             | \$ 150.00    | \$ 18.00             | \$ 180.00    |
| 15                               | REMOVE & REPLACE 24 INCH STOP BAR (THERMOPLASTIC PAINT)  | 660        | LF  | 390   | \$ 7.50              | \$ 2,925.00  | \$ 8.00             | \$ 3,120.00  | \$ 6.00              | \$ 2,340.00  | \$ 16.00             | \$ 6,240.00  |
| 16                               | REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/DASHED   | 660        | LF  | 1,000 | \$ 1.40              | \$ 1,400.00  | \$ 1.00             | \$ 1,000.00  | \$ 0.50              | \$ 500.00    | \$ 2.00              | \$ 2,000.00  |
| 17                               | 4.5" REINFORCED CONCRETE SIDEWALK  | 530        | SY  | 150   | \$ 92.00             | \$ 13,800.00 | \$ 88.00            | \$ 13,200.00 | \$ 100.00            | \$ 15,000.00 | \$ 160.00            | \$ 24,000.00 |
| 18                               | DIAMOND GRINDING OF PAVEMENT, SURFACE NOT TO EXCEED 0.25 INCHES, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER | TXDOT 3004 | LF  | 150   | \$ 8.00              | \$ 1,200.00  | \$ 11.00            | \$ 1,650.00  | \$ 15.00             | \$ 2,250.00  | \$ 90.00             | \$ 13,500.00 |
| 19                               | PRESSURE INJECTION EPOXY SEALING, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER                                | TXDOT 780  | LF  | 150   | \$ 18.00             | \$ 2,700.00  | \$ 11.00            | \$ 1,650.00  | \$ 100.00            | \$ 15,000.00 | \$ 60.00             | \$ 9,000.00  |
| 20                               | ADA RAMP - TYPE 7, AS DIRECTED BY ENGINEER   | 530        | EA  | 10    | \$ 2,950.00          | \$ 29,500.00 | \$ 1,150.00         | \$ 11,500.00 | \$ 3,500.00          | \$ 35,000.00 | \$ 3,200.00          | \$ 32,000.00 |
| 21                               | HIGH DENSITY POLYURETHANE CONCRETE LIFTING, AS DIRECTED BY ENGINEER  |            | LBS | 1,000 | \$ 8.00              | \$ 8,000.00  | \$ 16.50            | \$ 16,500.00 | \$ 50.00             | \$ 50,000.00 | \$ 20.00             | \$ 20,000.00 |
| 22                               | CONCRETE CRACK SEALING, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER  | TXDOT 780  | LF  | 1,000 | \$ 9.00              | \$ 9,000.00  | \$ 2.35             | \$ 2,350.00  | \$ 15.00             | \$ 15,000.00 | \$ 35.00             | \$ 35,000.00 |
| 23                               | PLACE AND COMPACT 8" CEMENT STABILIZED SAND FOR SUBGRADE (MINIMUM 2 SACKS PER CY)                                | HC 433     | CY  | 338   | \$ 98.00             | \$ 33,124.00 | \$ 30.00            | \$ 10,140.00 | \$ 60.00             | \$ 20,280.00 | \$ 60.00             | \$ 20,280.00 |
| 24                               | OVER EXCAVATION OF UNSUITBALE SUBGRADE (TO BE USED ONLY AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER)           | HC 110     | CY  | 338   | \$ 24.00             | \$ 8,112.00  | \$ 15.00            | \$ 5,070.00  | \$ 40.00             | \$ 13,520.00 | \$ 25.00             | \$ 8,450.00  |
| <b>SUBTOTAL EXTRA WORK ITEMS</b> |  |            |     |       | <b>\$ 111,686.00</b> |              | <b>\$ 68,742.50</b> |              | <b>\$ 174,040.00</b> |              | <b>\$ 173,650.00</b> |              |

**BID SUMMARY (ITEMS A-F)**

|  |                      |                      |                      |                      |
|--|----------------------|----------------------|----------------------|----------------------|
| SUBTOTAL SITE PREPARATION & WORK ZONE ITEMS  | \$ 8,700.00          | \$ 31,500.00         | \$ 90,000.00         | \$ 12,000.00         |
| SUBTOTAL ROADWAY ITEMS                       | \$ 337,474.00        | \$ 446,170.00        | \$ 333,835.00        | \$ 677,480.00        |
| SUBTOTAL SWPPP ITEMS                         | \$ 8,710.00          | \$ 8,445.00          | \$ 13,350.00         | \$ 6,270.00          |
| SUBTOTAL DRAINAGE ITEMS                      | \$ 6,600.00          | \$ 9,600.00          | \$ 8,000.00          | \$ 6,000.00          |
| SUBTOTAL SIGNING AND PAVEMENT MARKINGS ITEMS | \$ 1,430.00          | \$ 1,542.00          | \$ 1,500.00          | \$ 1,500.00          |
| SUBTOTAL EXTRA WORK ITEMS                    | \$ 111,686.00        | \$ 68,742.50         | \$ 174,040.00        | \$ 173,650.00        |
| <b>TOTAL</b>                                 | <b>\$ 474,600.00</b> | <b>\$ 565,999.50</b> | <b>\$ 620,725.00</b> | <b>\$ 876,900.00</b> |



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

**Vendor Information**

Jaime Kovar  
County Purchasing Agent

Office (281) 341-8640

|  |   |        |                                 |
|--|---|--------|---------------------------------|
| Legal Company Name<br>(top line of W9)   | Teamwork Construction Services, Inc.  |        |                                 |
| Business Name<br>(if different from legal name)                                    |   |        |                                 |
| Federal ID # or S.S. #   | 20-2643495  | DUNS # |                                 |
| Type of Business   | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership<br><input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization  |        | Age in Business?                |
| Publicly Traded Business   | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____   |        |                                 |
| Remittance Address   | 16111 Hollister Street  |        |                                 |
| City/State/Zip   | Houston, Texas 77066  |        |                                 |
| Physical Address   | 16111 Hollister Street  |        |                                 |
| City/State/Zip   | Houston, Texas 77066  |        |                                 |
| Phone/Fax Number   | Phone: 281-991-7330      Fax: 281-991-7340  |        |                                 |
| Contact Person   | John A. Greenwood   |        |                                 |
| E-mail   | Estimating@TeamworkConstruction.net   |        |                                 |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ Certification # _____<br>SBE-Small Business Enterprise _____ Certification # _____<br>HUB -Texas Historically Underutilized Business _____ Certification # _____<br>WBE-Women's Business Enterprise _____ Certification # _____ |        |                                 |
| Company's gross annual receipts  | <\$500,000 _____  |        | \$500,000-\$4,999,999 _____     |
|  | \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>  |        | \$17,000,000-\$22,399,999 _____ |
|  | >\$22,400,000 _____   |        |                                 |
| NAICs codes (Please enter all that apply)  | Heavy Civil Construction  |        |                                 |
| Signature of Authorized Representative   |   |        |                                 |
| Printed Name   | John A. Greenwood   |        |                                 |
| Title  | Vice President  |        |                                 |
| Date   | 3/29/2012 <i>fg</i>   |        |                                 |

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



*Fort Bend County, Texas  
Invitation for Bid*

 **ORIGINAL**



*West Airport Pavement Rehabilitation  
for Fort Bend County Mobility Bond Project No. 20319x  
BID 22-060*

**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, March 29, 2022  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 22-060  
West Airport Pavement Rehabilitation

***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@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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


## 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, March 22, 2022 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: 

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: 



- 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 West Airport Pavement Rehabilitation, hereinafter referred to as the "Project," as specified herein.

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

A pre-bid conference will be conducted on **Tuesday, March 15, 2022 at 9:00 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 Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall

Initials of Bidder: 

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.

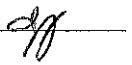
5.2.2 Provided an application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application 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 location agreed upon in writing), less retainage of ten percent (10%).

Initials of Bidder: 

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 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 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

Initials of Bidder: 



Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

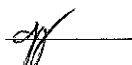
- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.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

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## 11.0 INDEMNIFICATION:

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

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

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policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **12.0 PREVAILING WAGES:**

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

General Decision Number: TX20220038 02/25/2022

Superseded General Decision Number: TX20210038

State: Texas

Construction Type: Highway

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


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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.


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Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/07/2022       |
| 1                   | 02/25/2022       |

\* SUTX2011-013 08/10/2011

|  | Rates    | Fringes |
|--|----------|---------|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | \$ 12.98 | **      |
| ELECTRICIAN  | \$ 27.11 |         |
| FORM BUILDER/FORM SETTER                               |          |         |
| Paving & Curb  | \$ 12.34 | **      |
| Structures   | \$ 12.23 | **      |
| LABORER  |          |         |
| Asphalt Raker  | \$ 12.36 | **      |
| Flagger  | \$ 10.33 | **      |
| Laborer, Common  | \$ 11.02 | **      |
| Laborer, Utility                                       | \$ 11.73 | **      |
| Pipelayer  | \$ 12.12 | **      |
| Work Zone Barricade Servicer                           | \$ 11.67 | **      |
| PAINTER (Structures)                                   | \$ 18.62 |         |
| POWER EQUIPMENT OPERATOR:                              |          |         |
| Asphalt Distributor                                    | \$ 14.06 | **      |
| Asphalt Paving Machine                                 | \$ 14.32 | **      |
| Broom or Sweeper                                       | \$ 12.68 | **      |
| Concrete Pavement Finishing Machine                    | \$ 13.07 | **      |
| Concrete Paving, Curing, Float, Texturing Machine      | \$ 11.71 | **      |
| Concrete Saw   | \$ 13.99 | **      |
| Crane, Hydraulic 80 Tons or less                       | \$ 13.86 | **      |
| Crane, Lattice boom 80 tons or less                    | \$ 14.97 | **      |
| Crane, Lattice boom over 80 Tons                       | \$ 15.80 |         |
| Crawler Tractor  | \$ 13.68 | **      |
| Excavator, 50,000 pounds or less                       | \$ 12.71 | **      |
| Excavator, Over 50,000 pounds                          | \$ 14.53 | **      |
| Foundation Drill, Crawler Mounted                      | \$ 17.43 |         |
| Foundation Drill, Truck Mounted                        | \$ 15.89 |         |
| Front End Loader 3 CY or Less                          | \$ 13.32 | **      |

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|                             |             |
|-----------------------------|-------------|
| Front End Loader, Over 3 CY | \$ 13.17 ** |
| Loader/Backhoe              | \$ 14.29 ** |
| Mechanic                    | \$ 16.96    |
| Milling Machine             | \$ 13.53 ** |
| Motor Grader, Fine Grade    | \$ 15.69    |
| Motor Grader, Rough         | \$ 14.23 ** |
| Off Road Hauler             | \$ 14.60 ** |
| Pavement Marking Machine    | \$ 11.18 ** |
| Piledriver                  | \$ 14.95 ** |
| Roller, Asphalt             | \$ 11.95 ** |
| Roller, Other               | \$ 11.57 ** |
| Scraper                     | \$ 13.47 ** |
| Spreader Box                | \$ 13.58 ** |

|                         |             |
|-------------------------|-------------|
| Servicer                | \$ 13.97 ** |
| Steel Worker            |             |
| Reinforcing Steel       | \$ 15.15    |
| Structural Steel Welder | \$ 12.85 ** |
| Structural Steel        | \$ 14.39 ** |

#### TRUCK DRIVER

|                                    |             |
|------------------------------------|-------------|
| Low Boy Float                      | \$ 16.03    |
| Single Axle                        | \$ 11.46 ** |
| Single or Tandem Axle Dump         | \$ 11.48 ** |
| Tandem Axle Tractor w/Semi Trailer | \$ 12.27 ** |

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers

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

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


#### Survey Rate Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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Washington, DC 20210

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

### **13.0 PERMITS:**

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

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

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

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

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


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

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

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


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

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by

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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 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.

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14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.


14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation.

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The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-

Initials of Bidder: 



informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

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

## 15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

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

**16.0 COMPLETION, TRANSFER, & 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:**

Initials of Bidder: \_\_\_\_\_



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

#### **18.0 INDEPENDENT CONTRACTOR:**

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

#### **19.0 NOTICE**

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the 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.

**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.
- 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:**

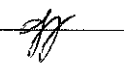
Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express 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

Initials of Bidder: 

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

**25.0 SEVERABILITY:**

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

**26.0 GOVERNING FORMS:**

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

**27.0 TAX EXEMPT:**

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

**28.0 ENTIRE AGREEMENT:**

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

**29.0 APPLICABLE LAW & 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 120 calendar days (maximum 180 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 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: B22-060.

34.2.3 Description is the title of the solicitation: West Airport Pavement Rehabilitation for Fort Bend County Mobility Bond Project No. 20319x.

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
- 37.3 Tax Form/Debt/Residence Certification
- 37.4 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet  
Bid 22-060**

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

This memorandum of agreement made and entered into on the 26 day of April, 2022,  
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  
Teamwork Construction Services, Inc. (hereinafter designated Contractor).

(company name)

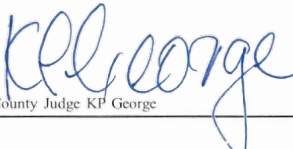
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **West Airport Pavement Rehabilitation for Fort Bend County Mobility Bond Project No. 20319x** 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 26th day of April, 2022.

Fort Bend County, Texas

By:   
County Judge KP George

County Judge, KP George

By:   
Signature of Contractor

By: John A. Greenwood, Vice-President  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Teamwork Construction Services, Inc.**

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

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**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.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**16111 Hollister Street**

**6** City, state, and ZIP code  
**Houston, Texas 77066**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

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

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

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

**Social security number**

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

**or**

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 0 | - | 2 | 6 | 4 | 3 | 4 | 9 | 5 |
|---|---|---|---|---|---|---|---|---|---|


**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶ 

Date ▶ **3/29/2022**

## 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.: B22-060

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

Taxpayer Identification Number (T.I.N.): 20-2643495

Company Name submitting Bid/Proposal: Teamwork Construction Services, Inc.

Mailing Address: 16111 Hollister Street, Houston, Texas 77066

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

N/A

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

Fort Bend County Tax Acct. No.\*Property address or location\*\*

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\* 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 Teamwork Construction Services, Inc. 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:

Teamwork Construction Services Inc. \_\_\_\_\_ (Company/Contractor)

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

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

3/29/2022  
Date

John Greenwood \_\_\_\_\_  
Printed Name

Vice - President \_\_\_\_\_  
Title

## References

Please find the following references from clients for whom a project similar to the one being bid has been successfully accomplished and completed by TEAMWORK CONSTRUCTION SERVICES, INC.

- |      |  |   |
|------|--|---|
| I.   | City of Baytown<br>Mr. Kevin Harvill<br>2123 Market Street<br>Baytown, Texas 77520<br>281-420-5300                     | Work performed: Construction of new sidewalk, ADA ramps, removal & replacement of streets/sidewalk within the city under their annual maintenance contract.   |
| II.  | City of League City<br>Mr. Kenneth Farrow<br>300 W. Walker<br>League City, TX 77573<br>281-554-1086                    | Work performed: Construction of new sidewalk, ADA ramps, removal & replacement of streets/sidewalk within the city under their annual maintenance contract.   |
| III. | Southwest Signal Supply, Inc.<br>Mr. Michael Nash<br>1107 Jackson Street<br>South Houston, Texas 77587<br>713-946-7162 | Work performed: Construction of new sidewalk, ADA ramps, and streets for Harris County.   |
| IV.  | City of Baytown<br>Mr. Dustin Schubert<br>2401 Market Street<br>Baytown, Texas 77520<br>281-420-5311                   | Work performed: Construction of various park trails and improvements within the City of Baytown.  |
| V.   | City of League City<br>Mr. Rusty Bolen<br>300 W. Walker<br>League City, Texas 77573<br>281-554-1159                    | Work performed: Construction of various park trails, sidewalks, driveways, and other various improvements throughout the City of League City.   |
| VI.  | City of Webster<br>Mr. Art Ayala<br>855 Magnolia Ave.<br>Webster, TX 77598<br>281-316-4193                             | Work performed: Installation of Sidewalk along Kobayashi Road for the City of Webster, Texas.   |
| VII. | Harris County<br>Mr. Gary Howard<br>1310 Prairie St<br>Houston, Texas 77002<br>713-274-1566                            | Work performed: Various intersection improvements including ADA ramps & left turn lanes, and repairs and replacement of concrete pavement, curbs, driveways, sidewalks, and related items for Harris County Precinct 1. |





**Construction Services**

**TEAMWORK CONSTRUCTION SERVICES, INC.**

9715 Market Street, Houston, TX 77029

Office: 281-991-7330

Fax: 281-991-7340

VIII. City of West University Place  
Mr. Patrick Walters  
3826 Amherst  
West University Place, Texas 77005  
713-662-5858

Work performed: Construction of new sidewalk, ADA ramps, removal & replacement of streets/sidewalk within the city under their annual maintenance contract.

Please feel free to contact me if you have any questions or concerns. We can provide many more references upon request.

ORIGINAL

Teamwork Construction Services, Inc.  
16111 Hollister Street  
Houston, Texas 77066


To Whom It May Concern:

Teamwork Construction Services, Inc. is primarily a civil construction firm specializing in civil concrete placement, finish and drainage work. We offer our clients a complete range of construction services. Through sound leadership and the experience of our field supervision, and office personnel, Teamwork Construction Services, Inc. is dedicated to quality construction from project inception through final completion.

Teamwork Construction Services, Inc. is privately held corporation based in Houston, Texas and serves the greater Houston area. Teamwork was incorporated in the State of Texas in March of 2005. The principal of the firm, John Greenwood, has experience of approximately 35 years in general construction and the civil construction industry in the Houston area. The organization was started approximately 14 years ago by John, who is the acting management today. There are approximately 45 employees at Teamwork who have various skills and abilities. If awarded, Teamwork plans to self-perform all work other than striping and related items. Teamwork only employs the highest qualified sub-contractors when sub-contracting work. Teamwork considers itself a full-service civil firm and enjoys working with vendors and sub-contractors of high integrity. We have a long history of providing exceptional service to municipal and governmental clients on these types of contracts; and pride ourselves in the partnership we like to provide to their personnel. Attached is a statement of qualifications and experience, current project summary, as well as a list of company assets that are available for use on this project.

Please feel free to contact us anytime and we look forward to your consideration for this proposal.

Best Regards,  
TEAMWORK CONSTRUCTION SERVICES, INC.

  
John A. Greenwood  
Vice - President

Enclosures



**Statement of Qualifications and Experience**

**Experience:** Over the least three years, a few projects similar to this project completed by Teamwork would be the City of Baytown Annual Contract at a value of \$2,000,000.00, various repair and replacement projects averaging in value of \$350,000.00 under the City of League City's Annual Contract, and the Harris County Precinct 1 Annual Contract at a value of \$1,000,000.00. All above projects were completed well within their projected contract time and with no increase in contract amount. References for these projects, and others, can be found enclosed on the references page.

**Timely Project Completion:** In our 14 years of business, we have never once exceeded contract time that resulted in payment of liquidated damages/economic disincentive. With over 45 qualified and highly skilled employees and dozens of pieces of equipment, many fewer than 5 years of age, Teamwork is well equipped to move in, complete a project in a safe and timely manner, and move out.

**Project Management:** Teamwork's owner and President, John Greenwood, has over 38 years of construction experience in the Greater Houston area. He personally oversees most projects at different stages and is a contact to both the Owner and Owner's representatives. Our project Manager, Billy Howk, who himself has over 35 years of experience in the construction industry, works more intimately with any one of our 5 highly skilled foreman that would manage the jobsite day to day and oversee the crew working. Our foreman each have, on average, 25 years of experience in the industry, and remain on the jobsite anytime the crew is onsite to ensure the project is being built per plans and specifications.

**Proposed Subcontractors/Suppliers:** Teamwork would self-perform the vast majority of the subject project. For any striping, we partner exclusively with a company by the name of Stripes & Stops, Inc., which has an impeccable record of providing exemplary service and quality of workmanship. Concrete suppliers for this project would be either Argos/Southern Star, or Dorsett. Any sand/cement stabilized sand would be provided by Gulf Coast Stabilized Materials. All steel and lumber would be provided by FabCo, LLC or HD Supply - White Cap. Teamwork holds their material vendors to the highest of quality for material.

**Safety:** Teamwork believes that its safety policies and records is one thing that can truly set us apart from the competition. During the last 5 years, we have had zero lost time incidents. That being said, since our beginning in March of 2005, we have never had a safety/OSHA violation. Teamwork provides a safety rich culture. We employ a safety professional, Juan Razo, full time on staff. We truly make an investment in our workforce and believe that safety should always be top priority.

**Claims History:** We have never, in our almost 14 years of operation, had any project of any sort gone to claim, litigation, mediation, or arbitration with the Owner or Owner's representative. We have also never failed to complete any project due to financial reasons, labor disputes, failure of employees to perform, or any other reason. We are proud of our history partnering and working with, rather against, the Owner/Owner's representative to complete the project on time, within budget, and have a finished product that everyone can be proud to have been a part of.





**Construction Services**

**TEAMWORK CONSTRUCTION SERVICES, INC.**

9715 Market Street, Houston, TX 77029

Office: 281-991-7330

Fax: 281-991-7340

## **Current Project Summary**

### **City of Baytown Annual Concrete Work Contract: Year 14**

Client: City of Baytown

Value: \$2,000,000.00

Locations: Various Locations around the City of Baytown

Summary of Work: Remove & Replace Street Pavement, Sidewalks, ADA Wheelchair Ramps, and other various tasks throughout the City.

Status: Ongoing

### **City of League City Annual Concrete Contract: Year 13**

Client: City of League City

Value: \$1,750,000.00

Location: Various Locations throughout the City of League City

Summary of Work: Remove & Replace Street Pavement, Sidewalks, ADA Wheelchair Ramps, and other various tasks throughout the City.

Status: Ongoing

### **Harris County Precinct 4 Spring Camp Maintenance Contract**

Client: Harris County Precinct 4

Value: \$1,000,000.00

Location: Various Locations throughout Harris County Precinct 4 in the Spring Camp area.

Summary of Work: Remove & Replace Street Pavement, Sidewalks, ADA Wheelchair Ramps, and other various tasks.

Status: Complete

### **Harris County Precinct 1 Maintenance Contract: Year 3**

Client: Harris County Precinct 1

Value: \$1,000,000.00

Location: Various Locations throughout Harris County Precinct 1.

Summary of Work: Remove & Replace Street Pavement, Sidewalks, ADA Wheelchair Ramps, and other various tasks.

Status: Ongoing

### **City of Webster Sidewalk Project**

Client: City of Webster

Value: \$175,000.00

Location: Sidewalk installation along Kobayashi Road in Webster, Texas

Summary of Work: Install new sidewalk along Kobayashi Road

Status: Complete

### **TIRZ #1 – St. George Place Richmond Avenue Sidewalk/Landscape Improvements**

Client: TIRZ #1 – St. George Place

Value: \$265,000.00

Location/Summary of Work: Sidewalk and Landscape installation along Richmond Avenue between South Rice and Chimney Rock near Uptown Houston.

Status: Complete



**Construction Services**

**TEAMWORK CONSTRUCTION SERVICES, INC.**

9715 Market Street, Houston, TX 77029

Office: 281-991-7330

Fax: 281-991-7340

**City of Baytown Sidewalk Improvements**

Client: City of Baytown and Harris County Transit Authority

Value: \$712,000.00

Location/Summary of Work: Installation of Sidewalk at various locations in the City of Baytown, including along Garth Road, Baker Road, and North Main Street.

Status: Complete

**City of West University Place Annual Concrete Contract**

Client: City of West University Place

Value: \$450,000.00

Location/Summary of Work: Removal & Replacement of Street Pavement, Sidewalks, ADA Wheelchair Ramps, and other various tasks throughout the City.

Status: Ongoing



# Construction Services

## Teamwork Construction Services, Inc.

### Available Equipment for Use

| Unit #  | Year | Asset Description                  | Owned/Leased |
|---------|------|------------------------------------|--------------|
| 11      | 1997 | Mack CH 613 Dump Truck             | Owned        |
| 12      | 2002 | Ford F-450 Equipment Transporter   | Owned        |
| 14      | 2005 | Ford F-750 Dump Truck              | Owned        |
| 15      | 1998 | Ford LT 8501 Dump Truck            | Owned        |
| 16      | 2000 | International Flatbed Dump Truck   | Owned        |
| 17      | 1998 | Ford LT 9513 Dump Truck            | Owned        |
| 18      | 1998 | Ford LT 9513 Dump Truck            | Owned        |
| 19      | 1989 | Ford L 8000 Heavy Equipment Hauler | Owned        |
| 20      | 1995 | International Concrete Mixer Truck | Owned        |
| 21      | 1995 | International Concrete Mixer Truck | Owned        |
| 32      | 1999 | International Concrete Mixer Truck | Owned        |
| 2       | 1996 | International Concrete Mixer Truck | Owned        |
| 92-18   | 1992 | Chevrolet 3500 Water Truck         | Owned        |
| 95-25   | 1995 | Ford F-450 Service Truck           | Owned        |
| 01-24   | 2001 | Ford F-250                         | Owned        |
| 02-10   | 2002 | Chevrolet 2500                     | Owned        |
| 02-23   | 2002 | Chevrolet 3500                     | Owned        |
| 06-20   | 2006 | Ford F-350                         | Owned        |
| 07-12   | 2007 | Chevrolet 3500                     | Owned        |
| 07-26   | 2007 | Chevrolet 3500                     | Owned        |
| 08-02   | 2008 | GMC 2500HD                         | Owned        |
| 08-14   | 2008 | Ford F-350                         | Owned        |
| 08-15   | 2008 | Ford F-250                         | Owned        |
| 08-16   | 2008 | Ford F-250                         | Owned        |
| 15-27   | 2015 | Chevrolet 3500                     | Owned        |
| 08-28   | 2008 | Chevrolet 1500                     | Owned        |
| 08-30   | 2008 | GMC Sierra 1500                    | Owned        |
| 10-29   | 2010 | Chevrolet 1500                     | Owned        |
| TR-211  | 2002 | 20' Top Hat Trailer                | Owned        |
| TR-501  | 2005 | 20' Iron Horse                     | Owned        |
| TR-602  | 2006 | 20' Trailmaster                    | Owned        |
| TR-606  | 2006 | Fallen Saw Trailer                 | Owned        |
| TR-704  | 2007 | 20' Kearney                        | Owned        |
| TR-909  | 2009 | Top Hat Dual Tandem                | Owned        |
| TR-9808 | 1998 | 20' Falcon Trailer                 | Owned        |
| TR-1212 | 2012 | 20' PJ Trailer                     | Owned        |
| TR-1513 | 2015 | 20' PJ Trailer                     | Owned        |
| TR-1714 | 2017 | 20' PJ Trailer                     | Owned        |
| EQ-8408 | 1984 | Broderson 909B                     | Owned        |
| EQ-9007 | 1990 | Case 450C Dozer                    | Owned        |
| EQ-110  | 2001 | Kabelco 135                        | Owned        |
| EQ-301  | 2003 | Case 580M Backhoe                  | Owned        |
| EQ-505  | 2005 | Takeuchi TL130                     | Owned        |
| EQ-506  | 2005 | Takeuchi TB135                     | Owned        |
| EQ-703  | 2007 | Takeuchi TB135                     | Owned        |
| EQ-710  | 2007 | Takeuchi TB135                     | Owned        |
| EQ-711  | 2007 | Takeuchi TB135                     | Owned        |
| EQ-712  | 2012 | Takeuchi TB235                     | Owned        |
| EQ-1212 | 2012 | Core Cut Concrete Saw              | Owned        |
| EQ-1613 | 2016 | Kubota KX040-4R1A                  | Owned        |
| EQ-1614 | 2016 | Kubota KX057-4R1A                  | Owned        |

\*\*\*Various other smaller pieces of equipment available for use\*\*\*



FINANCIAL STATEMENTS

**TEAMWORK CONSTRUCTION SERVICES, INC.**

HOUSTON, TEXAS

SEPTEMBER 30, 2020 AND 2019

## CONTENTS

### REVIEWED FINANCIAL STATEMENTS

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## Benton, Duroy & Ivey, P.C.

Certified Public Accountants

### INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors  
Teamwork Construction Services, Inc.  
Houston, Texas

We have reviewed the accompanying balance sheet of Teamwork Construction Services, Inc. (a Texas Corporation) as of September 30, 2020 and 2019, and the related statements of income, retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements:** Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

**Accountant's Responsibility:** Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion:** Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

*Benton, Duroy & Ivey, P.C.*

Houston, Texas  
October 4, 2020



BALANCE SHEET  
Teamwork Construction Services, Inc.  
September 30, 2020 and 2019

ASSETS

|   | <u>2020</u>         | <u>2019</u>         |
|---|---------------------|---------------------|
| CURRENT   |                     |                     |
| Cash [Note 1 & 11]  |                     |                     |
| On Deposit  | \$ 605,451          | \$ 78,040           |
| Accounts and Notes Receivable [Note 1, 2, 4 & 11]             |                     |                     |
| Estimates and Trade   | 2,032,556           | 928,277             |
| Billed Retainage  | 325,925             | 27,783              |
| Officer [Note 12]   | -0-                 | 210,186             |
| Related Party [Note 12]                                       | -0-                 | 23,500              |
|   | <u>2,358,481</u>    | <u>1,189,746</u>    |
| Contract Assets [Note 1, 2, 3 & 5]                            |                     |                     |
| Revenue Earned in Excess of Billings                          |                     |                     |
| on Contracts in Progress                                      | 141,907             | 769,621             |
| Unbilled Retainage Receivable                                 | 156,919             | 158,936             |
|   | <u>298,826</u>      | <u>928,557</u>      |
| Prepaid Expenses  |                     |                     |
| Insurance   | -0-                 | 36,276              |
| Contract Cost Asset [Note 2]                                  | 39,585              | -0-                 |
|   | <u>39,585</u>       | <u>36,276</u>       |
| Total Current Assets  | <u>3,302,343</u>    | <u>2,232,619</u>    |
| PROPERTY AND EQUIPMENT [Note 1]                               |                     |                     |
| Autos and Trucks  | 502,966             | 561,993             |
| Machinery and Equipment                                       | 682,389             | 825,709             |
| Furniture and Fixtures  | 17,226              | 15,468              |
| Buildings and Improvements                                    | 145,455             | 111,942             |
|   | <u>1,348,036</u>    | <u>1,515,112</u>    |
| Less: Accumulated Depreciation                                | 782,599             | 900,094             |
|   | <u>565,437</u>      | <u>615,018</u>      |
| OTHER ASSETS  |                     |                     |
| Long-Term Note Receivable-Related Party and Officer [Note 12] | -0-                 | 299,500             |
| TOTAL ASSETS  | <u>\$ 3,867,780</u> | <u>\$ 3,147,137</u> |

See Accompanying Notes and  
Independent Accountants' Review Report.

BALANCE SHEET  
Teamwork Construction Services, Inc.  
September 30, 2020 and 2019

LIABILITIES AND STOCKHOLDERS' EQUITY

|   | <u>2020</u>         | <u>2019</u>         |
|---|---------------------|---------------------|
| <b>CURRENT</b>  |                     |                     |
| Notes Payable - Due Within One Year [Note 1, 6 & 10]              |                     |                     |
| On Property and Equipment   | \$ 75,271           | \$ 83,423           |
| On Working Capital  | 8,025               | 299,219             |
| Paycheck Protection Loan and SBA Loan                             | 15,258              | -0-                 |
|   | <u>98,554</u>       | <u>382,642</u>      |
| Accounts Payable [Note 1 & 12]                                    |                     |                     |
| Trade   | 1,210,438           | 1,317,989           |
| Income Taxes [Note 7]   | 4,258               | 4,362               |
|   | <u>1,214,696</u>    | <u>1,322,351</u>    |
| Accrued Expenses [Note 1]   | <u>3,892</u>        | <u>114,253</u>      |
| Contract Liability [Note 1, 2, 3 & 5]                             |                     |                     |
| Billings in Excess of Revenues Earned<br>on Contracts in Progress | <u>136,693</u>      | <u>22,404</u>       |
| Total Current Liabilities   | <u>1,453,835</u>    | <u>1,841,650</u>    |
| <b>OTHER LIABILITIES</b>  |                     |                     |
| Notes Payable - Due After One Year [Note 1, 6 & 10]               |                     |                     |
| On Property and Equipment   | 442,230             | 492,399             |
| On Shareholder Loan [Note 12]                                     | 26,537              | -0-                 |
| On Working Capital  | -0-                 | 299,219             |
| Paycheck Protection Loan and SBA Loan [Note 15]                   | 891,842             | -0-                 |
|   | <u>1,360,609</u>    | <u>791,618</u>      |
| Less: Current Portion   | <u>98,554</u>       | <u>382,642</u>      |
|   | <u>1,262,055</u>    | <u>408,976</u>      |
| Deferred Income Taxes [Note 7]                                    | <u>197,712</u>      | <u>165,672</u>      |
| <b>STOCKHOLDERS' EQUITY</b>                                       |                     |                     |
| Common Stock  |                     |                     |
| Authorized 1,000 Shares, No Par Value                             |                     |                     |
| Issued and Outstanding 1,000 Shares                               | 1,000               | 1,000               |
| Additional Paid In Capital  | 100,000             | 11,537              |
| Retained Earnings   | 853,178             | 718,302             |
|   | <u>954,178</u>      | <u>730,839</u>      |
| <b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>                 | <u>\$ 3,867,780</u> | <u>\$ 3,147,137</u> |

See Accompanying Notes and  
Independent Accountants' Review Report.

STATEMENT OF INCOME AND RETAINED EARNINGS

Teamwork Construction Services, Inc.

For the Years Ended September 30, 2020 and 2019

|   | <u>2020</u>       | <u>2019</u>       |
|---|-------------------|-------------------|
| REVENUE   |                   |                   |
| Construction Income [Note 1, 2, 3, 5 & 11]      | \$ 9,538,787      | \$ 7,221,214      |
| DIRECT COST [Note 1, 2 & 3]                     |                   |                   |
| Labor   | 1,807,972         | 1,616,134         |
| Materials                                       | 4,091,096         | 2,635,278         |
| Subcontracts                                    | 814,093           | 634,263           |
| Equipment Rentals and Operating Costs [Note 12] | 604,986           | 353,599           |
| Hauling Charges                                 | 279,655           | 166,711           |
| Depreciation                                    | 119,349           | 120,282           |
| Payment and Performance Bonds                   | 38,324            | 109,407           |
| Field Maintenance and Repairs                   | 163,763           | 149,646           |
| Payroll Taxes and Insurance                     | 310,216           | 322,487           |
| Tools and Supplies                              | 105,402           | 74,786            |
| Other Job Costs                                 | 73,852            | 24,469            |
|   | <u>8,408,708</u>  | <u>6,207,062</u>  |
| FIELD PROFIT                                    | <u>1,130,079</u>  | <u>1,014,152</u>  |
| GENERAL EXPENSE [Note 1]                        |                   |                   |
| Advertising and Promotional                     | 3,790             | 3,234             |
| Auto Allowances and Operations                  | -0-               | 987               |
| Contributions                                   | 9,131             | 11,300            |
| Depreciation                                    | 6,141             | 5,133             |
| Legal and Professional                          | 28,252            | 25,987            |
| Office Supplies                                 | 42,154            | 27,265            |
| Rent [Note 12]                                  | 300,000           | 90,000            |
| Repairs and Maintenance                         | 14,144            | 21,367            |
| Salaries  | 301,711           | 261,957           |
| Taxes - Other Than Income                       | 32,830            | 54,835            |
| Telephone and Radio                             | 30,244            | 35,142            |
| Utilities                                       | 20,665            | 8,849             |
| Uniform Costs                                   | 18,832            | 19,694            |
| Safety Meeting and Expense                      | 7,723             | 12,491            |
| Health Insurance                                | 29,100            | 21,878            |
| 401K Contributions [Note 14]                    | 22,561            | 19,007            |
| Other General Expense                           | 7,483             | 42,066            |
|   | <u>874,761</u>    | <u>661,192</u>    |
| OPERATING PROFIT                                | <u>\$ 255,318</u> | <u>\$ 352,960</u> |



STATEMENT OF INCOME AND RETAINED EARNINGS

Teamwork Construction Services, Inc.  
For the Years Ended September 30, 2020 and 2019

|                                       | <u>2020</u>       | <u>2019</u>       |
|---------------------------------------|-------------------|-------------------|
| OTHER INCOME (EXPENSE)                |                   |                   |
| Interest Expense, Net                 | \$ (60,172)       | \$ (31,208)       |
| Loss on Sale of Assets                | (34,089)          | -0-               |
| Other Income                          | 9,999             | 681               |
|                                       | <u>(84,262)</u>   | <u>(30,527)</u>   |
| NET INCOME BEFORE INCOME TAXES        | <u>171,056</u>    | <u>322,433</u>    |
| INCOME TAXES (SAVINGS) [Note 7]       |                   |                   |
| Current                               | 4,140             | 6,566             |
| Deferred                              | 32,040            | 62,123            |
|                                       | <u>36,180</u>     | <u>68,689</u>     |
| NET INCOME                            | 134,876           | 253,744           |
| RETAINED EARNINGS - BEGINNING OF YEAR | <u>718,302</u>    | <u>464,558</u>    |
| RETAINED EARNINGS - END OF YEAR       | <u>\$ 853,178</u> | <u>\$ 718,302</u> |

See Accompanying Notes and  
Independent Accountants' Review Report.

**STATEMENT OF CASH FLOWS**  
Teamwork Construction Services, Inc.  
For the Years Ended September 30, 2020 and 2019  
[Note 8]

|  | <u>2020</u>       | <u>2019</u>      |
|--|-------------------|------------------|
| <b><u>OPERATING ACTIVITIES</u></b>                 |                   |                  |
| Net Income   | \$ 134,876        | \$ 253,744       |
| Adjustments to Reconcile Net Income to Net         |                   |                  |
| Cash Provided by Operating Activities:             |                   |                  |
| Depreciation                                       | 125,490           | 125,415          |
| Loss on Sale of Assets                             | 34,089            | -0-              |
| Provision for Deferred Income Taxes                | 32,040            | 62,123           |
| Changes in Operating Assets and Liabilities        |                   |                  |
| Accounts Receivable and Notes Receivable           | (867,218)         | (906,474)        |
| Contract Assets                                    | 627,714           | (751,746)        |
| Prepaid Expenses and Contract Cost Asset           | (3,309)           | (14,467)         |
| Accounts Payable                                   | (107,655)         | 1,027,537        |
| Accrued Expenses                                   | (110,361)         | (6,723)          |
| Contract Liabilities                               | 114,289           | (42,344)         |
| NET CASH USED BY OPERATING ACTIVITIES              | <u>(20,045)</u>   | <u>(252,935)</u> |
| <b><u>INVESTING ACTIVITIES</u></b>                 |                   |                  |
| Additions to Property and Equipment                | <u>(68,076)</u>   | <u>(113,277)</u> |
| NET CASH USED IN INVESTING ACTIVITIES              | <u>(68,076)</u>   | <u>(113,277)</u> |
| <b><u>FINANCING ACTIVITIES</u></b>                 |                   |                  |
| Paycheck Protection Loan                           | 410,000           | -0-              |
| Proceeds (Payments) from Working Capital Note, Net | 197,882           | 28,626           |
| Proceeds (Payments) on Real Property Note          | (26,000)          | 250,000          |
| Shareholder Loan                                   | 26,537            | -0-              |
| Net Payments on Installment Debt                   | (81,350)          | (87,423)         |
| Additional Paid in Capital                         | 88,463            | -0-              |
| NET CASH PROVIDED IN FINANCING ACTIVITIES          | <u>615,532</u>    | <u>191,203</u>   |
| INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS   | 527,411           | (175,009)        |
| CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR      | <u>78,040</u>     | <u>253,049</u>   |
| CASH AND CASH EQUIVALENTS - END OF YEAR            | <u>\$ 605,451</u> | <u>\$ 78,040</u> |

See Accompanying Notes and  
Independent Accountants' Review Report.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies

A summary of the major accounting policies followed by the Company in the preparation of the accompanying financial statements is presented below:

The Company began its operations on March 29, 2005 as a Texas Corporation and is engaged primarily in the business of civil construction consisting of roadways, including storm drainage and utilities, as well as sidewalks, trails, and related construction. The contracts are normally with local governmental agencies and vary as to the length but typically range from four months to two years in duration.

The financial statements were prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under the accrual method of accounting revenues are recognized when earned and expenses when incurred.

A financial instrument is any contract that creates a financial asset for one entity and a financial liability for, or ownership interest in, another entity. The Company's financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts payable, accrued expenses, notes payable and long-term debt. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

Accounts receivable are based on contracted prices. Normal contracts receivable are due 30 days after the issuance of the invoice. Management considers the aging of the accounts receivable, customer creditworthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms when determining the allowance and the collectibility of specific customer accounts. At December 31, 2020 and 2019 no allowance was considered necessary.

The majority of the Company's construction contracts include retainage provisions. Retainage represents amounts withheld from monthly progress billings by customers until work is substantially complete (or until certain milestones are reached, or both) to ensure that the obligations under the contract are satisfied. Because payment of retainage is not subject only to the passage of time (i.e., it is conditioned on satisfactory performance), the Company does not include unbilled retainage in accounts receivable during performance on contracts but considers it a contract asset. Retainage is invoiced and included in accounts receivable as billed retainage receivable, when obligations have been satisfied and the right to receipt is subject only to the passage of time. Contract retention are normally due 30 days after completion of the contract and acceptance by the customer and are periodically tested for impairment.

Property and equipment is stated at cost. Depreciation is calculated by using straight-line methods for book purposes and accelerated methods for federal income tax purposes based on the following estimated lives: Autos and Trucks - 5 Years; Machinery and Equipment - 5 to 7 Years; Furniture and Fixtures - 5 Years; Buildings and Improvements - 7 to 39 Years.



## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

Expenditures for repairs and maintenance are expensed as incurred. Gains and losses on dispositions of property and equipment are included in income as realized.

Depreciation expense for the years ended September 30, 2020 and 2019 was \$125,490 and \$125,415, respectively.

On October 1, 2019, the Company adopted ASC 606, "Revenue from Contracts with Customers" using the modified retrospective method applied to those contracts that were not completed as of October 1, 2019. In adopting ASC 606, the Company changed their accounting policy for revenue recognition. Results for periods prior to October 1, 2019 are not adjusted and continue to be reported in accordance with historic accounting under ASC 605, "Revenue Recognition." The cumulative impact of adopting ASC 606 would have resulted in a decrease in 2019 net income of \$12,798 which management considered as immaterial and as a result did not require an adjustment to retained earnings. However, the Company reclassified prior year balance sheet and cash flow amounts to conform to current year presentation. Revenue recognition policy is discussed further in Note 3.

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. As a construction contractor, management uses estimates for costs to complete construction projects and the contract value of its construction projects and those used in depreciating the Companies property and equipment. These estimates have a direct effect on gross profit as reported in these financial statements. It is at least reasonably possible that the estimates used will change within the next year. Actual results could differ from those estimates.

The State of Texas imposes a sales tax on all of the Company's sales to non-exempt customers. The Company collects that sales tax from customers and remits the entire amount to the State. The Company's accounting policy is to exclude the tax collected and remitted to the State from revenues and cost of sales.

### 2. Contract Assets and Liabilities

Billing practices on construction contracts are governed by the contract terms for each project and typically call for monthly billings based upon estimated progress toward completion. Billings on construction and maintenance contracts do not typically correlate with revenue recognized using the cost-to-cost input method of recognition over time. This lack of correlation results in contract assets and liabilities.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 2. Contract Assets and Liabilities (Continued)

Contract assets on the Balance Sheet comprise the following:

- Revenues earned in excess of billings on contracts in progress, representing revenues recognized in excess of amounts billed on incomplete construction contracts.
- Retainage amounts for the portion of the contract price earned for work performed but held for payment by the customer as a form of security until certain construction milestones are reached.

Revenues in excess of billings are considered contract assets only when the right to payment is not unconditional (i.e., the right to payment is conditional). Once the Company has an unconditional right to consideration under a contract, the amount of consideration unconditionally due is billed to the customer and is reclassified to accounts receivable. Consideration is considered unconditionally due when it is subject only to the passage of time. Contract assets are carried at their net realizable value and periodically tested for impairment. When contract assets are not considered recoverable, management records an impairment charge to earnings for the nonrecoverable amount.

Contract assets at September 30, 2020 and 2019 comprised the following:

|   | <u>2020</u>       | <u>2019</u>       |
|---|-------------------|-------------------|
| Revenues Earned in Excess of Billings on<br>Contracts in Progress | \$ 141,907        | \$ 769,621        |
| Unbilled Retainage Receivable                                     | <u>156,919</u>    | <u>158,936</u>    |
| Total Contract Assets   | <u>\$ 298,826</u> | <u>\$ 928,557</u> |

Contract liabilities comprise billings in excess of revenues earned on contracts in progress, representing billings in excess of revenues recognized on incomplete construction and maintenance contracts.

Contract liabilities at September 30, 2020 and 2019 comprised the following:

|   | <u>2020</u>       | <u>2019</u>      |
|---|-------------------|------------------|
| Billings in Excess of Revenues Earned on<br>Contracts in Progress | <u>\$ 136,693</u> | <u>\$ 22,404</u> |

Contract cost assets comprise costs to obtain contracts and costs to fulfill contracts. Costs to obtain a contract are capitalized if they are incremental to obtaining the contract and if they are expected to be recovered. Capitalized costs to obtain contracts are amortized over the period expected to benefit (typically the life of the contract). Management has elected, as a practical expedient, to expense, as incurred, capitalizable costs to obtain contracts when the amortization period is less than one year. Due to the practical expedient, the Company had capitalized no costs to obtain contracts during 2020 and 2019.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 2. Contract Assets and Liabilities (Continued)

The Company's capitalized fulfillment costs comprise startup costs which include engineering and bond costs that were incurred prior to starting work on the contract. Management does not believe that startup costs transfer value to the customer and therefore does not believe that they constitute performance of the contract obligations. Based on this understanding, management believes that these costs qualify for capitalization as fulfillment costs, if material.

Capitalized fulfillment costs are amortized to the associated contract cost over the life of the contract using a straight line input method. Management periodically tests the capitalized fulfillment costs for impairment. Capitalized fulfillment costs are considered impaired when the net contract cost asset plus future costs to complete the contract are less than the remaining revenue to be recognized under the contract. When capitalized contract costs are impaired, management records a charge to contract cost for the amount of the impairment.

Both amortization and impairment of capitalized contract fulfillment costs are included in direct contract cost.

Contract cost assets at December 31, 2020 and 2019 comprised the following:

|   | <u>2020</u>      | <u>2019</u>   |
|---|------------------|---------------|
| Capitalized Contract Fulfillment Costs, Gross | \$ 97,792        | -0-           |
| Less Accumulated Amortization and Impairment  | <u>58,207</u>    | <u>-0-</u>    |
| Total Contract Cost Assets, Net               | <u>\$ 39,585</u> | <u>\$ -0-</u> |

Contract cost liabilities comprise the following:

- Accrued contract costs, representing costs or labor incurred on contracts for which Teamwork has not yet received a vendor invoice or recorded at the reporting date.
- Accrued warranty costs
- Accrued estimated losses on contracts in progress, representing the accrued provision for estimated losses on contracts at the reporting date.

Contract cost liabilities at September 30, 2020 were considered immaterial and therefore not accrued.



## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 3. Revenue from Contracts with Customers

As was stated in Note 1, the Company adopted ASC 606, "Revenue from Contracts with Customers" using the modified retrospective method on October 1, 2019.

The Company is primarily engaged in the business of civil construction consisting of roadways, including storm drainage and utilities, as well as sidewalks, trails, and related construction. A substantial portion of revenue is derived from contracts that are fixed-price and is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). The method is used because management considers total cost to be the best available measure of progress on contracts. Contract durations vary, but are typically completed from four months to two years. For time and material maintenance contracts, revenue is recognized primarily on an input basis, based on contract costs incurred as defined within the respective contracts.

To determine proper revenue recognition the Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. For contracts with multiple performance obligations, management allocates the contract's transaction price to each performance obligation using the observable standalone selling price, if available, or alternatively managements best estimate of the standalone selling price of each distinct performance obligation in the contract. The primary method used to estimate standalone selling price is the expected cost plus a margin approach for each performance obligation.

As of September 30, 2020 and 2019, the Company had \$2,185,080 and \$4,092,532 of remaining performance obligations. The Company expects to recognize remaining performance obligations as revenue over the next one to three years.

Revenue components are comprised of the following as of September 30:

|                                     | <u>2020</u>         | <u>2019</u>         |
|-------------------------------------|---------------------|---------------------|
| Revenue from Construction Contracts | <u>\$ 9,538,787</u> | <u>\$ 7,221,214</u> |

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 3. Revenue from Contracts with Customers (Continued)

Accounting for long-term contracts is complex and involves the use of various techniques to estimate total transaction price and costs. For long-term contracts, transaction price, estimated cost at completion and total costs incurred to date are used to calculate revenue earned. Unforeseen events and circumstances can alter the estimate of the costs and potential profit associated with a particular contract. Total estimated costs, and thus contract revenue and income, can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, materials and equipment. Additionally, external factors such as weather, client needs, client delays in providing permits and approvals, labor availability, governmental regulation and politics may affect the progress of a project's completion, and thus the timing of revenue recognition. To the extent that original cost estimates are modified, estimated costs to complete increase, delivery schedules are delayed or progress under a contract is otherwise impeded, cash flow, revenue recognition and profitability from a particular contract may be adversely affected.

The nature of the Company's contracts give rise to several types of variable consideration, including contract modifications (change orders and claims), liquidated damages, volume discounts, performance bonuses, incentive fees, and other terms that can either increase or decrease the transaction price. We estimate variable consideration as the most likely amount to which we expect to be entitled. We include estimated amounts in the transaction price to the extent we believe we have an enforceable right, and it is probable that a significant reversal of cumulative revenue recognized will not occur. The estimates of variable consideration and the determination of whether to include estimated amounts in the transaction price are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available at this time.

Contract modifications result from changes in contract specifications or requirements. The Company considers unapproved change orders to be contract modifications for which, customers have not agreed to both scope and price. The Company considers claims to be contract modifications for which they seek, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no agreement with customers. Claims can also be caused by non-customer-caused changes, such as rain or other weather delays. Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are for goods or services that are not distinct, and, therefore, are accounted for as part of the existing contract. The effect of a contract modification on the transaction price, and our measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis. In some cases, settlement of contract modifications may not occur until after completion of work under the contract.

Because a significant change in one or more of these estimates could affect the profitability of our contracts, the Company reviews and updates contract-related estimates regularly and recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the cumulative impact of the profit adjustment is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance are using the adjusted estimate.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 3. Revenue from Contracts with Customers (Continued)

If at any time the estimate of contract profitability indicates an anticipated loss on a contract, the projected loss is recognized in full, including any previously recognized profit, in the period it is identified and recognized as an "accrued loss provision" which is included in "Contract Cost Liabilities" on the Balance Sheet. For contract revenue recognized over time, the accrued loss provision is adjusted so the gross profit for the contract remains zero in future periods.

In all forms of contracts, the Company estimates the collectability of contract amounts at the same time that they estimate project costs. If they anticipate that there may be issues associated with the collectability of the full amount calculated as the transaction price, they may reduce the amount recognized as revenue to reflect the uncertainty associated with realization of the eventual cash collection.

The timing of when the Company bills customers is generally dependent upon agreed-upon contractual terms, milestone billings based on the completion of certain phases of the work, or when services are provided. Sometimes, billing occurs subsequent to revenue recognition, resulting in unbilled revenue, which is classified as a contract asset. Also, the Company sometimes receives advances or deposits from our customers before revenue is recognized, resulting in deferred revenue, which is classified as a contract liability.

The Company policy is to order material on an as needed basis and therefore avoid large amounts of uninstalled material on hand. Revenues on uninstalled materials, if incurred, are recognized when control is transferred to the customer, which does not necessarily equate to when the cost is incurred. Under those limited circumstances (e.g., transfer of control occurs significantly before we provide services, the cost of the materials is significant), management recognizes revenue, but no profit, on certain non specific uninstalled third-party materials when the cost is incurred. If however, the material is manufactured and specific to the project the cost of the material is recorded into contract cost and revenue is recognized at that time.

Other income includes interest income, and other miscellaneous income that is secondary to company operations. The Company recognizes other income as earned.

### 4. Accounts Receivable

Components of accounts receivable as of December 31, 2020 and 2019 comprise the following:

|                                    | <u>2020</u>         | <u>2019</u>       |
|------------------------------------|---------------------|-------------------|
| Accounts Receivable Trade          |                     |                   |
| Billed Contract Receivables from:  |                     |                   |
| Construction Contracts in Progress | \$ 2,029,571        | \$ 891,756        |
| Complete Construction Contracts    | <u>328,910</u>      | <u>64,304</u>     |
|                                    | <u>\$ 2,358,481</u> | <u>\$ 956,060</u> |

NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

4. Accounts Receivable (Continued)

|                                     | <u>2020</u>   | <u>2019</u>       |
|-------------------------------------|---------------|-------------------|
| Other Accounts Receivable           |               |                   |
| Due from Officers and Related Party | \$ <u>-0-</u> | \$ <u>299,500</u> |

5. Construction Contracts in Progress

Details on incompletd construction contracts at September 30, 2020 and 2019 were as follows:

|  | <u>2020</u>      | <u>2019</u>       |
|--|------------------|-------------------|
| Cost Incurred on Contracts in Progress | \$ 2,719,714     | \$ 3,257,673      |
| Estimated Earnings (Loss)              | <u>917,510</u>   | <u>532,853</u>    |
|  | 3,637,224        | 3,790,526         |
| Less: Billings to Date                 | <u>3,632,010</u> | <u>3,043,309</u>  |
| Net Under (Over) Billings              | \$ <u>5,214</u>  | \$ <u>747,217</u> |

At September 30, 2020 and 2019, earnings on construction contracts in progress were included in contract assets and liabilities as follows:

|   | <u>2020</u>      | <u>2019</u>       |
|---|------------------|-------------------|
| Revenues Earned in Excess<br>of Billings on Contracts in Progress | \$ 141,907       | \$ 769,621        |
| Billings in Excess of Revenues Earned<br>on Contracts in Progress | <u>(136,693)</u> | <u>(22,404)</u>   |
|   | \$ <u>5,214</u>  | \$ <u>747,217</u> |

The following is a reconciliation of backlog representing signed contracts in progress at September 30, 2020 and 2019:

|  | <u>2020</u>         | <u>2019</u>         |
|--|---------------------|---------------------|
| Beginning Balance                          | \$ 4,092,532        | \$ 503,317          |
| New Contracts and Adjustments              | <u>7,631,335</u>    | <u>10,810,429</u>   |
|  | 11,723,867          | 11,313,746          |
| Less Contract Revenues Earned for the Year | <u>9,538,787</u>    | <u>7,221,214</u>    |
| Ending Balance                             | \$ <u>2,185,080</u> | \$ <u>4,092,532</u> |



## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 6. Long-Term Debt

Long-term debt consists of the following:

|  | <u>Total</u>        | <u>Current<br/>Portion</u> | <u>Long-Term<br/>Portion</u> |
|--|---------------------|----------------------------|------------------------------|
| <u>For the Year Ended September 30, 2020</u>   |                     |                            |                              |
| SBA Paycheck Protection Loan and Economic Injury Disaster Loan of \$410,000 and \$497,100, unsecured, deferred payments will be due in monthly installments ranging from \$563 to \$2,423 including principal and interest from 1.0% to 3.75% with final payments due from April 2022 to April 2050. | \$ 907,100          | \$ 15,258                  | \$ 891,842                   |
| Notes payable to financial institution collateralized by real property, guaranteed by Teamwork as the borrower and a related party, Greenwood Mercantile Company LLC, payable in monthly installments of \$1,743, with interest at 5.25%, maturing in November 2039.                                 | 224,000             | 8,025                      | 215,975                      |
| Notes payable to financial institutions, collateralized by equipment and automobiles, payable in monthly installments ranging from \$810 to \$2,191, with interest from .99% to 5.99%, maturing from July 2022 to February 2025.   | 202,972             | 75,271                     | 127,701                      |
| Notes payable to officer, unsecured loan maturing December 2021.   | <u>26,537</u>       | <u>-0-</u>                 | <u>26,537</u>                |
|  | <u>\$ 1,360,609</u> | <u>\$ 98,554</u>           | <u>\$ 1,262,055</u>          |

### For the Year Ended September 30, 2019

Working capital note payable to financial institution secured by officer guarantee, accounts receivable and equipment, interest only payable monthly at 5%, (which approximates the effective interest rate), principal due at maturity in September 2020. In 2020, the working capital loan converted to an installment loan.

|            |            |        |
|------------|------------|--------|
| \$ 299,219 | \$ 299,219 | \$ -0- |
|------------|------------|--------|

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 6. Long-Term Debt (Continued)

|  | <u>Total</u>      | <u>Current<br/>Portion</u> | <u>Long-Term<br/>Portion</u> |
|--|-------------------|----------------------------|------------------------------|
| <u>For the Year Ended September 30, 2019</u>   |                   |                            |                              |
| Notes payable to financial institution collateralized by real property, guaranteed by Teamwork as the borrower and a related party, Greenwood Mercantile Company LLC, payable in monthly installments of \$1,743, with interest at 5.85%, maturing in November 2039. | \$ 250,000        | \$ 7,494                   | \$ 242,506                   |
| Notes payable to financial institutions, collateralized by equipment and automobiles, payable in monthly installments ranging from \$810 to \$2,191, with interest from .99% to 3.99%, maturing from August 2020 to May 2024.  | <u>242,399</u>    | <u>75,929</u>              | <u>166,470</u>               |
|  | <u>\$ 791,618</u> | <u>\$ 382,642</u>          | <u>\$ 408,976</u>            |

Required principal payments on long-term debt as of September 30, 2020, are as follows:

|                           |      |                   |
|---------------------------|------|-------------------|
| Year Ending September 30, | 2021 | \$ 98,554         |
|                           | 2022 | 105,128           |
|                           | 2023 | 54,859            |
|                           | 2024 | 50,042            |
|                           | 2025 | <u>26,210</u>     |
|                           |      | <u>\$ 334,793</u> |

The company applied for a loan from the Small Business Association (SBA) in the amount of \$410,000 in accordance with the 2020 Cares Act under the Paycheck Protection Program (PPP). Based on the qualifications of the PPP loan Teamwork Construction Services could qualify to have all or a portion of the loan forgiven as a grant. In accordance with the Cares Act no payment is currently due until a determination is made by the SBA as to whether Teamwork Construction Services qualifies for grant relief under the program. The portion of the loan that could qualify for forgiveness is being shown on the September 30, 2020 Balance Sheet as a non-current liability until such determination is finalized by the SBA. In absence of the grant determination the loan provided for a six month deferral of monthly payments totaling \$2,423 that would begin on May 22, 2020 at a fixed interest rate of 1% and a maturity date of April 22, 2022.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 7. Income Taxes

Deferred Federal Income Taxes are provided principally on the excess of income recognized on the percentage-of-completion method used for financial statement purposes over income recognized on the completed-contract method used for Federal Income Tax purposes and for timing differences between reporting methods for depreciation. The deferred tax liability was computed under provisions of the Internal Revenue Code in effect at the close of the Company's current fiscal year, applicable to subsequent fiscal years.

Current and Deferred State Income Taxes are computed under provision of the Texas Comptroller of Public Accounts. Deferred State Income Taxes are applicable to the same accumulated income difference as are the deferred Federal Income Taxes, adjusted for state depreciation methods.

Effective in 2016, the Company adopted Accounting Standards Update (ASU) 2015-17, Income Taxes (Topic 740)-Balance Sheet Classification of Deferred Taxes to simplify the balance sheet presentation of its deferred tax assets and liabilities. In accordance with ASU 2015-17, the Company is required to classify all deferred tax assets and liabilities as long-term on its balance sheet regardless of the classification of the underlying asset or liability that creates the deferred income taxes.

The Company adopted ASC Topic 740-10, Accounting for Uncertainty in Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. For the years ended September 30, 2020 and 2019, based on management's evaluation, the Company has no material uncertain tax positions to be accounted for in the financial statements under the new rules. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in interest expense.

For the years ended September 30, 2020 and 2019, the accumulated net income, before provision for Income Taxes, for financial statement purposes, exceeded net income for Federal Income Tax purposes by \$1,430,961 and \$1,081,964, respectively. A deferred tax liability is applicable to the accumulated income difference.

Timing differences at year end are composed of the following:

|  | <u>2020</u>         | <u>2019</u>         |
|--|---------------------|---------------------|
| Field Profit for contracts reported on the completed contract method expected to be recognized for tax reporting purposes within the next twelve months. | \$ 917,510          | \$ 532,853          |
| Straight-Line Depreciation over accelerated methods expected to be recognized for tax reporting purposes within the next two to seven years.             | <u>513,451</u>      | <u>549,111</u>      |
|  | <u>\$ 1,430,961</u> | <u>\$ 1,081,964</u> |

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 7. Income Taxes (Continued)

The balance sheet reflects an Income Tax provision (savings) composed of the following:

#### For the Year Ended September 30, 2020

|                             | <u>Current</u>  | <u>Deferred</u>   |
|-----------------------------|-----------------|-------------------|
| Federal                     | \$ -0-          | \$ 2,744          |
| State                       | 4,140           | 29,296            |
|                             | 4,140           | 32,040            |
| Balance Forward Prior Years | 118             | 165,672           |
|                             | <u>\$ 4,258</u> | <u>\$ 197,712</u> |

#### For the Year Ended September 30, 2019

|                             |                 |                   |
|-----------------------------|-----------------|-------------------|
| Federal                     | \$ 2,308        | \$ 3,439          |
| State                       | 4,258           | 58,684            |
|                             | 6,566           | 62,123            |
| Balance Forward Prior Years | (2,204)         | 103,549           |
|                             | <u>\$ 4,362</u> | <u>\$ 165,672</u> |

During the year ended September 30, 2020 the company incurred a net operating loss of \$170,347 and made charitable contributions of \$9,131 that were suspended due to income limitations. As of September 30, 2020, when combined with 2019 carryovers, the company has an overall net operating loss carryover of \$189,939 and an overall charitable contribution carryover of \$27,311. The contributions will carryover to future tax years and expire from September 2021 to September 2025. The net operating loss will carryforward indefinitely.

### 8. Statement of Cash Flows

The Company considers all highly liquid investments, with a maturity date of three months or less when purchased, to be cash equivalents.

|   | <u>2020</u>      | <u>2019</u>      |
|---|------------------|------------------|
| Supplemental cash flow information is as follows: |                  |                  |
| Cash Paid During the Year For:                    |                  |                  |
| Interest  | <u>\$ 60,452</u> | <u>\$ 31,273</u> |



## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 9. Statement of Cash Flows (Continued)

#### Additions to Property and Equipment

|                         |                  |                   |
|-------------------------|------------------|-------------------|
| Cost of Assets Acquired | \$ 109,999       | \$ 113,277        |
| Less: Notes Given       | <u>41,923</u>    | <u>-0-</u>        |
| Cash Paid               | <u>\$ 68,076</u> | <u>\$ 113,277</u> |

### 10. Line of Credit

During the year ended September 30, 2020 the Company had available a \$500,000 secured business line of credit with Prosperity Bank, guaranteed by the Company's Accounts Receivable, Equipment, General Intangibles and Officer Guarantee. Interest only payable monthly at prime plus 1%. The 2020 line of credit matures September 2021. Outstanding draws on the line totaled \$-0- as of September 30, 2020.

### 11. Concentrations of Credit Risk

The Company operates and grants credit to customers in Houston and the surrounding area. Financial instruments that potentially subject the Company to credit risk include contracts and accounts receivable. The Company may apply for a mechanic's lien against any unpaid contract receivable in accordance with State Law.

During the year ended September 30, 2020 and 2019 one customer, Harris County, accounted for 53% and 39% of the Company's total revenues and 63% and 72% of its outstanding trade and retainage accounts receivable balance.

At September 30, 2020 the Company had one account with a balance in excess of the \$250,000 FDIC insurance limit.

### 12. Related Party Transactions

During the year ended September 30, 2019, the Company advanced \$323,000 to Greenwood Mercantile Company, LLC, which is owned by the officers of the corporation for the purchase of its new office and shop. The advance was paid back during the year ended September 30, 2020.

Rental expense to the Greenwood Mercantile Company, LLC for the office and shop totaled \$300,000 and \$90,000 during the years ended September 30, 2020 and 2019, respectively. The rental agreement renews on an annual basis.

The Company leases equipment from a related party, Astro Equipment LLC, owned by the officers of the company on a month to month basis. Astro Equipment, LLC invoiced Teamwork \$228,665 during the year ended September 30, 2020. The remaining balance owed to Astro totaled \$14,124 at September 30, 2020.

## NOTES TO FINANCIAL STATEMENTS

Teamwork Construction Services, Inc.

September 30, 2020 and 2019

### 12. Related Party Transactions (Continued)

Notes Payable to the owner of the Company totaled \$26,537 at September 30, 2020. The note is unsecured and payable in December 2021.

### 13. Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02. Leases (Topic 842), which requires lessees to record most leases on their balance sheet, while expense recognition on the statement of operations remains similar to current lease accounting guidance. The guidance also eliminates real estate-specific provisions and modifies certain aspects of lessor accounting. Under the new guidance, lease classification as either a finance lease or an operating lease will determine how lease-related revenue and expense are recognized. The pronouncement has been extended and is effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. The Company is currently evaluating the effect of the adoption of this guidance on the financial statements.

### 14. 401K Plan

Effective July 1, 2019 Teamwork initiated a retirement plan under section 401(k) of the Internal Revenue Code. Employees are eligible to participate in the plan after 3 months of service. Under the plan, employees may elect to defer up to 90% of their salary subject to the Internal Revenue Service limits. Teamwork is allowed to make discretionary contributions on the employees behalf. Employees are immediately vested in their elective deferrals, but must be employed 5 years to become 100% vested in employer matched contributions. Teamwork's contribution totaled \$22,561 and \$19,007 during the years ended September 30, 2020 and 2019.

### 15. Subsequent Events

The Company advanced Greenwood Mercantile Company, LLC \$300,000 in October 2020. The loan was used by Greenwood Mercantile Company, LLC to purchase Teamwork Construction Services, Inc new office, shop and yard. The loan is expected to be paid back to Teamwork within the next eighteen months. Once Teamwork moves to the new facility a lease agreement will be establish with Greenwood Mercantile Company, LLC. The lease terms are currently not available.

On November 2, 2020, \$400,000 of the Paycheck Protection Loan administrated under the Cares Act was forgiven by the Small Business Administration as a grant. The grant portion of the SBA loan will be recognized as other income during the September 30, 2021 year.

Management has evaluated events and transactions that occurred between September 30, 2020 and October 4, 2020, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. With the exception of the previous paragraph, no additional disclosures were considered necessary.

| Item No.                               | Description  | Spec. No.  | FB Item No. | Unit of Measure | Estimated Quantity |   | Unit Price |   | Total Price   |
|--|--|------------|-------------|-----------------|--------------------|---|------------|---|---------------|
| <b>A SITE PREPARATION</b>              |  |            |             |                 |                    |   |            |   |               |
| 1                                      | TRAFFIC CONTROL  | HC 671     |             | MO              | 6                  | x | 1450       | = | \$ 8,700.00   |
| Subtotal of A                          |  |            |             |                 |                    |   |            |   | \$ 8,700.00   |
| <b>B SUBGRADE AND PAVING</b>           |  |            |             |                 |                    |   |            |   |               |
| 2                                      | 9" CONCRETE PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT   | HC 361     |             | SY              | 328                | x | 160        | = | \$ 52,480.00  |
| 3                                      | 8" CONCRETE PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT   | HC 361     |             | SY              | 1561               | x | 132        | = | \$ 206,052.00 |
| 4                                      | REMOVE & REPLACE 6" CURB   | HC 104     |             | LF              | 1135               | x | 20         | = | \$ 22,700.00  |
| 5                                      | PLACE AND COMPACT 8" CEMENT STABILIZED SAND FOR SUBGRADE (MINIMUM 2 SACKS PER CY)                                | HC 433     |             | CY              | 461                | x | 98         | = | \$ 45,178.00  |
| 6                                      | OVER EXCAVATION OF UNSUITABLE SUBGRADE (TO BE USED ONLY AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER)           | HC 110     |             | CY              | 461                | x | 24         | = | \$ 11,064.00  |
| Subtotal of B                          |  |            |             |                 |                    |   |            |   | \$ 337,474.00 |
| <b>C SWPPPP</b>                        |  |            |             |                 |                    |   |            |   |               |
| 7                                      | BERMUDA STRIP SOD (16" WIDE)   | HC 162     |             | LF              | 1135               | x | 6          | = | \$ 6,810.00   |
| 8                                      | CONCRETE WASHOUT   | HC 730     |             | LS              | 2                  | x | 950        | = | \$ 1,900.00   |
| Subtotal of C                          |  |            |             |                 |                    |   |            |   | \$ 8,710.00   |
| <b>D DRAINAGE</b>                      |  |            |             |                 |                    |   |            |   |               |
| 9                                      | INLET TOP REPAIR   | HC 472     |             | EA              | 4                  | x | 1650       | = | \$ 6,600.00   |
| Subtotal of D                          |  |            |             |                 |                    |   |            |   | \$ 6,600.00   |
| <b>E SIGNING AND PAVEMENT MARKINGS</b> |  |            |             |                 |                    |   |            |   |               |
| 10                                     | ALUMINUM SIGNS (GROUND MOUNTED) FURNISH AND INSTALL  | HC 624     |             | EA              | 2                  | x | 715        | = | \$ 1,430.00   |
| Subtotal of E                          |  |            |             |                 |                    |   |            |   | \$ 1,430.00   |
| <b>F EXTRA WORK ITEMS</b>              |  |            |             |                 |                    |   |            |   |               |
| 11                                     | YELLOW BUTTONS   | HC 624     |             | EA              | 200                | x | 4.5        | = | \$ 900.00     |
| 12                                     | WHITE BUTTONS  | HC 660     |             | LF              | 200                | x | 4.5        | = | \$ 900.00     |
| 13                                     | 4" RAISED PVMT MARKER (BLUE BUTTONS)   | HC 663     |             | EA              | 10                 | x | 12.5       | = | \$ 125.00     |
| 14                                     | REMOVE & REPLACE 24 INCH STOP BAR (THERMOPLASTIC PAINT)  | HC 660     |             | LF              | 390                | x | 7.5        | = | \$ 2,925.00   |
| 15                                     | REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/DASHED   | HC 660     |             | LF              | 1000               | x | 1.4        | = | \$ 1,400.00   |
| 16                                     | 4.5" REINFORCED CONCRETE SIDEWALK  | HC 530     |             | SY              | 150                | x | 92         | = | \$ 13,800.00  |
| 17                                     | DIAMOND GRINDING OF PAVEMENT, SURFACE NOT TO EXCEED 0.25 INCHES, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER | TXDOT 3004 |             | LF              | 150                | x | 8          | = | \$ 1,200.00   |
| 18                                     | PRESSURE INJECTION EPOXY SEALING, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER                                | TXDOT 780  |             | LF              | 150                | x | 18         | = | \$ 2,700.00   |
| 19                                     | ADA RAMP - TYPE 7, AS DIRECTED BY ENGINEER   | HC 530     |             | EA              | 10                 | x | 2950       | = | \$ 29,500.00  |
| 20                                     | HIGH DENSITY POLYURETHANE CONCRETE LIFTING, AS DIRECTED BY ENGINEER  |            |             | LBS             | 1000               | x | 8          | = | \$ 8,000.00   |
| 21                                     | CONCRETE CRACK SEALING, PER TXDOT STANDARDS AND AS DIRECTED BY ENGINEER  | TXDOT 780  |             | LF              | 1000               | x | 9          | = | \$ 9,000.00   |
| 22                                     | PLACE AND COMPACT 8" CEMENT STABILIZED SAND FOR SUBGRADE (MINIMUM 2 SACKS PER CY)                                | HC 433     |             | CY              | 338                | x | 98         | = | \$ 33,124.00  |
| 23                                     | OVER EXCAVATION OF UNSUITABLE SUBGRADE (TO BE USED ONLY AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER)           | HC 110     |             | CY              | 338                | x | 24         | = | \$ 8,112.00   |
| Subtotal of F                          |  |            |             |                 |                    |   |            |   | \$ 111,686.00 |
| Grant Total (Items A-F)                |  |            |             |                 |                    |   |            |   | \$ 474,600.00 |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Teamwork Construction Services, Inc.  
Houston, TX United States

**Certificate Number:**  
2022-865441

**Date Filed:**  
03/28/2022

**Date Acknowledged:**  
04/26/2022

**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.**

B22-060  
West Airport Rehabilitation for Fort bend County Mobility bond Project No. 20319X

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | Greenwood, John          | Houston, TX United States                | X  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

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

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

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

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

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