

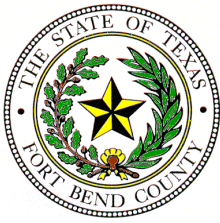
**Fort Bend County Tabulation  
 Bid 23-043  
 Witney Way Roadway Widening for  
 Fort Bend County Mobility Bond Project No. 20223X**

**Recommended: Teamwork Construction Services, Inc. \$65,549.00  
 Funding: Mobility Bonds**

Company	Bid Price	Completion Time in Calendar Days
Teamwork Construction Services, Inc. Houston, TX	\$65,549.00	60
Conrad Construction Co., LTD Houston, TX	\$99,605.00	60
DVL Enterprises, LLC Kingwood, TX	\$102,790.00	60

FBC Mobility Bond Project No. 20223X- Witney Way  
 Bid Tabulation  
 Prepared by RPS  
 May 8, 2023

					ENGINEER ESTIMATE	1st Lower Bidder		2nd Lower Bidder		3rd Lower Bidder		
						Teamwork Construction Services, Inc.		Conrad Construction Co., LTD		DVL Enterprises, LLC		
<b>A. BASE UNIT PRICE TABLE (SITE PREPARATION):</b>												
Item No.	FBC Identifier	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures
1	H00102001	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,950.00	\$ 4,950.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
2	H00104002	REMOVING CONC (CURB)	LF	247	\$ 5.00	\$ 1,235.00	\$ 5.00	\$ 1,235.00	\$ 20.00	\$ 4,940.00	\$ 10.00	\$ 2,470.00
3	H00104001	REMOVING CONC (PAV)	SY	66	\$ 20.00	\$ 1,320.00	\$ 48.00	\$ 3,168.00	\$ 25.00	\$ 1,650.00	\$ 50.00	\$ 3,300.00
<b>TOTAL BASE UNIT PRICES (FOR SITE PREPARATION AND EARTHWORK)</b>						<b>\$ 7,555.00</b>		<b>\$ 9,353.00</b>		<b>\$ 41,590.00</b>		<b>\$ 30,770.00</b>
<b>B. BASE UNIT PRICE TABLE (TRAFFIC CONTROL ITEMS):</b>												
Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures
4	H00671003	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 2,000.00	\$ 4,000.00	\$ 1,600.00	\$ 3,200.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00
<b>TOTAL BASE UNIT PRICES (TRAFFIC CONTROL ITEMS)</b>						<b>\$ 4,000.00</b>		<b>\$ 3,200.00</b>		<b>\$ 9,000.00</b>		<b>\$ 10,000.00</b>
<b>C. BASE UNIT PRICE TABLE (ROADWAY ITEMS):</b>												
Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures
5	H00110001	EXCAVATION (ROADWAY)	CY	59	\$ 15.00	\$ 885.00	\$ 38.00	\$ 2,242.00	\$ 25.00	\$ 1,475.00	\$ 40.00	\$ 2,360.00
6	H00360002	CONC PVMT (JOINT REINF) (6")	SY	264	\$ 150.00	\$ 39,600.00	\$ 105.00	\$ 27,720.00	\$ 115.00	\$ 30,360.00	\$ 150.00	\$ 39,600.00
7	H00361003	DOWELING INTO EXIST PAV (5/8" D)	EA	193	\$ 10.00	\$ 1,930.00	\$ 18.00	\$ 3,474.00	\$ 10.00	\$ 1,930.00	\$ 20.00	\$ 3,860.00
8	H00433003	CEMENT STABILIZED SAND 6"	SY	330	\$ 65.00	\$ 21,450.00	\$ 34.00	\$ 11,220.00	\$ 20.00	\$ 6,600.00	\$ 30.00	\$ 9,900.00
9	H00530004	CONC CURB (TY II)	LF	200	\$ 10.00	\$ 2,000.00	\$ 24.00	\$ 4,800.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00
<b>TOTAL BASE UNIT PRICES (ROADWAY ITEMS)</b>						<b>\$ 65,865.00</b>		<b>\$ 49,456.00</b>		<b>\$ 42,365.00</b>		<b>\$ 57,720.00</b>
<b>D. BASE UNIT PRICE TABLE (SWPPP ITEMS):</b>												
Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures
10	H00719002	INLET PROTECTION BARRIER (FURNISH, INSTALL & REMOVE)	EA	2	\$ 50.00	\$ 100.00	\$ 195.00	\$ 390.00	\$ 200.00	\$ 400.00	\$ 50.00	\$ 100.00
11	H00751001	SWPPP INSPECTION AND MAINTENANCE	MO	2	\$ 2,000.00	\$ 4,000.00	\$ 550.00	\$ 1,100.00	\$ 1,750.00	\$ 3,500.00	\$ 1,000.00	\$ 2,000.00
<b>TOTAL BASE UNIT PRICES (SWPPP ITEMS)</b>						<b>\$ 4,100.00</b>		<b>\$ 1,490.00</b>		<b>\$ 3,900.00</b>		<b>\$ 2,100.00</b>
<b>E. BASE UNIT PRICE TABLE (SIGNING AND STRIPING ITEMS):</b>												
Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures	Unit Price (this column controls)	Total in Figures
12	H00500001	REMOVE & RELOCATE SIGN	EA	2	\$ 280.00	\$ 560.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00
13	H00671006	FORT BEND PROJECT SIGN	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,450.00	\$ 1,450.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL BASE UNIT PRICES (SIGNING AND STRIPING ITEMS)</b>						<b>\$ 1,560.00</b>		<b>\$ 2,050.00</b>		<b>\$ 2,750.00</b>		<b>\$ 2,200.00</b>
<b>TOTAL AMOUNT BASE BID =</b>						<b>\$ 83,080.00</b>		<b>\$ 65,549.00</b>		<b>\$ 99,605.00</b>		<b>\$ 102,790.00</b>
<b>GRAND TOTAL =</b>												
						<b>\$ 83,080.00</b>		<b>\$ 65,549.00</b>		<b>\$ 99,605.00</b>		<b>\$ 102,790.00</b>
<b>BID PRICE</b>							Calculated:	\$ 65,549.00	Calculated:	\$ 99,605.00	Calculated:	\$ 102,790.00
							Published:	\$ 65,549.00	Published:	\$ 99,605.00	Published:	\$ 102,790.00
							Difference:	\$ -	Difference:	\$ -	Difference:	\$ -
<b>Percentage of Engineer's Estimate</b>								78.90%		119.89%		123.72%
<b>Percentage of Lowest Bid (Calculated)</b>								100.00%		151.96%		156.81%



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

May 15, 2023

**TO: Members of the Commissioners Court**

**RE: Witney Way, 20223x**

The total project deficit is approximately \$65,549 The funding will be transferred from the following projects:

<b>Project No.</b>	<b>Project Name</b>	<b>Amount</b>
17202	Chimney Rock	\$65,549
	<b>Total</b>	<b>\$65,549</b>



**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Teamwork Construction Services, Inc.		
Business Name (if different from legal name)			
Federal ID # or S.S. #	20-2643495	DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 18 yrs
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    Ticker Symbol _____		
Remittance Address	16111 Hollister Street		
City/State/Zip	Houston, TX 77066		
Physical Address	16111 Hollister Street		
City/State/Zip	Houston, TX 77066		
Phone/Fax Number	Phone: 281-991-7330	Fax: 281-991-7340	
Contact Person	John Greenwood		
E-mail	Estimating@teamworkconstruction.net		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	Exp Date _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	Civil Construction Company		
Signature of Authorized Representative			
Printed Name	John A. Greenwood		
Title	Vice President		
Date	4/25/2023		

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

Fort Bend County, Texas  
Invitation for Bid

 ORIGINAL



Witney Way Roadway Widening for  
Fort Bend County Mobility Bond Project No. 20223X  
BID 23-043

**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 25, 2023  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 23-043  
Witney Way

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Brooke Lindemann  
Senior Buyer  
[Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Brooke Lindemann, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, April 18, 2023 at 10:00AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been

Initials of Bidder:

successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

Initials of Bidder:



until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

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

**5.0 COMPLETION TIME & PAYMENT:**

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

Initials of Bidder:

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

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

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

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


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

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

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

## **6.0 LIMIT OF APPROPRIATION:**

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding

Initials of Bidder: 

provision of this Contract which might in any light by any person be interpreted to the contrary.

**7.0 RIGHT TO ASSURANCE:**

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

**8.0 PERFORMANCE & PAYMENT BONDS:**

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

**9.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**10.0 INSURANCE:**

10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional

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

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

**11.0 INDEMNIFICATION:**

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

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

Initials of Bidder:           af

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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20230038 01/06/2023  
Superseded General Decision Number: TX20220038

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 \$16.20 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 2023.

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 \$12.15 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 2023.

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

Modification Number    Publication Date  
 0                              01/06/2023

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	**

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Excavator, Over 50,000 pounds	\$ 14.53 **
Foundation Drill, Crawler Mounted	\$ 17.43
Foundation Drill, Truck Mounted	\$ 15.89 **
Front End Loader 3 CY or Less	\$ 13.32 **
Front End Loader, Over 3 CY	\$ 13.17 **
Loader/Backhoe	\$ 14.29 **
Mechanic	\$ 16.96
Milling Machine	\$ 13.53 **
Motor Grader, Fine Grade	\$ 15.69 **
Motor Grader, Rough	\$ 14.23 **
Off Road Hauler	\$ 14.60 **
Pavement Marking Machine	\$ 11.18 **
Piledriver	\$ 14.95 **
Roller, Asphalt	\$ 11.95 **
Roller, Other	\$ 11.57 **
Scraper	\$ 13.47 **
Spreader Box	\$ 13.58 **

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

TRUCK DRIVER

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

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the FO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union

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

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

### 13.0 PERMITS:

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

### 14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

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

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

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

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

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

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

Initials of Bidder:

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

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14.4 Changes.

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

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

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

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

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

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

Initials of Bidder: *AW*

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

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

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

**15.0 TERMINATION:**

15.1 Fort Bend County may terminate the Contract if the Contractor:

- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

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

**16.0 COMPLETION, TRANSFER, & ACCEPTANCE:**

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

**17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

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

**18.0 INDEPENDENT CONTRACTOR:**

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

**19.0 NOTICE**

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

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

**20.0 RECORDS:**

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

**21.0 SUCCESSORS & ASSIGNS:**

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

**22.0 PUBLIC CONTACT:**

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

**23.0 MODIFICATIONS:**

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





**35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

- 35.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 35.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**36.0 HUMAN TRAFFICKING:**

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

**37.0 ADDITIONAL REQUIRED FORMS:**

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

- 37.1 Vendor Form
- 37.2 W9 Form
- 37.3 Tax Form/Debt/Residence Certification
- 37.4 Contractor Acknowledgement of Stormwater Management Program



**Contract Sheet  
Bid 23-043**

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

This memorandum of agreement made and entered into on the 23 day of May, 2023,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Teamwork Construction Services, Inc. (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Witney Way Roadway Widening for Fort Bend County Mobility Bond Project No. 20223X** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid. It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23rd day of May 2023.

Fort Bend County, Texas

By:   
County Judge, KP George

By:   
Signature of Contractor

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Teamwork Construction Services, Inc.</i>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check <b>only one</b> of the following seven boxes:		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> Corporation	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership	
	5 Address (number, street, and apt. or suite no.) <i>16111 Hollister Street</i>		Requester's name and address (optional)
6 City, state, and ZIP code <i>Houston, TX 77066</i>			
7 List account number(s) here (optional)			

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

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

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

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">20</td> <td style="width: 25%;">-</td> <td style="width: 25%;">2643495</td> <td style="width: 25%;"></td> </tr> </table>	20	-	2643495	
20	-	2643495		

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>4/25/2023</i>
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**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

Job No.: 23-043

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

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

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

Mailing Address: 1611 Hollister Street, Houston, TX 77066

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

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

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. 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>

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

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

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

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

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Teamwork Construction Services, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

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

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

*Teamwork Construction Services, Inc.*

(Company/Contractor)

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Contractor Signature

*4/25/2023*  
\_\_\_\_\_  
Date

*Jden A. Greenwood*  
\_\_\_\_\_  
Printed Name

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

## References

While we welcome you to contact any one of the contacts on the enclosed list of projects, we are pleased to submit the following contacts as references. We have years if not decades of working history with a number of the contacts, owners, or firms listed below and a multitude of successful projects.

1. City of Baytown  
Mr. Kevin Harvill, Assistant Director of Public Works  
2123 Market St  
Baytown, TX 77522  
281-420-5300  
[kevin.harvill@baytown.org](mailto:kevin.harvill@baytown.org)
2. Harris County Engineering Department  
Mr. Gary W. Howard, Manager of Special Projects  
1111 Fannin St, 12<sup>th</sup> Floor  
Houston, TX 77002  
713-274-1566  
[gary.howard@harriscountytexas.gov](mailto:gary.howard@harriscountytexas.gov)
3. Quiddity Engineering, Inc.  
Mr. Matt Kainer, PE, Senior Project Manager  
6330 West Loop South, Suite 150  
Bellaire, TX 77401  
713-777-5337  
[mkainer@quiddity.com](mailto:mkainer@quiddity.com)
4. Southwest Signal Supply, Inc.  
Mrs. Roxanne Nash, President  
1107 Jackson St  
South Houston, TX 77587  
713-946-7162  
[rnash@swsignal.net](mailto:rnash@swsignal.net)
5. Cobb, Fendley & Associates  
Mr. Steve Byington, PE, Department Manager  
13430 Northwest Freeway, Suite 1100  
Houston, TX 77040  
713-462-3242  
[sbyington@cobbhendley.com](mailto:sbyington@cobbhendley.com)

6. Pfeiffer & Son, Ltd.  
Mr. Charles L. Pfeiffer, Partner  
116 N 16<sup>th</sup> St  
La Porte, TX 77571  
281-471-4222  
[charlie@pfeifferandson.com](mailto:charlie@pfeifferandson.com)
  
7. ARKK Engineers, LLC  
Mr. Madhu Kilambi, PE, Senior Project Manager/Principal  
7322 Southwest Freeway, Suite 1040  
Houston, TX 77074  
713-400-ARKK  
[madhu.kilambi@arkkengineers.com](mailto:madhu.kilambi@arkkengineers.com)
  
8. Montgomery County  
Mr. Andrew DuBois, Manager of Precinct Projects  
1130 Pruitt Rd  
Spring, TX 77380  
936-522-9300  
[andrew.dubois@mctx.org](mailto:andrew.dubois@mctx.org)
  
9. IDS Engineering Group  
Mr. Tim Buscha, PE, CFM, President  
13430 Northwest Freeway, Suite 700  
Houston, TX 77040  
713-462-3178  
[tbuscha@idseg.com](mailto:tbuscha@idseg.com)
  
10. City of Webster  
Mr. David Glasco, Manager, Engineering/Construction  
855 Magnolia Ave  
Webster, TX 77598  
281-316-4139  
[dglasco@cityofwebster.com](mailto:dglasco@cityofwebster.com)

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



Re: Statement of Qualifications and References

To Whom It May Concern:


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

Teamwork Construction Services, Inc. is privately held corporation based in Houston, Texas and serves the greater Houston area. Teamwork was incorporated in the State of Texas in March of 2005. The principal of the firm, John Greenwood, has experience of approximately 38 years in general construction and the civil construction industry in the Houston area. The organization was started by John, who is the acting management today. There are approximately 65 employees at Teamwork who have various skills and abilities. Teamwork only employs the highest qualified sub-contractors when sub-contracting work. Teamwork considers itself a full-service civil firm and enjoys working with vendors and sub-contractors of high integrity.

We have a long history of providing exceptional service to municipal and governmental clients on these types of contracts; and pride ourselves in the partnership we like to provide to their personnel. Attached is a statement of qualifications and experience and current/past project summary. Any of the owners or engineers on the attached current/past project summary may be contacted for reference.

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

Sincerely yours,  
TEAMWORK CONSTRUCTION SERVICES, INC.

  
John A. Greenwood  
Vice-President

Enclosure(s)

## Statement of Qualifications and Experience

**Experience:** In reference to our current and completed projects list, we have successfully completed a wide range of projects similar to the one being bid. All projects were completed within their projected contract time and with no increase in contract amount. References for these projects, and others, can be found enclosed on the references page.

**Timely Project Completion:** Since 2005, we have never once exceeded contract time that resulted in payment of liquidated damages/economic disincentive. With over 65 qualified and highly skilled employees and dozens of pieces of equipment, many fewer than 5 years of age, Teamwork is well equipped to move in, complete a project in a safe and timely manner, and move out.

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

**Proposed Subcontractors/Suppliers:** Teamwork only employs the highest qualified sub-contractors when sub-contracting work. We also work to ensure that all vendors are properly vetted and endorsed by references. However, most of our suppliers and sub-contractors have a lengthy history of working with Teamwork.

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

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



# COMPLETED & IN PROGRESS PROJECT LIST

PROJECT NAME	CONTRACT VALUE	OWNER	ENGINEER	DESCRIPTION OF WORK
Baytown Annual Concrete Work Contract	\$ 2,500,000.00	City of Baytown	City of Baytown	Replacement of Concrete Streets, Sidewalks, Curb & Gutter, and Drainage Work (renewed multiple years)
League City Annual Maintenance Contract	\$ 1,500,000.00	City of League City	City of League City	Replacement of Concrete Streets, Sidewalks, Curb & Gutter, and Drainage Work (renewed multiple years)
Harris County Traffic Signal Installation	\$ 1,250,000.00	Harris County	Harris County Engineering Dept.	Subcontractor for Southwest Signal Supply, Inc. (multiple years)
City of La Marque Sidewalk Project	\$ 226,810.29	City of La Marque	The Goodman Corporation	Installed Sidewalks in various locations for the City of La Marque
Harris County Precinct 4 Maintenance Contract	\$ 1,000,000.00	Harris County	Harris County Engineering Dept.	Replacement of Concrete Streets, Sidewalks, and Drainage Work in Harris County Precinct 4
Jesse H. Jones Park Boat Ramp	\$ 241,888.00	Harris County	Harris County Engineering Dept.	Installation of a boat ramp in the Jesse H. Jones Park on Spring Creek
Harris County Precinct 1 Maintenance Contract	\$ 1,000,000.00	Harris County	Harris County Engineering Dept.	Replacement of Concrete Streets, Sidewalks, and Drainage Work in Harris County Precinct 1 (renewed multiple years)
Cinco Ranch Pedestrian Improvements	\$ 202,485.50	Fort Bend County	EPIC Transportation Group	Installation of Sidewalks and ADA Ramps along Cinco Ranch Blvd.
Voss Road Pavement Rehabilitation	\$ 187,801.00	City of Hunters Creek Village	Cobb, Fendley & Associates	Pavement Panel Replacement on Voss Road
West Rayford Sidewalk Project	\$ 122,090.30	Oakmont Public Utility District	Jones & Carter, Inc.	Installation of Sidewalks and ADA Ramps along West Rayford Road in Spring, Texas
City of Webster Sidewalk Project	\$ 175,463.00	City of Webster	LJA Engineering, Inc.	Installation of Sidewalks and ADA Ramps in various locations in Webster, Texas
Baytown Sidewalk Improvements	\$ 736,426.11	City of Baytown	City of Baytown Engineering Dept.	Installation of Sidewalks and ADA Ramps in various locations in Baytown, Texas
Voss Road Pavement Rehabilitation - 2nd Package	\$ 272,618.67	City of Hunters Creek Village	Cobb, Fendley & Associates	Pavement Panel Replacement on Voss Road
Richmond Avenue Sidewalk Project	\$ 258,308.96	TIRZ No. 1	Clark Condon	Installation of Sidewalks and ADA Ramps along Richmond Avenue
Springwoods Village Pedestrian Trail	\$ 82,490.77	HCID No. 18	Jones & Carter, Inc.	Installation of a colored concrete walking trail in Springwoods Village
Greenbriar Sidewalk Project	\$ 161,190.36	City of Friendswood	City of Friendswood Engineering Dept.	Installation of Sidewalks and ADA Ramps along Greenbriar in Friendswood, Texas
Augusta Pines Sidewalk Project	\$ 748,939.23	NW Harris County MUD No. 19	R.G. Miller Engineers, Inc.	Installation of Sidewalks and ADA Ramps in Various Locations in Augusta Pines Subdivision
Glennloch Forest Drive	\$ 240,281.94	Harris County	Costello, Inc.	Buildout of Glennloch Forest Drive for Harris County Precinct 4
Mason Creek Undercrossing	\$ 437,733.42	Harris County	EHRA	Installation of a Pedestrian Undercrossing under Mason Road for Harris County Precinct 3
Montgomery County Turn Lane Widening	\$ 197,233.63	Montgomery County	Montgomery County Engineering Dept.	Widening of Various Turn Lanes in The Woodlands for Montgomery County
Cullen Boulevard (Segment A)	\$ 4,693,264.00	Harris County	Aguirre & Fields, LP	Cullen Boulevard Reconstruction from North MacGregor Way to South of Wheeler Avenue
Bay Street Shared Use Path	\$ 395,824.68	City of Texas City	ARKK Engineers, LLC	Installation of a Shared Use Path along Bay Street
Clear Lake Road Parking Lot	\$ 227,748.20	City of Clear Lake Shores	Cobb, Fendley & Associates	Construction of a Parking Lot in City of Clear Lake Shores
Montgomery County SH 242	\$ 277,920.32	Montgomery County	Montgomery County Engineering Dept.	Intersection Improvements, Traffic Signal Modifications and Lane Widening along SH 242
League City Fire Station 6 Turn Lane	\$ 403,369.50	City of League City	Kimley Horn	Turn Lane Addition and Traffic Signal Modification
Harris County Pedestrian Transit Project	\$ 717,775.05	Harris County	Kimley Horn	Multiple Intersection Pedestrian Improvement Project
Bay Area Hike & Bike Trail - Segment 1, Phase 2	\$ 1,133,277.00	Harris County	RPS Group	Construction of Hike & Bike Trail with related Intersection Improvements
Aldine Western Road Street Dedication	\$ 578,968.35	Harris County MUD No. 321 & 406	Brown & Gav, Inc.	Construction of 2 Lane Roadway, Water Line, and Drainage
Deer Park Sidewalk Improvement Project	\$ 294,638.49	City of Deer Park	City of Deer Park Engineering Dept.	Construction of Sidewalk & ADA Ramps at Various Locations in Deer Park
Bay Area Hike & Bike Trail - Segment 6, Phase 2	\$ 166,813.00	Harris County	Gradient	Construction of Hike & Bike Trail with related Intersection Improvements
Harris County Precinct 3 Sidewalk Project	\$ 1,500,000.00	Harris County	Harris County Engineering Dept.	Construction of Sidewalk in Various Locations for Harris County Precinct 3
Grogan's Mill @ South Millbend	\$ 568,703.90	Montgomery County	LJA Engineering, Inc.	Construction of Intersection Improvements
Jacinto Oaks Pavement Repair	\$ 158,843.00	City of Jacinto City	City of Jacinto City Public Works Dept.	Construction of Panel Replacement in Jacinto Oaks Subdivision
Cochran's Crossing & Technology Forest	\$ 210,203.02	Montgomery County	Montgomery County Engineering Dept.	Construction of Turn Lane Widening
Bay Area Hike & Bike Trail - Segment 3	\$ 1,418,208.00	Harris County	Harris County Engineering Dept.	Construction of Hike & Bike Trail with Pedestrian Bridge & Custom Monument Signs
Pearland Traffic Improvements Project	\$ 4,115,299.92	City of Pearland	ATG & Kimley Horn	Construction of Various Traffic Improvements including Traffic Circle Redesign
Sleepy Hollow Reconstruction Project	\$ 1,878,574.00	City of Pearland	HDR Engineering, Inc.	Construction of Water Line, Sewer Line, and Street Replacement
Interstate 69 @ SH 6 Triple Left Turn Lane	\$ 433,326.50	City of Sugar Land	Cobb, Fendley & Associates	Addition of 400' retaining wall and turn lane addition
MKT Spur Connector	\$ 1,035,889.50	City of Houston	RPS Group	Construction of Hike & Bike Trail along Buffalo Bayou including installation of 12'x12' RCBs
Spring Cypress @ US 290	\$ 249,436.00	Harris County	Binkley & Barfield, Inc.	Intersection Improvements at Spring Cypress Road at US 290
Cypress Creek Greenway Trail	\$ 1,206,468.00	Harris County	LJA Engineering, Inc.	Construction of hike and bike trail on North and South side of Cypress Creek under SH 249
Myrtle Avenue	\$ 565,773.00	City of Webster	JDS Engineering Group	Construction of Myrtle Avenue including water line and related items
MHRA Pedestrian Improvements	\$ 1,153,161.25	Memorial Heights Redevelopment Authority	Quiddity Engineering, LLC	Construction of hike and bike trail and various intersection and amenity improvements
Northlake Forest Drainage Repairs	\$ 637,672.00	Harris County	R.G. Miller Engineers, Inc.	Various drainage improvements within the Northlake Forest Subdivision
Katy Drainage Improvements	\$ 3,520,062.50	City of Katy	Huitt-Zollars, Inc.	Reconstruction of Fortuna Drive including drainage, water, and sewer utilities
Bellaire Blvd Crosswalk Replacement	\$ 816,555.00	SW Houston Redevelopment Authority	Cobb, Fendley & Associates	Removal and replacement of crosswalks along Bellaire Blvd
Katy Pavement Replacement	\$ 304,314.00	City of Katy	ARKK Engineers, LLC	Removal and replacement of concrete pavement and inlets
Summerwood Sidewalk Phase 2	\$ 362,525.00	Harris County	McDonough	Construction of sidewalk along W Lake Houston Pkwy
Fondren Pedestrian Trail	\$ 899,507.00	Harris County	Traffic Engineers, Inc.	Construction of hike and bike trail along Fondren Diversion Channel
Katy-Ft Bend County Road Ext	\$ 4,705,252.25	Katy Development Authority	ARKK Engineers, LLC	Construction of Katy-Fort Bend Road Extension including utilities, landscaping and faux bridge
W Bellfort at SH 99	\$ 313,339.50	Fort Bend County	Cobb, Fendley & Associates	Construction of right turn lane on W Bellfort at SH 99 including traffic signal modifications

Witney Way for Fort Bend County Precinct 2 - Bid 23-043

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
<b>A Site Preparation</b>						
1	CLEARING AND GRUBBING	H00102001	LS	1	x 4,950.00	= 4,950.00
2	REMOVING CONC (CURB)	H00104002	LF	247	x 5.00	= 1,235.00
3	REMOVING CONC (PAV)	H00104001	SY	66	x 48.00	= 3,168.00
<b>Subtotal of A</b>						<b>\$9,353.00</b>
<b>B Traffic Control Items</b>						
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	H00671003	MO	2	x 1,600.00	= 3,200.00
<b>Subtotal of B</b>						<b>3,200.00</b>
<b>C Roadway Items</b>						
5	EXCAVATION (ROADWAY)	H00110001	CY	59	x 38.00	= 2,242.00
6	CONC PVTM (JOINT REINF) (6")	H00360002	SY	264	x 105.00	= 27,720.00
7	DOWELING INTO EXIST PAV (5/8" D)	H00361003	EA	193	x 18.00	= 3,474.00
8	CEMENT STABILIZED SAND 6"	H00433003	SY	330	x 34.00	= 11,220.00
9	CONC CURB (TY II)	H00530004	LF	200	x 24.00	= 4,800.00
<b>Subtotal of C</b>						<b>\$49,456.00</b>
<b>D SWPPP Items</b>						
10	INLET PROTECTION BARRIER (FURNISH, INSTALL &	H00719002	EA	2	x 195.00	= 390.00
11	SWPPP INSPECTION AND MAINTENANCE	H00751001	MO	2	x 550.00	= 1,100.00
<b>Subtotal of D</b>						<b>\$1,490.00</b>
<b>E Signing &amp; Striping Items</b>						
12	REMOVE & RELOCATE SIGN	H00500001	EA	2	x 300.00	= 600.00
13	FORT BEND PROJECT SIGN	H00671006	EA	1	x 1,450.00	= 1,450.00
<b>Subtotal of E</b>						<b>\$2,050.00</b>
<b>*** Grand Total (Items A-F)</b>						<b>\$65,549.00</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1018670

Date Filed:  
05/10/2023

Date Acknowledged:  
05/23/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Teamwork Construction Services, Inc.  
Houston, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
B23-043  
Witney Way Roadway Widening

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)