

Fort Bend County Tabulation
Bid 22-074
Construction of Walking Trail at King-Kennedy Memorial Park

Recommended: Enterprise Commercial Paving, Inc. \$270,955.00
Funding: 2015 & 2020 Parks Bond

Company	Bid Price	Completion Time in Calendar Days
Enterprise Commercial Paving, Inc. Houston, TX	\$270,955.00	45
E Contractors USA, LLC Sugar Land, TX	\$272,000.00	80
MB Western Industrial Contracting Co. Houston, TX	\$321,480.00	60



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Enterprise Commercial Paving, Inc.		
Business Name (if different from legal name)			
Federal ID # or S.S. #	20-4310207	DUNS #	78-026-8384
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 16 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	10 Stokes St.		
City/State/Zip	Houston, Texas 77022		
Physical Address	10 Stokes St.		
City/State/Zip	Houston, Texas 77022		
Phone/Fax Number	Phone: 713-432-7500	Fax:	713-432-7504
Contact Person	Darryl Hall		
E-mail	dhall@ecpaving.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input checked="" type="checkbox"/>	Certification # 21-4-11850S	<u>Exp Date</u> 12/31/23
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
		Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	237310		
Signature of Authorized Representative			
Printed Name	Darryl Hall		
Title	Estimator		
Date	04/22/2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Construction of Walking Trail at King-Kennedy Memorial Park
BID 22-074*

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, April 26, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-074
King-Kennedy Memorial Park Trail

***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

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. 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 **Thursday, April 21, 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: DA

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.

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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the construction of the walking trail at King-Kennedy Memorial Park, located at 14506 Ben Williams Dr, Kendleton, TX 77451, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Wednesday, April 20, 2022 at 10:00 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

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

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

5.0 COMPLETION TIME & PAYMENT:

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

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

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

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

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Facilities Management and Planning Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Management and Planning Department may require. This schedule, unless objected to by the Facilities Management and Planning Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

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

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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

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

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

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liability of the Contractor.

11.0 INDEMNIFICATION:

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

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

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

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20220038 01/07/2022
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.

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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.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/agencies/whd/government-contracts.

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**	

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

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

** 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,

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sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/agencies/whd/government-contracts.

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

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union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

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

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

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

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

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

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

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14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the 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.

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Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

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

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

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

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

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the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

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

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

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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:

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- 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.

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17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

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

18.0 INDEPENDENT CONTRACTOR:

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

19.0 NOTICE

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

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- 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.

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24.0 SILENCE OF SPECIFICATIONS:

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

25.0 SEVERABILITY:

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

26.0 GOVERNING FORMS:

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

27.0 TAX EXEMPT:

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

28.0 ENTIRE AGREEMENT:

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

29.0 APPLICABLE LAW & 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

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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 TEXAS ETHICS COMMISSION FORM 1295:

- 30.1 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/>
- 30.2 On-line instructions:
 - 30.2.1 Name of governmental entity is to read: Fort Bend County.
 - 30.2.2 Identification number used by the governmental entity is: B22-074.
 - 30.2.3 Description is the title of the solicitation: Construction of Walking Trail at King-Kennedy Memorial Park.
- 30.3 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.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 31.1 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.
- 31.2 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.

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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

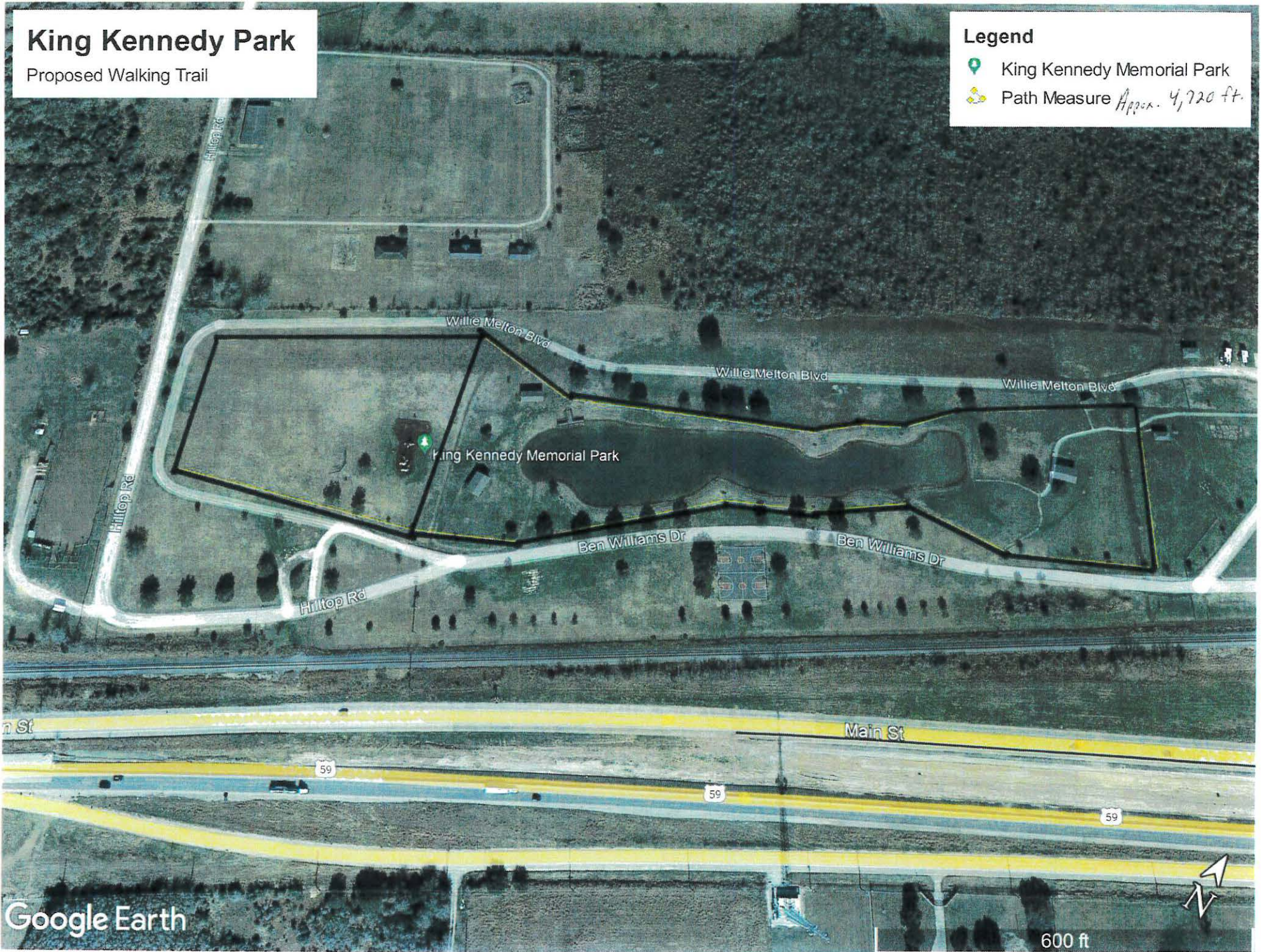
Initials of Bidder: DA

King Kennedy Park

Proposed Walking Trail

Legend

-  King Kennedy Memorial Park
-  Path Measure *Approx. 4,720 ft.*



**Contract Sheet
Bid 22-074**

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

This memorandum of agreement made and entered into on the 24 day of May, 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
Enterprise Commercial Paving, Inc. (hereinafter designated Contractor).

(company name)


WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Walking Trail at King-Kennedy Memorial Park** 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 24 day of May 2022.

Fort Bend County, Texas

By: 
County Judge KP George **County Judge, KP George**

By: 
Signature of Contractor

By: Darryl Hall - Estimator
Printed Name and Title

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
County Purchasing Agent

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

April 12, 2022

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 22-074 – Construction of Walking Trail at King-Kennedy Memorial Park

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 when returning their bid response. Changes are to specifications under Section 34.1.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at brooke.lindemann@fortbendcountytexas.gov

Enterprise Commercial Paving, Inc.

Company Name

DARRYL HALL 04/26/2022

Signature of person receiving addendum Date

* SEE ECP ATTACHMENT A AND B

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Brooke Lindemann
Senior Buyer

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Enterprise Commercial Paving, Inc

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

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

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

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

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

Other (see instructions) ▶ _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
10 Stokes Street

6 City, state, and ZIP code
Houston, TX 77022

7 List account number(s) here (optional)

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

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

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number


2	0	-	4	3	1	0	2	0	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1/1/2022**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Job No.: B22-074

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

Taxpayer Identification Number (T.I.N.): 20-4310207

Company Name submitting Bid/Proposal: Enterprise Commercial Paving, Inc.

Mailing Address: 10 Stokes St. Houston, Texas 77022

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

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

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
n/a	
_____	_____
_____	_____
_____	_____

* 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 Enterprise Commercial Paving, 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:

Enterprise Commercial Paving, Inc.

(Company/Contractor)

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



Contractor Signature

04/22/2022

Date

Darryl Hall

Printed Name

Estimator

Title



ATTACHMENT A

10 Stokes St.
Houston, TX 77022
Phone: (713) 432-7500
Fax: (713) 432-7504

ECP JOB # 22DH0413

Quote Valid Until: 6/25/2022

4/26/2022

Fort Bend County
Travis Annex
301 Jackson St., STE 201
Richmond, TX 77469

Project: FBC King-Kennedy Park Trail

Project Address: 14506 Ben Williams Dr.
Kendalton/Ft. Bend 77451

SERVICES *Initials*

ASPHALT - NEW CONSTRUCTION - ECP SCOPE CLARIFICATIONS/EXCLUSIONS:

ECP RECEIVED THIS RFQ TOO LATE TO SEND RFI'S. ECP DID NOT RECEIVE ANY SPECIFICATIONS OR PLANS OTHER THAN ADDENDUM #1.

• ITEM 34.1 - CONSTRUCT TRAIL

- a. Line item states 18,800 SF, but the dimensions given equal 28,200 SF.
- b. ECP is bidding 6' finished asphalt trail at 28,200 SF.

• ITEM 34.1.1 EXCAVATION:

- Line item states to excavate and haul off 4" of topsoil
- a. As stated ECP would have to import soil material to backfill edges to create a useable side slope of 2:1 maximum.
- b. ECP will excavate approximately 12" of existing soils, stockpile on site, and use all materials for backfill/sloping of edges to existing grade, otherwise there would be an approximate 14" drop off from edge of trail to existing or excessive cost to import new soils.

• ITEM 34.1.2 SUB-BASE STABILIZATION

- Item states to place 6" of 2 sack stabilized sand and to compact and then remix
- a. ECP recommends the client should cement stabilize existing soils, not import new material
- b. ECP recommends stabilizing to 8' width to accomodate 8' base width, and quoted 8'.
- c. If Portland cement stabilized, the ECP would not remix the material, as this would destroy the curing and bonding process of the material.
- d. ECP bid this per the line item, 7' wide - although this is believed to be an incorrect procedure in general.

ITEM 34.1.3 - BASE - NOTES

- a. Crushed Concrete base will be installed to 7' width to accomodate 6' asphalt paving, ECP quoted 7'.
- c. Line item includes prime coating to 0.2GL/SY per TXDOT standards



ATTACHMENT A

10 Stokes St.
Houston, TX 77022
Phone: (713) 432-7500
Fax: (713) 432-7504

ECP JOB # 22DH0413

Quote Valid Until: 6/25/2022

4/26/2022

Fort Bend County
Travis Annex
301 Jackson St., STE 201
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Project: FBC King-Kennedy Park Trail

Project Address: 14506 Ben Williams Dr.
Kendalton/Ft. Bend 77451

SERVICES

initials

ITEM 34.1.4 - PAVING - NOTES:

- a. Line item includes TACK coating with SS-1 emulsion to 0.1GL/SY per standards.
- b. If ECP is awarded this job 30 days will be allowed for procurement of an asphalt "trail paver" to allow for 6' paving width. Standard paving width minimum is 8'.
- c. ECP included compaction/material testing for all scope items.
- d. ECP assumes there is no cost for permits within the county, but will pull the permits in the county's name as required.

GENERAL EXCLUSIONS, ECP EXCLUDES THE FOLLOWING:

- a. SWPPP permit/fencing. Project is interior and protected from off-site erosion damage.
- b. Surveying for layout. ECP and client to mutually agree on trail layout.
- c. Grass/sod along edges. None shown or stated in scope. ECP will respread cut topsoils along

TOTAL AMOUNT \$270,955.00

Thank you for the opportunity to work with you on this project. Please note that this proposal must be signed, dated and returned before work can proceed on this project.

Enterprise Commercial Paving, Inc.

(713) 432-7500



MATERIAL SAFETY DATA SHEET
STABILIZED SAND

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: **Stabilized Sand**
Synonyms: None

Company Identification: Sprint Stabilized Materials
P.O. Box 19129
Houston, TX 77224
(713) 724-1391 (For Product Information)
(800) 424-9300 (For Emergencies)

Prepared By: Paul Eighbrett (MSDS Authoring Services)
Date: June 19,2009

2. COMPOSITION / INFORMATION ON INGREDIENTS

CONTAINING: HAZARDOUS AND/OR REGULATED COMPONENTS

<u>Chemical Name</u>	<u>Amount</u>	<u>CAS Number</u>	<u>OSHA PEL (ppm) Total Dust</u>	<u>OSHA PEL (ppm) Respirable Dust</u>	<u>ACGIH TLV (ppm) Total Dust</u>
Natural Sand	>85%	NE	15 mg/m3	5 mg/m3	10 mg/m3
Portland Cement	>5%	65997-15-1	15 mg/m3	5 mg/m3	10 mg/m3
Water	>7%	NE	NA	NA	NA

COMPOSITION COMMENT:

Trace Elements: Portland cement and Natural sand is made from materials mined from the earth and is processed using energy provided by fuels. Trace amounts of naturally occurring, potentially harmful chemical might be detected during chemical analysis. For example, Portland cement may contain up to 1.50 % insoluble residue, some of which may be free crystalline silica. Other trace constituents may include calcium oxide, free magnesium oxide, potassium and sodium sulfate compounds, and trace metal compounds.

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW
WARNING! Exposure to this product may cause skin, eye or respiratory tract irritation from abrasion

Routes of Exposure:

Eye Contact: Exposure to airborne dust during the handling or mixing of the dry ingredients in the product may cause immediate or delayed irritation or inflammation.

Skin Contact: Discomfort or pain cannot be relied upon to alert a person to a hazardous skin exposure. Consequently, the only effective means of avoiding skin injury or illness involves minimizing skin contact. Exposed persons may not feel discomfort until hours after the exposure has ended and significant injury has occurred. Exposure during the handling or mixing of the dry ingredients in this product may cause drying of the



MATERIAL SAFETY DATA SHEET

Stabilized Sand

skin with consequent mild irritation or more significant effects attributable to aggravation of other conditions.

Ingestion: Although inadvertent ingestion of small quantities of this product is not known to be harmful, accidental ingestion of larger quantities can be harmful and requires immediate medical attention.

Inhalation: Exposure to this product in excess of the applicable TVL or PEL (see section 2) may cause or aggravate other lung conditions. The ingredients in this product may contain trace amounts of crystalline silica. Exposure to these ingredients in excess of the applicable TLV or PEL (see Section 2) may cause or aggravate other lung conditions. Exposure to this product may cause irritation to the moist mucous membranes of the nose, throat, and upper respiratory system. It may also leave unpleasant deposits in the nose.

Medical Conditions which May be Aggravated by Inhalation or Dermal Exposure: Pre-existing upper respiratory and lung diseases by exposure to the dry ingredients. Persons with unusual (hyper) sensitivity to chemicals, dusts, and metallic compounds may experience adverse reactions to Portland cement.

Carcinogenic Potential: This product and its components are not listed as a carcinogen by NTP, OSHA, or IARC. It may, however, contain trace amounts of substances listed as carcinogens by these organizations including but not limited to: crystalline silica, hexavalent chromium, lead compounds, mercury compounds, nickel compounds, and possibly other chemicals which may result in exposures which require the following warning pursuant to California Proposition 65:

WARNING: This product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

4. FIRST AID MEASURES

Eyes: Immediately flush eyes thoroughly with water. Continue flushing eye for at least 15 minutes, including under lids, to remove all particles. Call physician immediately.

Skin: Wash skin with cool water and pH-neutral soap or a mild detergent intended for use on skin. Seek medical treatment in all cases of prolonged exposure to wet cement, cement mixtures, liquids from fresh cement products, or prolonged wet skin exposure to the dry cement.

Ingestion: Do not induce vomiting. If conscious, have the victim drink plenty of water and call a physician immediately.

Inhalation of Airborne Dust: Remove to fresh air. Seek medical help if coughing and other symptoms do not subside. (Inhalation of gross amounts of Portland cement requires immediate medical attention.)

5. FIRE FIGHTING MEASURES

Flash Point – None
Lower Explosive Limit – None
Upper Explosive Limit – None
Auto Ignition Temperature – Not Combustible

Extinguishing Media – Not Combustible
Special fire fighting Procedures – None
Hazardous Combustion Products – None
Unusual Fire & Explosion Hazards - None



MATERIAL SAFETY DATA SHEET

Stabilized Sand

6. ACCIDENTAL RELEASE MEASURES

Collect dry material using a scoop. Avoid actions that cause dust to become airborne. Avoid inhalation of dust and contact with skin.

Scrape up wet material and place in an appropriate container. Allow the material to "dry" before disposal. Do not attempt to wash Portland cement down sewers or storm drains.

Wear appropriate personal protective equipment as described in Section 8.

Dispose of waste material according to local, state and federal regulations.

7. HANDLING AND STORAGE

Normal temperatures and pressures do not affect the material.

Promptly remove dusty clothing or clothing which is wet with cement fluids and launder before reuse.

Wash thoroughly after exposure to dust or wet cement mixtures.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Eye Protection: When engaged in activities where wet concrete or its dry ingredients could contact the eye, wear safety glasses with side shields or goggles. In extremely dusty environments and unpredictable environments, wear unvented or indirectly vented goggles to avoid eye irritation or injury. Contact lenses should not be worn when working with Portland cement or fresh cement products.

Skin Protection: Prevention is essential to avoiding potentially severe skin injury. Avoid contact with unhardened (wet) portland cement products. If contact occurs, promptly wash affected area with soap and water. Where prolonged exposure to unhardened concrete products might occur, wear impervious clothing and gloves to eliminate skin contact. Where required, wear boots that are impervious to water to eliminate foot and ankle exposure. Do not rely on barrier creams; barrier creams should not be used in place of gloves. Periodically wash areas contacted by wet cement or its dry ingredients with a pH neutral soap and water. Wash again at the end of the work. If irritation occurs, immediately wash the affected area and seek treatment. If clothing becomes saturated with wet concrete, it should be removed and replaced with clean dry clothing.

Respiratory Protection: Avoid actions that cause dust exposure to occur. Use local or general ventilation to control exposures below applicable exposure limits. NIOSH or MSHA approved particulate filter respirators should be used in the context of respiratory protection program meeting the requirements of the OSHA respiratory protection standard [29 CFR 1910.134] to control exposures when ventilation or other controls are inadequate or discomfort or irritation is experienced. Respirator and/or filter cartridge selection should be based on American National Standards Institute (ANSI) Standards Z88.2 Practices for Respiratory Protection.

Ventilation: Use local exhaust or general dilution ventilation to control exposure within applicable limits.

MATERIAL SAFETY DATA SHEET

Stabilized Sand

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance – Granular Gray material
Odor – No Distinct Odor
Physical State – Solid
Specific Gravity (H₂O=1) – No Data
pH (in water) (ASTM D 1293-95) – No Data
Solubility in Water – Non-Soluble

Vapor Pressure – Not Applicable
Vapor Density – Not Applicable
Boiling Point – Not Applicable
Melting Point – Not Applicable
Evaporation Rate – Not Applicable

10. STABILITY AND REACTIVITY

Stability: Stable.

Conditions to avoid: Unintentional contact with water

Hazardous Polymerization: Hazardous polymerization will not occur.

Incompatibility with other materials: Wet Portland cement is alkaline. As such it is incompatible with acids, ammonium salts and aluminum metal.

Hazardous Decomposition: Will not spontaneously occur.

11. TOXICOLOGICAL INFORMATION

NIOSH conducted a study, "The Mortality of U.S. Portland Cement and Quarry Workers" (March 1985) which found: "There is no excess mortality from all causes of death, lung cancer, non-malignant respiratory disease, or ischemic heart disease" among workers studied.

12. ECOLOGICAL INFORMATION

Ecotoxicity: No recognized unusual toxicity to plants or animals.

13. DISPOSAL CONSIDERATIONS

Waste Disposal: Dispose of waste material according to local, state and federal regulations.

14. TRANSPORTATION INFORMATION

Hazardous Materials Description/Proper Shipping Name: Portland cement is not hazardous under U.S. Department of Transportation (DOT) regulations.



MATERIAL SAFETY DATA SHEET

Stabilized Sand

Hazard Class: Not Applicable

Identification Number: Not Applicable

Required Label Text: Not Applicable

Hazardous Substances/Reportable Quantities: Not Applicable

15. REGULATORY INFORMATION

FEDERAL REGULATORY STATUS:

Status under OSHA Hazard Communication Standard, 29 CFR 1910.1200: Unhardened Portland Cement is considered a "hazardous chemical" under this regulation, and should be included in the employer's hazard communication program.

Reportable Quantities Under the Clean Water Act, CERCLA, and EPCRA, 40 CFR 117, 302 and 355:
Not listed.

Hazard Category and Applicability of EPCRA Hazardous Substance Inventory Reporting, 40 CFR 370:
Portland cement qualifies as a "hazardous substance" with delayed health effects.

Applicability of EPCRA Toxic Chemical Release Inventory (TRI) Reporting, 40 CFR 372:
Not subject to TRI reporting and all potentially covered constituents are present in de minimus concentrations.

Status Under the Toxic Substances Control Act, 40 CFR 710: Portland and the chemicals present in Portland cement are on the TSCA inventory list.

Status under the Federal Hazardous Substances Act and Its Regulations: Portland cement contained in this product is a "hazardous substance" subject to the following labeling requirements for consumer use:

WARNING: INJURIOUS TO EYES. CAUSES SKIN IRRITATION. READ THIS WARNING BEFORE USING. Contains Portland Cement

Contact with wet (unhardened concrete, mortar, wet cement, or cement mixtures) can cause skin irritation, severe chemical burns, or serious eye damage. Avoid contact with eyes and skin. Wear waterproof gloves, a fully buttoned long-sleeved shirt, full-length trousers, and tight fitting eye protection when working with these materials. If you have to stand in wet concrete, use waterproof boots that are tight at tops and high enough to keep concrete from flowing into them. If you are finishing concrete wear knee pads to protect knees. Wash wet concrete, mortar, wet cement, or cement mixtures from your skin with fresh, clean water immediately after contact. Indirect contact through clothing can be as serious as direct contact, so promptly rinse out wet concrete, mortar, wet cement, or cement mixtures from clothing. Seek immediate medical attention if you have persistent or severe discomfort. In case of eye contact, flush with plenty of water for at least 15 minutes. Consult a physician immediately.

KEEP OUT OF REACH OF CHILDREN.

Status under Workplace Hazardous Materials Information System (WHMIS), Canada: Unhardened Portland Cement is considered to be a hazardous material under the Hazardous Products Act as defined by the Controlled Products Regulations (Class E - Corrosive Material) and is therefore subject to the labeling and MSDS requirements of the Workplace Hazardous Materials Information System (WHMIS).



MATERIAL SAFETY DATA SHEET
Stabilized Sand

Status under Canadian Environmental Protection Act: Not Listed.

16. OTHER INFORMATION

NFPA Ratings: Health: 1 Flammability: 0 Reactivity: 1

Label Requirements:

WARNING! INJURIOUS TO EYES. CAUSES SKIN IRRITATION. READ THIS WARNING BEFORE USING.

Other Important Information: A key to using the product safely requires the user to recognize that portland cement chemically reacts with water, and that some of the intermediate products of this reaction (that is, those present while a Portland cement product is "setting") pose a far more severe hazard than does portland cement itself.

Hazardous Material Information System (HMIS):	Health	1
	Flammability	0
	Reactivity	1
	Personal Protection	A

NFPA/HMIS Definitions: 0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme
 Protective Equipment: Safety glasses, gloves

ADDITIONAL INFORMATION:

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE OR CONCERNING THE ACCURACY OF ANY INFORMATION PROVIDED BY SPRINT STABILIZED MATERIALS, except that the product shall conform to contracted specifications. The information provided herein was believed by Sprint Stabilized Materials to be accurate at the time of preparation or prepared from sources believed to be reliable, but it is the responsibility of the user to investigate and understand other pertinent sources of information to comply with all laws and procedures applicable to the safe handling and use of the product and to determine the suitability of the product for its intended use. Buyer's exclusive remedy shall be for damages and no claim of any kind, whether as to product delivered or for non-delivery of product, and whether based on contract, breach of warranty, negligence, or otherwise shall be greater in amount than the purchase price of the quantity of product in respect of which damages are claimed. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is based on contract, breach of warranty, negligence or otherwise.

END OF MSDS

Material Safety Data Sheet

Section 1 – Chemical Product and Company Identification

Trade Name	Recycled Crushed Concrete	In Case of Emergency 281- 987-8789
Supplier	Southern Crushed Concrete Inc.	Technical Information 281-987-8789 Prepared by: Susan D. Harms, Ph.D., CIH, CSP
Synonym	Crushed Concrete	
CAS Reg. No.	Not available	
Manufacturer	Southern Crushed Concrete Inc. 14329 Chrisman Road Houston, TX 77039	

Section 2 – Composition and Information on Ingredients

Name	CAS #	% by Weight	Exposure Limits
Recycled Crushed Concrete		88-92%	None Available
Moisture		8-12%	

Section 3 – Hazards Identification

Physical State and Appearance	Semi-solid, black to brown with reddish luster, consistency of wet concrete.
Routes of Entry	Inhalation is primary route of entry; may be skin irritant
Potential Acute Health Effects	
<i>Eyes</i>	May be eye irritant
<i>Skin</i>	May be skin irritant
<i>Inhalation</i>	May cause upper respiratory irritation
<i>Ingestion</i>	Should not occur
Potential Chronic Health Effects	Chronic overexposure to airborne particulate may aggravate existing obstructive respiratory system disease(s).
Medical Conditions Aggravated by Overexposure	Pre-existing respiratory disease may be aggravated by exposure
Overexposure Signs/Symptoms	May cause coughing, difficulty breathing, shortness of breath

Section 4 – First Aid Measures

Eye Contact	Irrigate immediately for at least 15 minutes, seek medical attention
Skin Contact	Wash exposed areas with soap and water
Inhalation	Remove from exposure, support breathing if needed
Ingestion	Seek medical attention

Continued on Next Page

Notes to Physician	No additional notes
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Section 5 – Fire Fighting Measures

Flammability	Not flammable and not combustible
Flash Point	None
Flammable Limits	Not applicable
Fire Fighting Media	Use media appropriate for surrounding fire and fuel source
Protective Clothing (Fire)	Use clothing appropriate for surrounding fire and fuel source

Section 6 – Accidental Release Measures

Small Spill and Leak	No special requirements
Large Spill and Leak	No special requirements

Section 7 – Handling and Storage

Handling	Maintain moisture content at 8-12% prevent airborne dust
Storage	Store to maintain moisture and prevent airborne dust

Section 8 – Exposure Controls/Personal Protection

Engineering Controls	Maintain moisture at 8-12% to prevent airborne particulate
Personal Protective Equipment	
<i>Eyes</i>	Safety Glasses with side shields or full face shield
<i>Body</i>	Appropriate protective clothing
<i>Respiratory</i>	If particulate levels are likely to exceed allowed levels, a NIOSH approved respirator appropriate for particulate exposure and consistent with employer respiratory protection program and 29CFR1910.134, should be used
<i>Hands</i>	Work gloves to prevent abrasion and direct skin contact.
<i>Feet</i>	Safety shoes.

Possible Exposure Hazards	Exposure Limit (PEL or TLV)
Total Dust, PNO	10 mg/m ³ total dust
	Product as supplied is not a dust hazard

Section 9 – Physical and Chemical Properties

Physical State & Appearance	Sem-Solid
Odor	No appreciable odor
Color	Black to brown, reddish luster
Boiling/Condensation Point	Not applicable
Melting/Freezing Point	Not applicable

Specific Gravity	2.2 – 2.6
Vapor Pressure	Not applicable
Vapor Density	Not available.
Volatility	Not volatile
Solubility in Water	Not available.
Physical-Chemical Comments	No additional remarks.

Section 10 – Stability and Reactivity

Stability and Reactivity	Stable
Hazardous Decomposition Products	None known
Hazardous Polymerization	Will not occur

Section 11 – Toxicological Information

Toxicity to Animals	LD50. Not available LC50. Not available
Chronic Effects on Humans	Carcinogenic Effects Product as supplied is not listed.

Section 12 – Disposal Information

Waste Information	Under 40 CFR 261, this product is not hazardous as a waste
Consult your local or regional authorities.	

Section 13 – Transport Information

DOT Label Requirements	None
Reportable Quantity	None

Notice to Reader

To the best of our knowledge, the information contained herein is accurate. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution.

SS-1 TACK OIL
Material Safety Data Sheet



Manufacturer's Name: Martin Asphalt Company	Date: December, 2006
Telephone Number: 800-662-0987	Address: 300 Christy Place
For Emergency Assistance Call: (713) 941-4410	South Houston, TX 77587

NFPA HAZARD IDENTIFICATION	DEGREE OF HAZARD	HAZARD RATINGS
	HEALTH: 1 FIRE: 0 REACTIVITY: 0	0= LEAST 1= SLIGHT 2= MODERATE 3= HIGH 4= EXTREME

SECTION 1 - COMPONENT DATA	
PRODUCT NAME:	SS-1, MS-1, MS-2, LVOC-300, HFRS-2, AES-300 EMULSION
COMMON NAME	ASPHALT EMULSION, BITUMEN
CHEMICAL NAME	PETROLEUM HYDROCARBON

SECTION 2 - PHYSICAL DATA	
C.A.S. NUMBER:	8052-42-4
BOILING POINT (F):	212 ^o f
SPECIFIC GRAVITY (H2O=1):	1.01
MELTING POINT:	N.A. ^o f
VAPOR PRESSURE:	
PERCENT VOLATILE:	0
VAPOR DENSITY (AIR=1):	N/A
EVAPORATIVE RATE (EE=1):	N/A
SOLUBILITY IN WATER:	SOLUBLE
APPEARANCE AND ODOR:	BROWN LIQUID, FAINT PETROLEUM ODOR

SECTION 3 - FIRE & EXPLOSION DATA	
FLASH POINT (°F) & METHOD:	N/A
FLAMMABILITY LIMITS:	LOWER: N.A. UPPER: N.A.
AUTO IGNITION TEMPERATURE (F):	UNKNOWN
EXTINGUISHING MEDIA	USE DRY CHEMICAL, FOAM OR CARBON DIOXIDE.
SPECIAL FIRE FIGHTING PROCEDURES	WATER MAY BE INEFFECTIVE BUT CAN BE USED TO COOL CONTAINERS EXPOSED TO HEAT OR FLAME. CAUTION SHOULD BE EXERCISED WHEN USING WATER OR FOAM AS FROTHING MAY OCCUR, ESPECIALLY IF SPRAYED INTO CONTAINERS OF HOT, BURNING LIQUID.
UNUSUAL FIRE AND EXPLOSIVE CONDITIONS	DENSE SMOKE MAY BE GENERATED WHILE BURNING. CARBON MONOXIDE, CARBON DIOXIDE AND OTHER OXIDES MAY BE GENERATED AS PRODUCTS OF COMBUSTION.

*NA=NOT APPLICABLE **ND=NOT DETERMINED



SECTION 4 - REACTIVITY DATA	
STABILITY: STABLE	CONDITIONS TO AVOID: NONE
HAZARDOUS POLYMERIZATION: WILL NOT OCCUR	
INCOMPATIBILITY MATERIALS TO AVOID:	DO NOT ALLOW HOT MOLTEN PRODUCT TO CONTACT WATER OR LIQUIDS AS THIS CAN CAUSE VIOLENT ERUPTIONS. MAY REACT WITH STRONG OXIDIZING AGENTS.
HAZARDOUS DECOMPOSITION PRODUCTS:	CO, CO ₂ , OXIDES OF SULFUR AND VARIOUS HYDROCARBONS.

SECTION 5 - HEALTH HAZARD DATA	
SKIN CONTACT:	ACUTE: PROLONGED OR REPEATED CONTACT WITH COLD MATERIAL MAY CAUSE DERMATITIS. CONTACT WITH HOT MATERIAL WILL CAUSE THERMAL BURNS. EXPOSURE TO ASPHALT FUMES INCREASES SENSITIVITY TO SUNBURN. CHRONIC: MOUSE SKIN PAINTING STUDIES GIVE EVIDENCE OF SKIN CANCER.
EYE CONTACT:	ACUTE: FUMES FROM HEATED MATERIAL WILL CAUSE IRRITATION. CHRONIC: NONE KNOWN.
INHALATION:	ACUTE: UPPER RESPIRATORY TRACT (NOSE AND THROAT) IRRITATION. MAY CAUSE NAUSEA OR DIZZINESS. CHRONIC: THERE ARE NO STUDIES TO INDICATE THAT ASPHALT CAUSES CANCER OR RESPIRATORY DAMAGE IN MAN. THIS PETROLEUM BASED ASPHALT PRODUCT CONTAINS A SMALL AMOUNT OF POLYAROMATIC HYDROCARBONS WHICH HAVE BEEN SHOWN TO CAUSE CANCER AND RESPIRATORY DAMAGE IN LABORATORY ANIMALS.
HAZARDOUS INGREDIENT: ASPHALT FUME	EXPOSURE LIMITS
OSHA PEL (mg/M ³)	NONE ESTABLISHED
ACGIH TLV (mg/M ³)	5 mg/M ³
OTHER RECOMMENDED SOURCE	5mg/M ³ (NIOSH)
HAZARDOUS INGREDIENT: ASPHALT	CARCINOGENICITY
NTP LISTED	NO
IARC LISTED	YES
OSHA REGULATED	NO

SECTION 6 - EMERGENCY AND FIRST AID PROCEDURES	
EYE CONTACT	IMMEDIATELY FLUSH EYES WITH LARGE AMOUNTS OF WATER AND SEEK MEDICAL ATTENTION. IF MATERIAL IS HOT, TREAT FOR THERMAL BURNS AND TAKE VICTIM TO HOSPITAL IMMEDIATELY.
SKIN CONTACT	IF MATERIAL IS HOT, SUBMERGE INJURED AREA IN COLD WATER. IF VICTIM IS SEVERELY BURNED, REMOVE TO A HOSPITAL IMMEDIATELY. IF COOL ASPHALT CONTACTS SKIN, WASH THE AREA WITH HOT SOAPY WATER. USE OF A WATERLESS HAND CLEANER WILL HELP TO REMOVE THE ASPHALT.
INHALATION	REMOVE INDIVIDUAL TO FRESH AIR. IF IRRITATION PERSISTS, ADMINISTER OXYGEN AND SEEK MEDICAL ATTENTION.
INGESTION	DO NOT INDUCE VOMITING. SEEK MEDICAL ATTENTION.

*NA=NOT APPLICABLE **ND=NOT DETERMINED



SECTION 7 - PERSONAL HEALTH PROTECTION INFORMATION	
EYE PROTECTION	EYE PROTECTION IS NOT REQUIRED UNDER CONDITIONS OF NORMAL USE. IF MATERIAL IS HANDLED SUCH THAT IT COULD BE SPLASHED INTO EYES, WEAR PLASTIC FACE SHIELD OR SPLASH-PROOF SAFETY GOGGLES.
SKIN PROTECTION	LONG SLEEVED SHIRT AND LONG PANTS (BOOTS, GLOVES, APRONS, ETC.) OVER PARTS OF THE BODY SUBJECT TO EXPOSURE. IF HANDLING HOT MATERIAL, USE INSULATED PROTECTIVE CLOTHING (BOOTS, GLOVES, APRONS, ETC.).
RESPIRATORY PROTECTION	RESPIRATORY PROTECTION IS NOT REQUIRED UNDER CONDITIONS OF NORMAL USE. IF VAPOR OR MIST IS GENERATED WHEN THE MATERIAL IS HEATED OR HANDLED OR FUMES EXCEED 5 mg3/M USE AN ORGANIC VAPOR RESPIRATOR WITH A DUST AND MIST FILTER. ALL RESPIRATORS MUST BE NIOSH CERTIFIED. DO NOT USE COMPRESSED OXYGEN IN HYDROCARBON ATMOSPHERES.
VENTILATION	IF VAPOR OR MIST IS GENERATED WHEN THE MATERIAL IS HEATED OR HANDLED, ADEQUATE VENTILATION IN ACCORDANCE WITH GOOD ENGINEERING PRACTICE MUST BE PROVIDED TO MAINTAIN CONCENTRATIONS BELOW THE SPECIFIED EXPOSURE OR FLAMMABLE LIMITS.
OTHER	CONSUMPTION OF FOOD AND BEVERAGES SHOULD BE AVOIDED IN WORK AREAS WHERE HYDROCARBONS ARE PRESENT. ALWAYS WASH HANDS AND FACE WITH SOAP AND WATER BEFORE EATING, DRINKING, OR SMOKING.

SECTION 8 - SPILL, LEAK & DISPOSAL PROCEDURES	
STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED	CONSULT HEALTH HAZARD DATA IN SECTION 5, PERSONAL HEALTH PROTECTION INFORMATION IN SECTION 7, FIRE & EXPLOSION DATA IN SECTION 3, AND REACTIVITY DATA IN SECTION 4. NOTIFY APPROPRIATE AUTHORITIES OF SPILL. CONTAIN SPILL IMMEDIATELY. DO NOT ALLOW SPILL TO ENTER SEWERS OR WATERCOURSES. REMOVE ALL SOURCES OF IGNITION. ABSORB WITH APPROPRIATE INERT MATERIAL SUCH AS SAND, CLAY, ETC. LARGE SPILLS MAY BE PICKED UP USING VACUUM PUMPS, SHOVELS, BUCKETS OR OTHER MEANS AND PLACED IN DRUMS OR OTHER SUITABLE CONTAINERS.
WASTE DISPOSAL METHOD	ALL DISPOSALS MUST COMPLY WITH FEDERAL, STATE, AND LOCAL REGULATIONS. THE MATERIAL, IF SPILLED OR DISCARDED, MAY BE A REGULATED WASTE. REFER TO STATE AND LOCAL REGULATIONS. CAUTION! IF REGULATED SOLVENTS ARE USED TO CLEAN UP SPILLED MATERIAL, THE RESULTING WASTE MIXTURE MAY BE REGULATED. DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS MAY APPLY FOR TRANSPORTING THIS MATERIAL WHEN SPILLED. WASTE MATERIAL MAY BE LANDFILLED OR INCINERATED AT AN APPROVED FACILITY. MATERIALS SHOULD BE RECYCLED IF POSSIBLE.

SECTION 9 - SPECIAL PRECAUTIONS/ADDITIONAL INFORMATION	
HANDLING AND STORAGE REQUIREMENTS	DO NOT TRANSFER TO UNMARKED CONTAINERS. STORE IN CLOSED CONTAINERS AWAY FROM HEAT, SPARKS, OPEN FLAME, OR OXIDIZING MATERIALS. THIS PRODUCT IS NOT CLASSIFIED AS HAZARDOUS UNDER DOT REGULATIONS. FIRE EXTINGUISHERS SHOULD BE KEPT READILY AVAILABLE. SEE NFPA 30 AND OSHA 1910.106 FLAMMABLE AND COMBUSTIBLE LIQUIDS.
ADDITIONAL INFORMATION	NONE.

The information contained herein is based on the data available to us and is believed to be correct. However, Martin Asphalt Company makes no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. This information and product is furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of use thereof.

*NA=NOT APPLICABLE **ND=NOT DETERMINED





SAFETY DATA SHEET

1. Identification

Product identifier Asphalt

Other means of identification

SDS number 208-GHS

Synonyms PBA/PG Grade Paving Asphalt, AR/AC Paving Grade Asphalt; AC Grade Petroleum Asphalt; Asphalt Cement; PEN Grade Asphalt; AS20; Emulsion Base Stock (E.B.S.) Asphalt; Asphalt, Flux; Asphalt, Saturant; Solvent Deasphalted Bottoms Petroleum Asphalt; Propane Deasphalted Bottoms Petroleum Asphalt; Vacuum Tower Bottoms Petroleum Asphalt; Steam Refined Asphalt; Mildly Oxidized Petroleum Asphalt

Recommended use Asphalt products are to be used as road and highway paving applications; waterproofing and sealing applications; coatings; or other engineering applications. Use in other applications may result in higher exposures and require additional engineering controls and personal protective equipment.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer/Supplier Valero Marketing & Supply Company and Affiliates
One Valero Way
San Antonio, TX 78269-6000

General Assistance 210-345-4593

E-Mail CorpHSE@valero.com

Contact Person Industrial Hygienist

Emergency Telephone 24 Hour Emergency 866-565-5220
1-800-424-9300 (CHEMTREC USA)

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Carcinogenicity Category 2

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Suspected of causing cancer.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

Response If exposed or concerned: Get medical advice/attention.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

3. Composition/information on ingredients

Mixtures	CAS number	%
Chemical name		
Asphalt	8052-42-4	0 - 100
Vacuum tower bottoms	64741-56-6	0 - 100

Distillates, petroleum residues, vacuum	68955-27-1	0 - 15
Hydrogen sulfide	7783-06-4	<0.1
Polycyclic Aromatic Hydrocarbons	130498-29-2	<0.1

Composition comments Dangerous amounts of hydrogen sulfide, a highly toxic gas, may be present, especially in the headspace of containers.

4. First-aid measures

Inhalation Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.

Skin contact In case of contact with hot or molten product, cool rapidly with water and seek immediate medical attention. Do not attempt to remove molten product from skin because skin will tear easily. Remove contaminated clothing and shoes. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, always seek medical attention.

Eye contact Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.

Ingestion Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center. Do not give mouth-to-mouth resuscitation. If vomiting occurs, keep head low so that stomach content does not get into the lungs. Never give anything by mouth to a victim who is unconscious or is having convulsions. Get medical attention immediately.

Most important symptoms/effects, acute and delayed Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Decrease in motor functions. Behavioral changes. Edema. Conjunctivitis. Proteinuria. Defating of the skin. Rash.

Indication of immediate medical attention and special treatment needed In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.

General information If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-fighting measures

Suitable extinguishing media Water spray. Water fog. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media Do not use water jet.

Specific hazards arising from the chemical Thermal decomposition or combustion may liberate toxic gases or fumes.

Special protective equipment and precautions for firefighters Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.

Fire-fighting equipment/instructions Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do it without risk. In the event of fire, cool tanks with water spray. Cool containers exposed to flames with water until well after the fire is out. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Water runoff can cause environmental damage. Use compatible foam to minimize vapor generation as needed.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Local authorities should be advised if significant spills cannot be contained. Keep upwind. Keep out of low areas. Ventilate closed spaces before entering. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. See Section 8 of the SDS for Personal Protective Equipment.

Methods and materials for containment and cleaning up

ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible.

Small Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Cover with plastic sheet to prevent spreading. Collect spillage. Following product recovery, flush area with water. Prevent product from entering drains. Do not allow material to contaminate ground water system. Clean surface thoroughly to remove residual contamination. Wipe up with absorbent material (e.g. cloth, fleece).

Environmental precautions

If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Review Firefighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Use compatible foam to minimize vapor generation as needed. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 1-800-424-8802. For highway or railways spills, contact Chemtrec at 1-800-424-9300.

7. Handling and storage

Precautions for safe handling

Wear personal protective equipment. Avoid breathing mist or vapor from heated material. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. Do not handle, store or open near an open flame or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use only non-sparking tools. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Material is normally stored in closed tanks at 250 to 375F. Do not handle, store or open near an open flame or sources of ignition. Protect material from direct sunlight. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feedingstuffs. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
Hydrogen sulfide (CAS 7783-06-4)	Ceiling	20 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Asphalt (CAS 8052-42-4)	TWA	0.5 mg/m3	Inhalable fraction.
Hydrogen sulfide (CAS 7783-06-4)	STEL	5 ppm	
	TWA	1 ppm	
Vacuum tower bottoms (CAS 64741-56-6)	TWA	0.5 mg/m3	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Asphalt (CAS 8052-42-4)	Ceiling	5 mg/m3	Fume.
Hydrogen sulfide (CAS 7783-06-4)	Ceiling	15 mg/m3	
		10 ppm	

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Vacuum tower bottoms (CAS 64741-56-6)	Ceiling	5 mg/m3	Fume.
Biological limit values	No biological exposure limits noted for the ingredient(s).		
Appropriate engineering controls	Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.		
Individual protection measures, such as personal protective equipment			
Eye/face protection	Wear safety glasses. If splash potential exists, wear full face shield or chemical goggles.		
Skin protection			
Hand protection	Avoid exposure - obtain special instructions before use. Wear protective gloves. Protective gloves.		
Other	Wear chemical-resistant, impervious gloves. Flame retardant protective clothing is recommended.		
Respiratory protection	Wear a NIOSH-approved (or equivalent) respirator as needed.		
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.		
General hygiene considerations	Consult supervisor for special handling instructions. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Wash hands before breaks and immediately after handling the product. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practice.		

9. Physical and chemical properties

Appearance	Dark brown to black liquid at normal use temperatures above 300F. Semi-solid at 70F.
Physical state	Liquid.
Form	Semi-Solid at 70F
Color	Brown/black.
Odor	Strong petroleum.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	100 - 150 °F (37.78 - 65.56 °C) (Softening point)
Initial boiling point and boiling range	700 - 1100.1 °F (371.11 - 593.39 °C)
Flash point	> 350.1 °F (> 176.7 °C) Closed Cup
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	> 0.9
Flammability limit - upper (%)	< 7
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 0.01 kPa @ 20 °C
Vapor density	> 1.6 (Air = 1)
Relative density	1 - 1.2 (Water=1)
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 600.1 °F (> 315.61 °C)
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	Not available.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition; they may explode and cause injury or death.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May be harmful if swallowed.
Inhalation	May be harmful if inhaled. In high concentrations, vapors and spray mists are narcotic and may cause headache, fatigue, dizziness and nausea.
Skin contact	May cause skin irritation.
Eye contact	May cause eye irritation.

Symptoms related to the physical, chemical and toxicological characteristics Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Decrease in motor functions. Behavioral changes. Edema. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

Information on toxicological effects

Acute toxicity Based on available data, the classification criteria are not met.

Components	Species	Test Results
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Hydrogen sulfide (CAS 7783-06-4)

Acute

Inhalation

LC50

Rat

> 0.38 mg/l, 960 Minutes

Skin corrosion/irritation Based on available data, the classification criteria are not met.

Serious eye damage/eye irritation Based on available data, the classification criteria are not met.

Respiratory or skin sensitization

Respiratory sensitization Based on available data, the classification criteria are not met.

Skin sensitization Based on available data, the classification criteria are not met.

Germ cell mutagenicity Based on available data, the classification criteria are not met.

Carcinogenicity Suspected of causing cancer. Contains polycyclic aromatic compounds (PACs). Prolonged and/or repeated skin contact with certain PACs has been shown to cause skin cancer. Prolonged and/or repeated exposures by inhalation of certain PACs may also cause cancer of the lung and of other sites of the body.

Occupational exposure to straight-run asphalts and their emissions during road paving: 2B
Possibly carcinogenic to humans.

IARC Monographs. Overall Evaluation of Carcinogenicity

Asphalt (CAS 8052-42-4)

2B Possibly carcinogenic to humans.

Vacuum tower bottoms (CAS 64741-56-6)

2B Possibly carcinogenic to humans.

Reproductive toxicity Based on available data, the classification criteria are not met.

Specific target organ toxicity - single exposure Based on available data, the classification criteria are not met.

Specific target organ toxicity - repeated exposure Based on available data, the classification criteria are not met.

Aspiration hazard Based on available data, the classification criteria are not met.

Further information Symptoms may be delayed.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
Hydrogen sulfide (CAS 7783-06-4)		
Aquatic		
Fish	LC50	Lake whitefish (<i>Coregonus clupeaformis</i>) 0.002 mg/l, 96 hours
Persistence and degradability	Not available.	
Bioaccumulative potential	Not available.	
Mobility in soil	Not available.	
Other adverse effects	Not available.	

13. Disposal considerations

Disposal instructions Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

US RCRA Hazardous Waste U List: Reference

Hydrogen sulfide (CAS 7783-06-4) U135

Waste from residues / unused products Dispose of in accordance with local regulations.

Contaminated packaging Offer rinsed packaging material to local recycling facilities.

14. Transport information

DOT

UN number UN3257
UN proper shipping name Elevated temperature liquid, n.o.s.
Transport hazard class(es)
Class 9
Subsidiary risk -
Packing group III
Special precautions for user Not available.
Special provisions IB1, T3, TP3, TP29
Packaging exceptions None
Packaging non bulk None
Packaging bulk 247

IATA

UN number UN3257
UN proper shipping name Elevated temperature liquid, n.o.s.
Transport hazard class(es)
Class 9
Subsidiary risk -
Label(s) 9
Packing group Not applicable.
Environmental hazards No.
ERG Code 9L
Special precautions for user Not available.

IMDG

UN number UN3257
UN proper shipping name ELEVATED TEMPERATURE LIQUID, N.O.S.
Transport hazard class(es)
Class 9
Subsidiary risk -
Label(s) 9
Packing group III

Environmental hazards
Marine pollutant No.
EmS F-A, S-P
Special precautions for user Not available.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Asphalt (CAS 8052-42-4) LISTED
 Hydrogen sulfide (CAS 7783-06-4) LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - Yes
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
Hydrogen sulfide	7783-06-4	100	500 lbs		

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
 Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Polycyclic Aromatic Hydrocarbons (CAS 130498-29-2)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Hydrogen sulfide (CAS 7783-06-4)

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

WARNING: This product contains chemicals known to the State of California to cause cancer.

US. Massachusetts RTK - Substance List

Asphalt (CAS 8052-42-4)
 Hydrogen sulfide (CAS 7783-06-4)
 Vacuum tower bottoms (CAS 64741-56-6)

US. New Jersey Worker and Community Right-to-Know Act

Asphalt (CAS 8052-42-4)
 Hydrogen sulfide (CAS 7783-06-4)
 Polycyclic Aromatic Hydrocarbons (CAS 130498-29-2)
 Vacuum tower bottoms (CAS 64741-56-6)

US. Pennsylvania Worker and Community Right-to-Know Law

Asphalt (CAS 8052-42-4)
 Hydrogen sulfide (CAS 7783-06-4)
 Polycyclic Aromatic Hydrocarbons (CAS 130498-29-2)
 Vacuum tower bottoms (CAS 64741-56-6)

US. Rhode Island RTK

Hydrogen sulfide (CAS 7783-06-4)

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Asphalt (CAS 8052-42-4)

Vacuum tower bottoms (CAS 64741-56-6)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	No
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

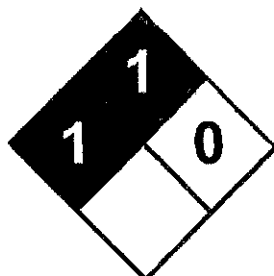
*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 27-June-2013
Revision date 05-May-2014
Version # 02

NFPA Ratings



References

ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

This material Safety Data Sheet (SDS) was prepared in accordance with 29 CFR 1910.1200 by Valero Marketing & Supply Co., ("VALERO"). VALERO does not assume any liability arising out of product use by others. The information, recommendations, and suggestions presented in this SDS are based upon test results and data believed to be reliable. The end user of the product has the responsibility for evaluating the adequacy of the data under the conditions of use, determining the safety, toxicity and suitability of the product under these conditions, and obtaining additional or clarifying information where uncertainty exists. No guarantee expressed or implied is made as to the effects of such use, the results to be obtained, or the safety and toxicity of the product in any specific application. Furthermore, the information herein is not represented as absolutely complete, since it is not practicable to provide all the scientific and study information in the format of this document, plus additional information may be necessary under exceptional conditions of use, or because of applicable laws or government regulations.

32.0 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.

33.0 ENCLOSURE:

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

Enclosure #1 –Map of Park

34.0 SPECIFICATIONS AND PRICING:

Pricing to include all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the construction of the walking trail at King-Kennedy Memorial Park as specified below. Vendors are responsible for field measurements.

34.1 King-Kennedy Memorial Park
14506 Ben Williams Dr, Kendleton, TX 77451
Construct trail approximately 18,800 SF (4,700 LF @ 6' Wide):

34.1.1 Excavation: Excavate 4" of topsoil and export off-site.

34.1.2 Sub-Base Stabilization: Place stabilized sand to proper level of compaction with a minimum of 2 sacks at 6" depth. Wet as needed and compact with vibratory roller. (1) Re-mix and (1) re-roll for max compaction and set grade with blue-top hubs.

34.1.3 Base: Import/install 6" crushed concrete base and compact with vibratory roller.

34.1.4 Pave: Install 2" hot mix asphaltic concrete, Type D and compact with vibratory roller

Total Bid Price: \$ 270,955.00

35.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 45 calendar days** after issuance of a purchase order by the County Purchasing Agent.

36.0 AWARD:

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

Initials of Bidder: DA

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.
 Enterprise Commercial Paving, Inc.
 Houston, TX United States

Certificate Number:
 2022-887769

Date Filed:
 05/18/2022

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

Date Acknowledged:
 05/24/2022

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.
 B22-074
 Construction of Walking Trail at King-Kennedy Memorial Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)