

**Fort Bend County Tabulation  
Bid 23-072  
Construction of Needville Fairchilds Road Intersections  
for Fort Bend County Mobility Bond Project No. 20110**

**Recommended: Aranda Industries, LLC \$892,177.93  
Funding: Mobility Bonds / Bond Referendum**

<b>Company</b>	<b>Bid Price</b>	<b>Completion Time in Calendar Days</b>
Aranda Industries, LLC Houston, TX	\$892,177.93	90
Main Lane Industries, Ltd. Houston, TX	\$1,084,127.49	90

## BID SHEETS

**Project:** Rural Intersections  
**Limits:** Needville-Fairchilds Rd @ Padon Rd, Needville-Fairchild Rd @ Jeske Rd  
 Roesler Rd @ Jeske Rd  
**Proj Length:** 3,264 feet or 0.618 mi  
**Precinct:** 2  
**FBC Project #:** 20110

**Date:**

**Note: enter values in "Unit Price" column only.**  
 Main Lane Industries, LTD. Aranda Industries LLC

BID ITEM NO.	Spec Used	SPEC #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE	UNIT PRICE	PRICE
1	HC	102	Clearing and Grubbing	LS	1	\$60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00
2	HC	130	Borrow	CY	150	\$ 50.00	\$ 7,500.00	\$ 40.00	\$ 6,000.00
3		DWG	Place, Maintain and Remove Project Sign	EA	3	\$ 1,300.00	\$ 3,900.00	\$ 2,000.00	\$ 6,000.00
4	HC	465	Remove and Dispose of Existing Pipe (All types and Sizes)	LF	62	\$ 100.00	\$ 6,200.00	\$ 40.00	\$ 2,480.00
5	HC	495	Remove Old Structures - Headwalls Including Wingwalls	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00
6	HC	540	Remove And Dispose Of Existing Asphaltic Surface And Base Material (All Depths)	SY	893	\$ 25.00	\$ 22,325.00	\$ 15.00	\$ 13,395.00
7	HC	221	Commercial Lime Slurry (Type B) For Subgrade Stabilization (8") (6% by Dry Wt)	TON	22	\$ 350.00	\$ 7,700.00	\$ 250.00	\$ 5,500.00
8	HC	250	HMAC Base Course (Black Base) (8") (Max 4" Lifts)	TON	471	\$ 200.00	\$ 94,200.00	\$ 250.00	\$ 117,750.00
9	HC	310	Prime Coat	GAL	322	\$ 16.00	\$ 5,152.00	\$ 25.00	\$ 8,050.00
10	HC	340	3" HMAC Type "D" Surface Course	TON	176	\$ 310.00	\$ 54,560.00	\$ 250.00	\$ 44,000.00
11	TxDOT	466	Structural Concrete (Wingwall)	CY	8	\$ 6,500.00	\$ 52,000.00	\$ 4,000.00	\$ 32,000.00
12	TxDOT	466	Structural Concrete (Headwall)	CY	6	\$ 6,500.00	\$ 39,000.00	\$ 4,000.00	\$ 24,000.00
13	HC	429	Trench Safety System (5' to 10')	LF	375	\$ 5.00	\$ 1,875.00	\$ 2.00	\$ 750.00
14	HC	460	Concrete Collar connecting Existing Storm Sewer	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,705.00	\$ 14,820.00
15	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	31	\$ 400.00	\$ 12,400.00	\$ 500.00	\$ 15,500.00
16	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	12	\$ 670.00	\$ 8,040.00	\$ 1,000.00	\$ 12,000.00
17	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	LF	8	\$ 850.00	\$ 6,800.00	\$ 1,500.00	\$ 12,000.00
18	TxDOT	SS4122	Polypropylene Drainage Pipe (30")	LF	18.5	\$ 580.00	\$ 10,730.00	\$ 350.00	\$ 6,475.00
19	TxDOT	SS4122	Polypropylene Drainage Pipe (42")	LF	9	\$ 1,400.00	\$ 12,600.00	\$ 1,000.00	\$ 9,000.00
20	TxDOT	SS4122	Polypropylene Bend Coupler (42")	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
21	HC	463	SET (Type II) (24") (RCP) (6:1) (P) with Pipe Runners	EA	4	\$ 3,300.00	\$ 13,200.00	\$ 4,500.00	\$ 18,000.00
22	HC	463	SET (Type II) (30") (RCP) (6:1) (P) with Pipe Runners	EA	3	\$ 4,200.00	\$ 12,600.00	\$ 7,000.00	\$ 21,000.00
23	HC	463	SET (Type II) (42") (RCP) (6:1) (P) with Pipe Runners	EA	2	\$ 6,700.00	\$ 13,400.00	\$ 9,000.00	\$ 18,000.00
24	HC	463	SET (Ty I) (3'X2') (RCB) (6:1) (P) with Pipe Runners	EA	2	\$10,000.00	\$ 20,000.00	\$ 18,000.00	\$ 36,000.00
25	HC	463	SET (Ty I) (4'X3') (RCB) (6:1) (P) with Pipe Runners	EA	2	\$15,000.00	\$ 30,000.00	\$ 20,500.00	\$ 41,000.00
26	HC	463	SET (Ty I) (6'X2') (RCB) (6:1) (P) with Pipe Runners	EA	4	\$23,000.00	\$ 92,000.00	\$ 24,000.00	\$ 96,000.00
27	HC	471	4'x4' Junction Box, Cast-in-place	EA	1	\$16,000.00	\$ 16,000.00	\$ 9,500.00	\$ 9,500.00
28	HC	471	4'x5' Junction Box, Cast-in-place	EA	1	\$17,500.00	\$ 17,500.00	\$ 11,500.00	\$ 11,500.00
29	HC	471	5'x6' Junction Box, Cast-in-place	EA	2	\$20,000.00	\$ 40,000.00	\$ 12,750.00	\$ 25,500.00
30	HC	480	Concrete Box Culvert (3' X 2')	LF	8	\$ 1,150.00	\$ 9,200.00	\$ 1,000.00	\$ 8,000.00
31	HC	480	Concrete Box Culvert (3' X 3')	LF	132	\$ 300.00	\$ 39,600.00	\$ 500.00	\$ 66,000.00
32	HC	480	Concrete Box Culvert (4' X 3')	LF	69	\$ 1,200.00	\$ 82,800.00	\$ 550.00	\$ 37,950.00
33	HC	480	Concrete Box Culvert (6' X 2')	LF	65	\$ 1,550.00	\$ 100,750.00	\$ 750.00	\$ 48,750.00
34	HC	491	Reinforced Concrete Slope Paving (5')	SY	72	\$ 300.00	\$ 21,600.00	\$ 135.00	\$ 9,720.00
35	HC	493	Riprap-Gradation No. 1(Min 18")	SY	20.1	\$ 400.00	\$ 8,040.00	\$ 150.00	\$ 3,015.00
36	TxDOT	627	Brace Electric Power Pole	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00
37	HC	421	Concrete Connection (24" RCP to 6'X2' RCB)	EA	4	\$ 400.00	\$ 1,600.00	\$ 3,500.00	\$ 14,000.00
38	HC	421	Concrete Connection (2-3'X2' RCB to 4'X3' RCB)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
39	HC	665	Work Zone Pavement Markings 24" White/Solid (Removable) Furnished - Applied, Removed	LF	144	\$ 13.00	\$ 1,872.00	\$ 3.00	\$ 432.00
40	HC	671	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signs	MO	3	\$20,000.00	\$ 60,000.00	\$ 4,000.00	\$ 12,000.00
41	HC	500	Remove & Dispose Existing Traffic Signs, Roadway Signs	EA	8	\$ 50.00	\$ 400.00	\$ 250.00	\$ 2,000.00
42	HC	624	Aluminum Signs (High Intensity Sheeting) - Furnish & Install	EA	8	\$ 460.00	\$ 3,680.00	\$ 750.00	\$ 6,000.00
43	HC	660	Thermoplastic Pavement Markings (Type I) white, 4" Wide (SLD)	LF	1202	\$ 1.10	\$ 1,322.20	\$ 3.00	\$ 3,606.00
44	HC	660	Thermoplastic Pavement Markings (Type I) Yellow, 4" Wide (BRK)	LF	51	\$ 1.60	\$ 81.60	\$ 3.00	\$ 153.00
45	HC	660	Thermoplastic Pavement Markings (Type I) Yellow, 4" Wide (SLD)	LF	750	\$ 1.10	\$ 825.00	\$ 3.00	\$ 2,250.00
46	HC	660	Thermoplastic Pavement Markings (Type I) White, 24" Wide (SLD)	LF	58	\$ 10.50	\$ 609.00	\$ 3.00	\$ 174.00
47	HC	663	ReflectORIZED Pavement Markers Type II-A-A Yellow - Furnish & Install	EA	90	\$ 7.50	\$ 675.00	\$ 20.00	\$ 1,800.00
48	HC	162	Place and Maintain Block Sod (16" Strip) (Erosion Control) for Roadway	SY	75	\$ 20.00	\$ 1,500.00	\$ 12.00	\$ 900.00
49	HC	165	Hydro-Mulch Seeding (Roadway)	AC	0.44	\$ 7,500.00	\$ 3,320.69	\$ 6,500.00	\$ 2,877.93
50	HC	713	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	1945	\$ 6.00	\$ 11,670.00	\$ 2.00	\$ 3,890.00
51	HC	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	252	\$ 25.00	\$ 6,300.00	\$ 35.00	\$ 8,820.00
52	HC	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
53	HC	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	MO	3	\$ 3,000.00	\$ 9,000.00	\$ 2,500.00	\$ 7,500.00
54	HC	110	Extra Excavation	CY	100	\$ 50.00	\$ 5,000.00	\$ 20.00	\$ 2,000.00
55	HC	130	Extra Borrow	CY	100	\$ 50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00
56	HC	672	Off Duty Uniformed Police Officer - As Directed by Engineer (Min. Bid \$45/HR)	HR	120	\$ 65.00	\$ 7,800.00	\$ 45.00	\$ 5,400.00
57	HC	559	Construction Safety Fence	LF	150	\$ 8.00	\$ 1,200.00	\$ 5.00	\$ 750.00
58	HC	491	Reinforced Concrete Slope Paving (5')/IF extra is needed	SY	22	\$ 300.00	\$ 6,600.00	\$ 135.00	\$ 2,970.00

**Total: \$ 1,084,127.49      Total: \$ 892,177.93**



**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	ARANDA INDUSTRIES LLC		
Business Name (if different from legal name)			
Federal ID # or S.S. #	82-2312800	DUNS # 075430886	
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? 7 YEARS
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	4206 NORTHWIND LN HOUSTON TEXAS 77014		
City/State/Zip			
Physical Address	5603 TRENDALE ST HOUSTON TEXAS 77087		
City/State/Zip			
Phone/Fax Number	Phone: 281-501-0127	Fax: N/A	
Contact Person	LUIS ARANDA		
E-mail	LARANDA@ARANDAINDUSTRIES.COM		
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 checked="" type="checkbox"/>	Certification # 22-B-15519S	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)			
Signature of Authorized Representative			
Printed Name	LUIS ARANDA		
Title	PRESIDENT		
Date	10/10/23		

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

Fort Bend County, Texas  
Invitation for Bid



Construction of Needville Fairchilds Road Intersections  
for Fort Bend County Mobility Bond Project No. 20110  
BID 23-072

**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, October 10, 2023  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 23-072  
Needville Fairchilds Intersections

***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, October 3, 2023 at 9:30AM (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: LA

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: LA

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

**2.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the Construction of Needville Fairchilds Road Intersections, hereinafter referred to as the "Project," as specified herein.

**3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **Tuesday, September 26, 2023 at 9:00 AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

**4.0 LIQUIDATED DAMAGES:**

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

Initials of Bidder: LA

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

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

**5.0 COMPLETION TIME & PAYMENT:**

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the County Auditor, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided an application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a

Initials of Bidder: LA

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

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

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

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

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

- 5.3 Before the first application for payment, the Contractor shall submit to the Facilities Management and Planning Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Management and Planning Department may require. This schedule, unless objected to by the Facilities Management and Planning Department shall be used as a basis for reviewing the Contractor's application for payment.
- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

## **6.0 LIMIT OF APPROPRIATION:**

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

Initials of Bidder: LA

any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

**7.0 RIGHT TO ASSURANCE:**

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

**8.0 PERFORMANCE & PAYMENT BONDS:**

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

**9.0 POWER OF ATTORNEY:**

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

**10.0 INSURANCE:**

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and

Initials of Bidder: LA

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

Initials of Bidder: LA

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.

Initials of Bidder: LA

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

**12.0 PREVAILING WAGES:**

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

Initials of Bidder: LA

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	**

Initials of Bidder: LA

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

Initials of Bidder: LA

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

Initials of Bidder: LA

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:

Initials of Bidder: LA

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.

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

Initials of Bidder: LA

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.

Initials of Bidder: LA

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.

Initials of Bidder: LA

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: LA

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.

Initials of Bidder: LA

- 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.

Initials of Bidder: LA

- 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.

Initials of Bidder: LA

**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.

Initials of Bidder: LA

- 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.

Initials of Bidder: LA

**24.0 SILENCE OF SPECIFICATIONS:**

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

**25.0 SEVERABILITY:**

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

**26.0 GOVERNING FORMS:**

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

**27.0 TAX EXEMPT:**

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

**28.0 ENTIRE AGREEMENT:**

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

**29.0 APPLICABLE LAW & VENUE**

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that

Initials of Bidder: LA

venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

**30.0 ENCLOSURE:**

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

Enclosure #1 – Specifications and Plans

**31.0 PRICING:** Complete excel unit pricing form.

**32.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 90 calendar days (maximum 90 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

**33.0 AWARD:**

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

**34.0 TEXAS ETHICS COMMISSION FORM 1295:**

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

34.2 On-line instructions:

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

34.2.2 Identification number used by the governmental entity is: B23-072.

34.2.3 Description is the title of the solicitation: Construction of Needville Fairchilds Road Intersections.

34.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

Initials of Bidder: LA

**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

Initials of Bidder: LA

**Contract Sheet  
Bid 23-072**

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

This memorandum of agreement made and entered into on the 7 day of November, 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  
ARANDA INDUSTRIES LLC (hereinafter designated Contractor).



(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Needville Fairchilds Road Intersections for Fort Bend County Mobility Bond Project No. 20110** 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 7 day of November 2023.

		
By: _____	County Judge KP George	<b>Fort Bend County, Texas</b>
		<b>County Judge, KP George</b>
By: _____		<b>Signature of Contractor</b>
By: _____	LUIS ARANDA - PRESIDENT	
		<b>Printed Name and Title</b>



**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Jaime Kovar  
County Purchasing Agent

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

October 5, 2023

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 23-072 – Construction of Needville Fairchilds Road Intersections for Fort Bend County Mobility Bond Project No. 20110

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include removal of drawing sheet 33, revised drawing sheet 16, 32, 34, 35, 36, and revised bid pricing form provided by engineer.

\*\*\*\*\*

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

ARANDA INDUSTRIES LLC

Company Name

10/10/23

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann  
Senior Buyer

## 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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ARANDA INDUSTRIES LLC	
<b>2</b> Business name/disregarded entity name, if different from above 82-2312800	
<b>3</b> Check appropriate box for federal tax classification; check <b>only one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) 4206 NORTHWIND LN	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code HOUSTON TEXAS 77014	
<b>7</b> 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>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
82 [ ] [ ] - 2312800 [ ] [ ] [ ]	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	10/10/23
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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:

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

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**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:

ARANDA INDUSTRIES LLC

(Company/Contractor)

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

Contractor Signature

10/10/23

Date

LUIS ARANDA  
Printed Name

PRESIDENT  
Title



## ARANDA INDUSTRIES LLC.

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### Underground Utilities Construction

4206 Northwind Lane • Houston, TX • 77014

#### **Reference : Projects in Progress**

Project Name: HCO MUD #61 Waterline Rehabilitation Phase 2

Project Amount: \$1,998,000.00

Project Owner: HCO MUD #61

Reference: A&S Engineers- Jim Ainsworth – 713-942-2700

Description: Pre-Chlorinated Waterline via Pipe Bursting

Progress: 95%

Project Name: FBCWCID #2 Clark Plaza Waterline Improvements

Project Amount: \$728,000.00

Project Owner: FBCWCID #2

Reference: Jones & Carter – Kyle Kaspar - 713-777-5337

Description: Upsize 8" to 12" waterline via pipe bursting

Progress: 0%

Project Name: FBC WCID #3 Sandy Lane Drainage Improvements & Lake 6 Dam Repairs

Project Amount: \$210,000.00

Project Owner: FBCWCID #3

Reference: Sarah Clinton – DIG Engineers – 713-965-0608

Description: Drainage Improvements, incl regrading ditches and lake dam

Progress: 99%

Project Name: Stormwater Detention Facility Rehab.

Project Amount: \$450,000.00

Project Owner: HCO MUD #368

Reference: Karina Pina – IDS Engineering – 713-462-3178

Description: Detention Pond Regrading incl concrete pilot channels

Progress: 5%

Project Name: Storm Sewer to Serve 9.28 Commercial Tract Early Mist Ct Waterline Upsize

Project Amount: \$680,000.00

Project Owner: BCMUD #34

Reference: Cole Caraway – LJA Engineering – 713-953-5200

Description: 54" Storm Sewer Installation through out existing pond including hand tunnel crossing

Progress: 89%



Project Name: Colorado River Flood Control Hughes St Utility Relocation  
Project Amount: \$830,000.00  
Project Owner: City of Wharton  
Reference: Jones Carter – Nick Huerta – 832-913-4000  
Description: Sanitary & Waterline Relocation via open cut  
Progress: 65%

Project Name: Foxwood Drainage Improvements  
Project Amount: \$277,000.00  
Project Owner: Harris County  
Reference: Luis Bermudez – Harris County – 281-678-5733  
Description: 24" & 30" storm sewer extension via open cut  
Progress: 0%

Project Name: City of Stafford Pool Service  
Project Amount: \$49,000.00  
Project Owner: City of Stafford  
Reference: Richard Jones – 832-671-9785 – Jones Engineering Solutions  
Description: 6" Sanitary Sewer via Bore  
Progress: 0%

Project Name: Tru By Hilton Utilities Extension  
Project Amount: \$58,000.00  
Project Owner: HCO WCID #36  
Reference: Regina Duncan (District Manager) (713) 453-5493  
Description: 8" WL extension with 6" meter vault, Sewer extension  
Progress:0%



**Reference : Past Projects**

Project Name: FBCWCID #2 Emergency Sanitary Sewer Repair

Project Amount: \$66,000.00

Project Owner: FBCWCID #2

Reference: Jones & Carter – Kyle Kaspar - 713-777-5337

Description: 8" Emergency sewer repair due to manhole collapse

Project Name: Grand Mission Regional Detention System Maintenance

Project Amount: \$606,000.00

Project Owner: Grand Mission MUD #1

Reference: Jones & Carter – 713-777-5337

Description: Desilting of creeks

Project Name: Scyrus Lane Drainage Improvements

Project Amount: \$270,000.00

Project Owner: HCO WCID #109

Reference: Jones & Carter – Michael Carpenter – 281-363-4039

Description: 24" RCP extension/Ditch Regrading via open cut

Project Name: Airtex Sanitary Sewer Extension

Project Amount: \$450,000.00

Project Owner: HCO UD #16

Reference: SEK Engineering – Sam K.-281-705-2255

Description: Sanitary Sewer Extension via bore

Project Name: City of Kendleton Force Main Replacement

Project Amount: \$340,000.00

Project Owner: City of Kendleton/Ft Bend County

Reference: LLarance Turner – Kaluza Inc – 281-341-0808

Description: Force Main Replacement via bore, open cut and dry bore under Rail Road

Project Name: League City HWY 3 & FM 518 Waterline Offset

Project Amount: \$362,000.00

Project Owner: League City

Reference: ARKK Engineers – Madhu Kilambi – 713-400-arkk

Description: 12" Waterline offset with 24" Steel Casing Dry Bore

Project Name: HCO WCID #36 Potable Water Improvements Phase 2

Project Amount: \$1,271,522.00

Project Owner: HCO WCID #36

Reference: Regina Duncan (District Manager) (713) 453-5493

Description: Water System Improvements including water plant upgrades



Project Name: HCO WCID #36 Wastewater & Lift Station Improvements  
Project Amount: \$632,000.00  
Project Owner: HCO WCID #36  
Reference: Regina Duncan (District Manager) (713) 453-5493  
Description: Sanitary Sewer Rehabilitation including lift station improvements

Project Name: FM 1097 Utility Relocation  
Project Amount: \$97,000.00  
Project Owner: Montgomery County  
Reference: Montgomery County – Mike Beitler – 936-539-7815  
Description: Utility Relocation of a 6" Sewer & 6" Waterline

Project Name: MCMUD #113 Effluent Reuse Waterline  
Project Amount: \$249,000.00  
Project Owner: MCMUD #113  
Reference: BGE – Bill Kotlan – 281-210-5570  
Description: HDPE Reclaimed Line incl. float & communications

Project Name: Skeetville Drainage Improvements  
Project Amount: \$450,000.00  
Project Owner: Harris County  
Reference: Luis Bermudez – Harris County – 281-678-5733  
Description: Culvert Replacement incl ditch regrading

Project Name: Queenston Sanitary Sewer Extension  
Project Amount: \$80,000.00  
Project Owner: Barker Cypress MUD  
Reference: Jones & Carter – Michael Carpenter – 281-363-4039  
Description: Sanitary Sewer Extension via open cut and bore

Project Name: Trail Of Lakes MUD Dog Park  
Project Amount: \$369,000.00  
Project Owner: Trail of Lakes MUD  
Reference: BGE – Keli Shroeder – 713-488-8138  
Description: WSD for Dog Park

Project Name: Pecan Grove MUD Main Channel Repair  
Project Amount: \$168,000.00  
Project Owner: Pecan Grove MUD  
Reference: Odyssey Engineering – 281-306-0240  
Description: Regrading Slope



Project Name: Texans Can Fire Line- Gessner Property

Project Amount: \$350,000.00

Project Owner: Texans Can Academies

Reference: Scott Barrow (214) 882-7909

Description: Fireline, Storm sewer with detention pond

Project Name: Hurst Park Parking Lot Re-Paving

Project Amount: \$70,000.00

Project Owner: HCO WCID #109

Reference: Conner Murphy – Jones Carter – 281-363-4039

Description: Drainage & Paving

Project Name: Spring Creek UD Regal Cinema Sanitary Sewer

Project Amount: \$232,000.00

Project Owner: Spring Creek UD

Reference: A&S Engineers- Jack Flores – 713-942-2700

Description: Sanitary Sewer Replacement via Pipe Bursting

Project Name: 12" Waterline Along FM1092

Project Amount: \$168,000.00

Project Owner: FBCWCID #2

Reference: Jones & Carter – Jennifer Franklin– 713-777-5337

Description: Waterline Bridge Crossing

Project Name: Greens Trails MUD Sanitary Sewer Replacement

Project Amount: \$137,000.00

Project Owner: Green Trails MUD

Reference: Jones & Carter – Jennifer Franklin– 713-777-5337

Description: Sanitary Sewer Replacement

Project Name: HCO MUD #171 Waterline Interconnect

Project Amount: \$97,000.00

Project Owner: HCO MUD #171

Reference: BGE – John Anderson– 713-488-8278

Description: 12" Water Meter Interconnect

Project Name: Katy Storm Bartlett Road

Project Amount: \$114,000.00

Project Owner: City of Katy

Reference: David Leyendecker- Clay & Leyendecker, Inc. (281) 391-0173

Description: Storm Sewer Improvements

Project Name: Glenstein Waterline Offset

Project Amount: \$53,000.00

Project Owner: Langham Creek UD



Reference: Michael Carpenter (Jones & Carter) 713-569-4197  
Description: 8" Waterline Offset

Project Name: Bombshells Utility Extensions  
Project Amount: \$95,512.00  
Project Owner: HCO WCID #36  
Reference: Billie Vasquez (District Manager) (713) 453-5493  
Description: 8" Water & 12" Sewer extension

Project Name: Sewer Taps  
Project Amount: Up to date approx.. \$35,000.00  
Project Owner: HCO WCID #36  
Reference: Billie Vasquez (District Manager) (713) 453-5493

Project Name: Cloverleaf Elementary Tap  
Project Amount: \$42,618.00  
Project Owner: HCO WCID #36  
Reference: Billie Vasquez (District Manager) (713) 453-5493  
Description: 8" WL extension with 8" meter vault

Project Name: Drainage Improvements @ Water Plant Site for BCMUD #21  
Project Amount: \$59,952.00  
Project Owner: BCMUD #21  
Reference: Kane Mudd – LJA - 713-953-5200  
Description: Storm Sewer Improvements

Project Name: Early Mist Ct Waterline Upsize  
Project Amount: \$450,000.00  
Project Owner: Emerald Forest UD  
Reference: Daniel Ramos – AEI Engineering – 281-350-7027  
Description: Water System Upsize

Project Name: Emerald Forest UD Sanitary Sewer Extension  
Project Amount: \$119,000.00  
Project Owner: Emerald Forest UD  
Reference: Daniel Ramos – AEI Engineering – 281-350-7027  
Description: Sanitary Sewer Extension from WWTP to Amazon WH Development

Project Name: Waterline Extension from Hooper Rd. to Kirby Dr.  
Project Amount: \$174,000.00  
Project Owner: Lower Kirby Pearland District  
Reference: Daniel VanCleaf-LJA Engineering (713)953-5200  
Description: Waterline Replacement



Project Name: Harris County Flood & Drain Imprvts @ E. Mount Houston  
Project Amount: \$242,000.00  
Project Owner: Harris County  
Reference: David Olson (713)775-0905  
Description: Ditch Regrading/Culvert Replacement

Project Name: Heather Glen Service Area Offsite Waterline & Sanitary Sewer Force Main  
Project Amount: \$202,967.00  
Project Owner: Sunbelt FWSD  
Reference: Jack Flores – A&S Engineers – 713-942-2757  
Description: Waterline & Forcemain Extension via open cut and bore

Project Name: 647 Freeport Tap/Service  
Project Amount: \$10,966.00  
Project Owner: HCO WCID #36  
Reference: Billie Vasquez (District Manager) (713) 453-5493  
Description: 6" Sewer service with 2" water tap

Project Name: 822 Freeport Tap/Service  
Project Amount: \$18,966.00  
Project Owner: HCO WCID #36  
Reference: Billie Vasquez (District Manager) (713) 453-5493  
Description: 6" Sewer service with 2" water tap

Project Name: League City 19-CIP-034 Westwood Subdivision Sec 2 Drainage Improvements  
Project Amount: \$55,000.00  
Project Owner: League City  
Reference: League City – 281-554-1345  
Description: 24" RCP extension

Project Name: Dollar General Conroe  
Project Amount: \$64,000.00  
Project Owner: Dollar General  
Reference: Sword Construction – Kenneth Sword – 281-312-4200  
Description: Sewer & Water Extension

Project Name: Lake Jackson Sewer Manhole  
Project Amount: \$33,000.00  
Project Owner: Lake Jackson  
Reference: National Works – Brooke Heyns – 713-785-4500  
Description: 5 foot Diameter Manhole

Project Name: Mustang Crossing Community Center  
Project Amount: \$50,000.00  
Project Owner: Mustang Crossing



Reference: Johnson Fence – Robert Walsh – 281-779-7044

Description: Drainage & Sewer

Project Name: HCFCD Crossing @ Grandway West Construction

Project Amount: \$136,560.00

Project Owner: West HCO MUD #2

Reference: Nick Huerta- Jones & Carter – 832-913-4000

Description: Waterline & Forcemain Extension

QUALIFICATION STATEMENT

QUALIFICATION STATEMENT

TO BE COMPLETED AND SUBMITTED WITH THE BID:

Submitted to: \_\_\_\_\_

By: ARANDA INDUSTRIES LLC (CORPORATION)

Tax I.D. (FIEN) No.: 82-2312800

Owners Name: LUIS ARANDA

Principal Office: HOME

Address: 4206 NORTHWIND LANE HOUSTON TEXAS 77014

Phone Number: 832-566-6769

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 5 YEARS

2. How many years experience in this type of construction work has your organization had:

(a) as a general contractor? 6 YEARS, PLEASE VIEW PERSONAL RESUMES

(b) as a subcontractor? 6 YEARS, PLEASE VIEW PERSONAL RESUMES

3. What projects has your organization completed?

Contract Amount	Name of Project	Brief Project Description	When Completed	Name/Address Phone No. of Owner
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SEE ATTACHED QUALIFICATION STATEMENT SHOWING JOBS COMPLETED

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QUALIFICATION STATEMENT

4. Have you ever failed to complete any work awarded to you? NO

If so, where and why? \_\_\_\_\_

5. Have you completed any projects within a 10-mile radius of this project? NO

If so, when, where, what? \_\_\_\_\_

6. The work, if awarded to you, will have the personal supervision of whom? JOSE ARANDA & LUIS ARANDA

a. For Administrative Management? LUIS APANDA

b. For Construction Superintendence? JOSE E. ARANDA

c. What experience does the designated construction superintendent have in this type of work?

35 YEARS, PLEASE SEE ATTACHED RESUME

7. What portions of the work do you intend to sublet? Please list the names of potential subcontractors with which you have sublet this type of work before.

8. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size Capacity, Etc.	Condition	Service	Locat
ALL EQUIPMENT TO BE LEASED OR RENTED WITH ON OF THE FOLLOWING COMPANIES BASED ON AVAILABILITY. EITHER MUSTANG CAT RENTAL OR H&E EQUIPMENT					
3	YANMAR 80,	2 YANMAR 55,	2 CAT 320,	2 CAT 926,	CASE BACKHOE,
	JCB WHEEL LOADER.				

QUALIFICATION STATEMENT

9. Do you have adequate bonding capacity to provide a performance bond and labor and material payment bond for this project? What is your available bonding capacity?

YES, 4 MM SINGLE/8 MM AGGREGATE

10. List the Construction Projects your organization has underway on this date.

Contract Amount	Type of Work	Percent Completed	Company/Address/Phone umber of Owner or Contracting Officer Phone Number	Engineer Contact/ Phone Number
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PLEASE SEE ATTACHED BACKLOG INSIDE THE QUALIFICATION STATEMENT

11. Please attach a copy of your most recent financial statement. Submit the following in a sealed envelope marked, "Financial Statement of (name of bidder) for (description of project)":

- Provide most recent audited or reviewed yearend financial statements, if available.
- Provide most current unaudited financial statements.
- Include auditor's opinion, balance sheets, income statement, cash flow statement and footnotes.

This statement will be examined only if the bidder's Proposal is actively considered for award; otherwise it will be returned unopened after the award of the Contract.

12. Please attach a list with contact information of:

- Banking References BANKING REFERENCE - NANCY TRACY - WELLS FARGO - 281-444-4400
- Accountant JEFF POKORNY 281-362-0123
- Surety Agent GCNA -- JUSTIN MCQUAIN- 832-567-8906

13. Are any of your employees or subcontractors' employees, who would be working on this project, covered by a collective bargaining agreement?

NO

QUALIFICATION STATEMENT

ARANDA INDUSTRIES LLC

(Name of Organization)

LUIS ARANDA - PREIDENT

(Name & Title of Person Signing)

STATE OF TEXAS

COUNTY OF HARRIS

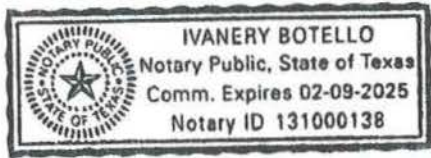
LUIS ARANDA being duly sworn deposes and says that he/she is PRESIDENT

of the above ARANDA INDUSTRIES LLC  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

28 Day of NOVEMBER 2021



(Notary Public)

My Commission Expires: 02-09-2025

# LUIS ARANDA

4206 Northwind Lane  
Houston, Texas 77014

(832)566-6769  
laranda@arandaindustries.com

**EDUCATION** **Texas A&M University**, College Station, TX *Aug 2010-Dec 2014*  
Bachelor of Science in Construction Science,  
Graduation Date: December 2014 Major GPA: 3.16

**WORK EXPERIENCE** **Aranda Industries LLC**, Houston, TX *January 2017 - Present*  
*President - Project Manager- Estimator*

- Started construction company
- Prepared estimates and managed projects procured, approx. \$250,000.00

**MMG Contractors LLC**, Houston, TX *May 2015 - Present*  
*Project Manager- Estimator*

- Prepared estimates to acquire projects totaling \$20 million during the work period with this company
- Managed multiple projects throughout the Houston area totaling approximately \$12 million
- Supervise subcontractors and ensure OSHA Safety Regulations are followed

**Cadence McShane Construction**, Houston, TX *Dec 2013-May 2015*  
*Project Engineer*

- Thoroughly review submittals such as product data and shop drawings to reduce resubmittal occurrence
- Request and analyze quotes and proposals to create POs and scopes of work
- Review bid proposals during bid day to ensure scope accuracy
- Coordinate real time communication between field management and subcontractors to decrease time on problem resolution
- Update weekly reports, daily reports, weather logs, submittal logs and LEED logs
- Supervise subcontractors and ensure OSHA Safety Regulations are followed

**McKinney Construction Inc.**, Houston, TX *May 2013-July 2013*  
*General Labor*

- Assisted pipe layer to help increase production
- Completed framework for concrete sidewalks and poured concrete
- Completed connections such as Tap, Sleeve, and Valves, Fire Hydrants, Gate Valves and Boxes, and Wet Connections.

**Jimerson Underground Inc.**, Sugar Land, TX *May 2012- Aug 2012*  
*Project Estimator*

- Reviewed bid documents & made bid packages
- Evaluated plans and specification to provide accurate takeoffs
- Developed and maintained relationships with subcontractors and vendors
- Studied plans and specifications to identify types and grades of materials and equipment needed.

*General Labor* *Seasonal*  
*June 2007- Aug 2011*

- Laid sewer pipe and ensured that grade was on point
- Installed new precast concrete manholes

**SKILLS**

Fluent in Spanish (speaking, writing, reading)

OSHA 30 Certified

Familiar with AutoCAD, Microsoft Office, Solid Works, On-Screen Takeoff, Microsoft Project, BlueBeam, and AutoDesk Robot Structural Analysis

**REFERENCES**

Available upon request

# JOSE L. ARANDA

5634 Tucker St.  
Houston, Texas 77087

(281) 969-6891  
jaranda@arandaindustries.com

**EDUCATION** **Universidad Autonoma de San Luis Potosi**, San Luis Potosi, SLP *Aug 1982- May 1984*  
Bachelor of Science in Civil Engineering,  
Projected Graduation Date: May 1985(Did not Graduate)

**WORK** **Aranda Industries LLC**, Houston, TX *January 2017 - Present*  
**EXPERIENCE** *Vice President of Operations – Field Superintendent*

- Supervised subcontractors and field operations for all projects completed and in progress (approx.. \$250,000)
- Started construction company

**MMG Contractors LLC**, Houston, TX *May 2016 - Present*  
*Field Superintendent*

- Supervised subcontractors and managed a crew of 10 workers
- Successfully completed projects totaling \$8 million
- Installed tens of thousands feet worth of underground utility lines
- Ensured OSHA Safety Regulations are followed

**Jimerson Underground Inc.**, Sugar Land, TX *Jan 1989- May 2016*  
*Field Foreman*

- Supervised subcontractors and managed a crew of 8 workers
- Successfully completed projects totaling greater than \$100 million
- Installed millions of feet worth of underground utility lines
- Ensured OSHA Safety Regulations are followed

**BNT**, Sugar Land, TX *Jan 1985-Dec 1988*  
*Pipelayer*

- Completed framework for concrete sidewalks and poured concrete
- Completed connections such as Tap, Sleeve, and Valves, Fire Hydrants, Gate Valves and Boxes, and Wet Connections.
- Laid sewer pipe and ensured that grade was on point
- Installed new precast concrete manholes

**SKILLS** Fluent in Spanish (speaking, writing, reading)  
OSHA 30 Certified

**REFERENCES** Available upon request

PREVIOUS PROJECTS AS PROJECT MANAGER

Contact	Customer	Description	Contract Amount
Jon Vanderwilt - Costello Inc. (713) 783-7788	Spring West Municipal Utility Dist	Sanitary Sewer and Waterline Along Foster Road	\$367,543.00
Stephen Swindell - Jones & Carter (281) 363-4039	Ponderosa Forest UD & HCO MUD 200	Construction of Emergency Interconnect w/ Ponderosa Forest Utility District	\$66,178.00
Sean Humble - Sherrington Inc. (281)758-1531	Harris County MUD #23	12" Water Distribution Line Ph 1	\$124,257.27
Kelly Kaluza - Kelly Kaluza & Associates (281) 341-0808 Mike K (832)342-0559	City of Richmond	6" Water Line Along Willow Dr.	\$82,053.00
Patrick Byrne - Big Red Dog (832) 730-1901	Fort Bend County Mud #142	Construction for 8" Waterline & 8" Wastewater Line	\$109,916.00
Antonio Paz - The Woodlands Development Company (281)719-6158	The Woodlands Development Company	Construction of the Sanitary Sewer Collection System & Waterline for Alden Bridge	\$156,233.00
Mike Richardson - RG Miller (281) 389-6831	Dowdell PUD	Force Main & Reclaimed Effluent Water Line To Serve Grand Parkway	\$500,249.00
Harris County WC&ID No. 36 Tommy Deselle (713) 471-0248 Scott Murray (512)940-5085	Harris County WC&ID No. 36	Potable Water Improvements	\$388,851.45
Le-Vu Family Partnership, LTD Dan Dompier (281) 744-2347	Le-Vu Family Partnership, LTD	Water & Sanitary Facilities Along Hargrave Rd. and S.H. 249 For Harris County MUD #191	\$145,936.00
Les Dodson - LJA Engineering (281)627-2622	City of Jacinto City	Construction of Waterline Rehabilitation CDBG Phase 2	\$1,013,346.00
Alfredo Amet Jones & Carter (281)363-4039	Harris County Mud. No. 499	Childrens Lighthouse Sanitary Sewer & Water Line Extension	\$69,910.00
Llarance Taylor- Kelly Kaluza & Associates (281)341-0808	City Of Arcola	Dallas, Garland, Main, Hwy. 6 and Howell Street Water Line Distribution System Improvements, City Of Arcola, Fort Bend County, Texas	\$193,999.00
Jason Kneeling - EHRA Engineering (713)784-4500	Harris County Municipal Utility District No. 64	8-Inch Water Line and 8-Inch Sanitary Sewer Extension Along Franz Road to serve Brammer's Athletic Warehouse	\$59,285.00
Lewis Adams - Jones & Carter (570)721-2321	Montgomery County MUD No. 24	Construction of Porter SUD 12"	\$559,299.43
Stephen Swindell - Jones & Carter (281) 363-4039	Harris County MUD No. 264	Sommerall West Section 1 Lift Station Force Main Replacement	\$1,099,752.00
Michael Baldwin - Provident Engineers (281)313-9393	Harris County MUD No. 16	Proposed 16" Water Line & 8 " Sanitary Sewer Line Airtex Drive & Imperial Green Drive	\$174,108.00
Madhu Kilambi - ARKK Engineers (713) 824-4308	City of Texas City	FM 517 Water Line Extension for Dickinson ISD	\$709,285.00

Contact	Customer	Description	Contract Amount
Fred - David & Leyendecker (832) 768-4979	City of Katy	2017 Waterline Replacement Project	\$161,131.00
Amber Hurd - Cobb, Fendley, & Assoc. (713) 462-3242	Southern MCMUD	Water & Sanitary Sewer Extension Nursery Rd.	\$371,789.00
Sean Keith - Costello Inc. (713)545-8961	Montgomery County MUD No. 105	Waterline Interconnect W/ MCMUD 127	\$345,842.00
James McCain - Jones & Carter (713) 389-1645	Harris County MUD 200	Public 8" Waterline Across Blue Ash Drive	\$29,023.00
Susan Santos - HCD Water Shed Protection Group (713) 274-3761	Harris County Precint 2	Airline Sanitary Sewer Extension along Aldine Mall Route & Hawkins	\$1,375,000.00
Jared Williams - Jones & Carter-(713)353-7229	Fort Bent County MUD No. 48	Construction of 4 inch Offsite Sanitary Sewer	\$150,539.00
Pat Carrigan- ALJ Lindsey - (832)971-3880	Harris County Emergency Service District 29	Proposed 12" Waterline & 10" Sanitary Sewer to Serve Cutten Park	\$395,024.00
Alex Borja - EHRA - (832) 605-5249	HCO MUD #65	Porter Rd Water Line Extension	\$115,000.00
Scott Barrow - Texans Can Academies - (214) 882-7909	Houston Can Academy	Hobby Airport Campus Sanitary Sewer Service	\$26,000.00
Sergio Say/Kelly Shipley - L.A.N. - (713)266-6900	Clear Lake Water Authority	Memory Lane Sanitary Sewer Extension	\$279,000.00
Chase Zachary - Black Canyon Construction - (210)849-6489	Black Canyon Construction	CST # 1494 1505 N. Loop 336 E. Conroe	\$452,000.00
Jack Tulloch -Van De Wiele & Vogler - (713)782-0042	Cimarron MUD	Water Plant No.2 Paving Improvements & FBC Drainage Channel Storm Outfall Improvements	\$70,740.00
Jack Tulloch -Van De Wiele & Vogler - (713)782-0042	Chelford City MUD	Paving & Drainage Improvements for Chelford City MUD Water Plantwithin Chelford City MUD	\$37,404.00
Debra Vincent - Manhard Consulting - (832)823.2217	MCMUD 119	Harmony Forest Extreme Event Swale	\$52,000.00
Richard Jones - Jones Solution (832)671-9785	City of Stafford	Vaccaro Manor Storm Sewer Improvements	\$855,590.00
		TOTAL	\$10,536,283.15

**ARANDA INDUSTRIES, LLC**

**Reviewed Financial Statements**

**December 31, 2022**

**Jeff Pokorny, CPA, LLC**

142 Golden Shadow Circle

The Woodlands, TX 77381

Phone: (417) 337-3718

## TABLE OF CONTENTS

	<b>Page</b>
<b>INDEPENDENT ACCOUNTANT'S REVIEW REPORT</b> .....	1-2
 <b>FINANCIAL STATEMENTS</b>	
BALANCE SHEET .....	3
INCOME STATEMENT .....	4
STATEMENT OF CHANGES IN MEMBERS' EQUITY .....	5
STATEMENT OF CASH FLOWS.....	6
NOTES TO THE FINANCIAL STATEMENTS .....	7-12
 <b>SUPPLEMENTARY INFORMATION</b>	
STATEMENT OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES .....	14
SCHEDULE 1 – EARNINGS FROM CONTRACTS .....	15
SCHEDULE 2 – CONTRACTS COMPLETED .....	16
SCHEDULE 3 – CONTRACTS IN PROGRESS .....	17



Jeff Pokorny CPA, LLC  
142 Golden Shadow Circle,  
The Woodlands, TX, 77381

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management  
Aranda Industries, LLC  
Houston, Texas

I have reviewed the accompanying financial statements of Aranda Industries, LLC, which comprise the balance sheet as of December 31, 2022, and the related statements of income and members' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of our procedures provide a reasonable basis for my conclusion.

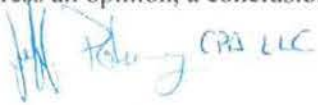
I am required to be independent of Aranda Industries, LLC and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements related to my review.

### **Accountant's Conclusion**

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

### Supplementary Information

The supplementary information included in the Schedule of Selling, General and Administrative Expenses, Schedule 1 – Earnings from contracts, Schedule 2 – Contracts completed and Schedule 3 – Contracts in progress is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. I have not audited or reviewed such information and I do not express an opinion, a conclusion, nor provide any assurance on it.

A handwritten signature in blue ink that reads "Jeff Pokorny CPA LLC". The signature is written in a cursive style.

Jeff Pokorny, CPA, LLC  
The Woodlands, TX  
June 7, 2023

ARANDA INDUSTRIES, LLC  
BALANCE SHEET  
DECEMBER 31, 2022

---

<b>Assets</b>	
<b>Current assets</b>	
Cash and cash equivalents	\$ 664,509
Accounts receivable, net of allowance of \$0	1,103,149
Retainage receivable	195,306
Costs and estimated earnings in excess of billings	<u>258,489</u>
<b>Total current assets</b>	<u>2,221,453</u>
 <b>Property, plant, and equipment</b>	
Vehicles	107,964
Machinery and equipment	2,023,199
Less accumulated depreciation	<u>(563,436)</u>
<b>Property, plant, and equipment, net</b>	<u>1,567,727</u>
 <b>Other Assets</b>	
Deposits	<u>2,750</u>
<b>Total other assets</b>	<u>2,750</u>
 <b>Total assets</b>	 <u><u>\$ 3,791,930</u></u>
 <b>Liabilities and members' equity</b>	
<b>Current liabilities</b>	
Accounts payable	\$ 718,142
Accrued liabilities	88,882
Billings in excess of costs and earnings	482,492
Notes payable, current portion	<u>358,365</u>
<b>Total current liabilities</b>	<u>1,647,881</u>
 <b>Noncurrent liabilities</b>	
Line of credit payable, net of current portion	89,991
Notes payable, net of current portion	<u>671,552</u>
<b>Total noncurrent liabilities</b>	<u>761,543</u>
 <b>Total liabilities</b>	 <u>2,409,424</u>
 <b>Members' equity</b>	
Retained earnings	<u>1,382,506</u>
<b>Total members' equity</b>	<u>1,382,506</u>
 <b>Total liabilities and members' equity</b>	 <u><u>\$ 3,791,930</u></u>

See accountant's report and notes to the financial statements.

ARANDA INDUSTRIES, LLC  
INCOME STATEMENT  
FOR THE YEAR ENDED DECEMBER 31, 2022

---

<b>Operating revenue</b>	
Construction revenue	\$ 4,566,208
<b>Total revenue</b>	<u>4,566,208</u>
<b>Cost of revenue</b>	
Materials	1,422,821
Labor	1,210,897
Depreciation	217,068
Subcontractors	151,639
Surety bond	103,213
Fuel	55,367
Equipment	51,926
Small tools / supplies	45,286
Repair and maintenance	41,501
Other costs	113,413
<b>Total cost of revenue</b>	<u>3,413,131</u>
<b>Gross profit (loss)</b>	<u>1,153,077</u>
<b>Operating expenses</b>	
Selling, general and administrative expenses	883,157
<b>Total selling, general and administrative expenses</b>	<u>883,157</u>
Net operating income (loss) before other income and expenses	<u>269,920</u>
<b>Other income (expense)</b>	
Interest income	1,402
Other income	3,034
Interest expense	(62,572)
<b>Total other income (expenses)</b>	<u>(58,136)</u>
<b>Net income (loss)</b>	<u>\$ 211,784</u>

See accountant's report and notes to the financial statements.

ARANDA INDUSTRIES, LLC  
 STATEMENT OF CHANGES IN MEMBERS' EQUITY  
 FOR THE YEAR ENDED DECEMBER 31, 2022

---

	<u>Contributed capital</u>	<u>Retained earnings</u>	<u>Total equity</u>
<b>December 31, 2021</b>	S -	1,254,722	1,254,722
Distributions	-	(84,000)	(84,000)
Net income (loss)	-	211,784	211,784
<b>December 31, 2022</b>	<u>S -</u>	<u>1,382,506</u>	<u>1,382,506</u>

See accountant's report and notes to the financial statements.

ARANDA INDUSTRIES, LLC  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2022

---

**Cash provided (used) by operating activities**

Net income (loss)	\$ 211,784
Depreciation	217,068
(Increase) Decrease in accounts receivable	(467,762)
(Increase) Decrease in retainage receivable	193,357
(Increase) Decrease in costs in excess of billings	29,295
(Increase) Decrease in deposits	(2,750)
Increase (Decrease) in accounts payable	232,946
Increase (Decrease) in accrued liabilities	6,957
Increase (Decrease) in billings in excess of costs	131,789
<b>Net cash provided (used) by operating activities</b>	<u><u>552,684</u></u>

**Cash flows from capital and related financing activities**

Cash drawn from line of credit	89,991
Cash distributed to owner	(84,000)
Cash paid on debt	(248,287)
<b>Net cash provided (used) by capital and related financing activities</b>	<u><u>(242,296)</u></u>

**Cash flows from investing activities**

Acquisition of fixed assets	(84,676)
<b>Net cash provided (used) by investing activities</b>	<u><u>(84,676)</u></u>

Net increase (decrease) in cash 225,712

Cash at beginning of year 438,797

**Cash at end of year** \$ 664,509

**Supplemental cash flow information:**

Cash paid for interest	\$ 62,572
Non-cash acquisition of fixed assets	\$ 641,440

See accountant's report and notes to the financial statements.

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

---

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies**

**Nature of Operations**

Aranda Industries, LLC (“The Company”) is engaged in the construction, maintenance and repair of stormwater, waterline and sanitary sewer construction projects. Most of these projects are located in and around Houston, Texas. Most contracts are on a fixed-price basis and are competitively bid.

**Basis of Accounting**

The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from these estimates. Significant estimates include depreciable lives of fixed assets and the collectability of accounts receivable.

**Revenue and Cost Recognition**

Revenues from larger fixed-price contracts are recognized on the percentage-of-completion method measured by the costs incurred to date to total costs for each contract. This method is used because management considers costs incurred to be the best available measure of progress on these contracts. These types of contracts are generally of longer duration – 90 to 180 days – and of a nature where the Company is allowed to draw funds from the client on a periodic basis as the project progresses.

Contract costs from these types of contracts include all direct labor and material costs and those indirect costs related to contract performance, such as indirect labor, supplies, expendable tools, repairs, and depreciation costs. Selling, general, and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted jobs are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those from contract penalty provisions, and final contract settlement may result in revisions to costs and income recognized in the period in which the revisions are determined.

The asset “costs and estimated earnings in excess of billings” represents revenues earned in excess of amounts received or receivable on uncompleted contracts. The liability “billings in excess of costs and estimated earnings” represents payments received or receivable in excess of revenues earned on uncompleted contracts.

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

---

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies (continued)**

**Cash and Cash Equivalents**

Cash and cash equivalents include all deposits in banks and highly liquid investments with original maturity dates of less than three months. The carrying value of cash and cash equivalents approximated fair value because of the short maturities of those financial instruments. At December 31, 2022, the Company held \$552,019 cash in excess of FDIC limits at a financial institution. Management feels the risk of default is minimal.

**Accounts Receivable**

Accounts receivable are presented in the balance sheet net of uncollectible amounts. The Company periodically evaluates the balances in the various aging categories as to the status of any significant past due accounts to determine the need for an allowance. Changes in the allowance are charged to the year in which management determines the change to be necessary.

When management determines that a receivable is uncollectible, the balance is removed from the receivables and is charged against the allowance. Subsequent recoveries of amounts previously written off are credited directly to earnings.

At December 31, 2022, three customers accounted for 78% of outstanding receivables.

**Retainage Receivable**

The current asset “retainage receivable” is generally contingent upon the Company fulfilling its obligations under various contracts.

**Property and Equipment**

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method for financial reporting purposes and on the methods allowed by the Internal Revenue Service for income tax purposes. The cost of property and equipment is depreciated over the estimated useful lives of the related assets. The cost of leasehold improvements is amortized over the lesser of the length of the related leases or the useful lives of the assets. The estimated useful lives of property and equipment for purposes of computing depreciation are:

Machinery and equipment	7 years
Vehicles	5 years

The costs of asset additions and improvements that extend the useful lives of property and equipment are capitalized. Routine maintenance and repair items are charged to current operations.

The original cost and any accumulated depreciation of assets disposed of are removed from the accounts and any gain or loss is reflected in the income statement in the period of disposal.

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

---

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies (continued)**

**Property and Equipment (continued)**

The carrying values of long-lived assets are evaluated periodically for impairment. Impairment losses are recognized when indicators of impairment are present and undiscounted cash flow estimated to be generated by the Company's investments is less than the carrying amount of such investment. The amount of the impairment loss, if any, is determined by comparing the carrying amount of the Company's investment to its estimated fair value. No impairment losses have been recognized for the year ended December 31, 2022.

Depreciation expense for the years ended December 31, 2022 was \$217,068.

**Compensated Absences**

Employees' compensated absences are not accrued as of December 31, 2022, because no reasonable estimate of the amount can be made.

**Advertising**

Advertising costs are expensed as incurred. Advertising expenses for the year ended December 31, 2022 were \$0.

**Income Taxes**

The Company has elected to be treated as an S corporation for federal income tax purposes. All items of income, losses, credits and adjustment flow through to the partners and are taxed directly to them. Accordingly, no provision is made for federal income taxes in the financial statements of the Company. No reserves are made for distributions to be made, if any, to the shareholders to cover federal income taxes attributable to the operations of the Company. Construction contracts are reported on a cash basis method for tax purposes and on the percentage- of-completion method for financial statement purposes. Accelerated depreciation is used for tax reporting and straight-line depreciation is used for financial reporting.

Interest and penalties arising from the Company's tax position are recognized as incurred.

The Company is subject to the Texas Franchise tax. No accrual has been made in these statements as the tax due is for the right to operate in 2023 (the 2023 privilege period).

**Interest and Penalties**

Interest and penalties arising from the Company's tax positions are expensed as incurred. There were no interest or penalties related to the Company's federal income tax position for the years ended December 31, 2022.

**Warranties**

The Company provides a warranty on its projects. Warranty costs are estimated and accrued at the time a claim is made. As of December 31, 2022, there are no pending claims.

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

---

**Note 1 – Nature of Operations and Summary of Significant Accounting Policies (continued)**

**Recent Accounting Policies**

The Company adopted ASU 2016-02, Leases (Topic 842) during the year ended December 31, 2022, which requires lessees to record most leases on their balance sheet, while expense recognition on the income statement remains similar to prior years. See Note 5 for information on leases.

**Note 2 – Costs and Estimated Earnings on Uncompleted Contracts**

Costs incurred on uncompleted contracts at December 31	\$ 2,449,049
Estimated earnings	<u>1,142,018</u>
Revenue earned on uncompleted contracts	3,591,067
Less: Billings to date	<u>(3,815,070)</u>
	<u>\$ (224,003)</u>

Included in the accompanying balance sheet under the captions:

Costs and estimated earnings in excess of billings	\$ 258,489
Billings in excess of costs and estimated earnings	<u>(482,492)</u>
	<u>\$ (224,003)</u>

Management has estimated the costs to complete the contracts in progress at December 31, 2022. These estimates represent management's best judgment about the work remaining to be completed.

Contract assets include billed and unbilled amounts for services provided to customers for which the Company has an unconditional right to repayment. Billed and unbilled amounts for which payment is contingent on anything other than the passage of time are included in contract assets on a contract-by-contract basis. The current asset "retainage receivable" is generally contingent upon the Company fulfilling its obligations under various contracts.

**Note 3 – Backlog**

The Company expects to realize \$6,140,126 of revenue from work remaining to be performed on contracts in progress at December 31, 2022.

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

**Note 4 – Notes Payable**

Notes payable at December 31, 2022 consisted of the following:

\$1,686,663 notes payable to financial institutions and equipment vendors bearing interest at rates between 0.00% and 9.33%, secured by equipment, monthly principal and interest payments of \$39,730, maturing through December 2026	<u>\$ 1,029,917</u>
Total long term debt	1,029,917
Less: current portion	<u>(358,365)</u>
Long term debt, net of current portion	<u><u>\$ 671,552</u></u>

Debt service for note payable amounts is as follows:

		Principal	Interest	Total
Year ending December 31,				
2023	\$	358,365	60,352	418,717
2024		247,583	40,286	287,869
2025		227,127	23,030	250,157
2026		196,842	6,976	203,818
2027		-	-	-
Thereafter		-	-	-
	<u>\$</u>	<u>1,029,917</u>	<u>130,644</u>	<u>1,160,561</u>

**Note 5 – Leases**

The Company assesses whether an arrangement qualifies as a lease (i.e., conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. The Company uses a discount rate of 4.0% to determine the present value of its' leases. Lease expense is presented under the heading "rent expense" on the statement of selling, general and administrative expenses.

The Company had no financing (Type A) leases as of December 31, 2022.

The Company leases equipment under operating (Type B) leases. The leases are short term, project specific and not for terms longer than 12 months. Management has determined that it is not required to be capitalized under ASU 2016-02.

The Company utilizes office space owned personally by the owners. There is no lease, but the Company pays the property taxes as a form of rent. Management has determined this lease is not required to be capitalized. The Company equipment on an as needed basis. No lease has more than a twelve-month duration. The company leases space on a month-to-month basis from a third party.

See accountant's report

ARANDA INDUSTRIES, LLC  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022

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**Note 6 – Line of Credit**

The Company maintains a line of credit at a financial institution. The line bears interest a variable rate that is 5.5% over the prime rate, with a current rate of 8.75%. The line is secured by the receivables of the Company and personally guaranteed by the member. The line matures on March 10, 2025, with a balloon payment of all outstanding principal and interest due at that time. The balance on the line at December 31, 2022 was \$89,991.

**Note 7 - Concentrations**

Three customers accounted for 78% of outstanding accounts receivable balance at December 31, 2022. No other single customer accounted for greater than 10% of the balance.

Three vendors accounted for 63% of the outstanding accounts payable balance at December 31, 2022. No other single customer accounted for greater than 10% of the balance.

**Note 8 – Related Party Transactions**

The Company advances funds to employees from time to time, to be repaid from subsequent paychecks. These amounts are presented in the balance sheet under the caption “due from related parties.”

**Note 9 - Subsequent Events**

Subsequent events were evaluated through June 7, 2023, the date the financial statements were available to be issued. Management concluded that no subsequent events have occurred that would require recognition or disclosure in the financial statements.

**ARANDA INDUSTRIES, LLC**  
**Reviewed Financial Statements**  
**December 31, 2022**  
**Supplementary Information**

ARANDA INDUSTRIES, LLC  
STATEMENT OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022

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<b>Selling, general and administrative expenses</b>	
Salaries	\$ 433,769
Vehicle expense	177,743
Insurance	55,023
Meals	38,855
Office expense	36,599
Taxes	33,797
Entertainment	23,941
Professional fees	20,944
Repairs and maintenance	18,561
Utilities	9,642
Telephone	9,410
Dues and fees	3,277
Penalties	539
Contributions	170
Other	20,887
<b>Total selling, general and administrative expenses</b>	<b>\$ 883,157</b>

See accountant's report and notes to the financial statements.

SCHEDULE 1 - EARNINGS FROM CONTRACTS  
DECEMBER 31, 2022

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	<b><u>Revenues earned</u></b>	<b><u>Costs of revenues earned</u></b>	<b><u>Gross profit (loss)</u></b>
Contract completed during the year	\$ 2,708,098	1,584,834	1,123,264
Contracts in progress at period end	1,858,110	1,348,602	509,508
Items not job costed	-	479,695	(479,695)
	<u>\$ 4,566,208</u>	<u>3,413,131</u>	<u>1,153,077</u>

See accountant's report and notes to the financial statements.

ARANDA INDUSTRIES, LLC

ARANDA INDUSTRIES, LLC  
 SCHEDULE 2 - CONTRACTS COMPLETED  
 DECEMBER 31, 2022

Job Name	Contract	Revenue	Cost of	Gross profit
Gooseworn Blvd sewer extension	5	69,417	67,866	1,551
HCMCTD # 14 9.28 acre tract storm sewer	2109	808,032	461,342	346,690
Colorado River Hughes Street relocation	2110	828,374	347,363	481,011
Merrald Forest waterline replacement	2013	492,049	496,256	(4,207)
Merrald Forest (L) sewer	2103	126,558	110,717	15,841
City of Kankakee force main	2101	346,873	194,726	152,147
Foot Road WCTD #3 Sandy Point drainage	2105	205,849	52,391	153,458
HCCWCTD 109 Hurst Park	2201	62,641	27,590	35,052
Harris County Sheerwile drainage improvements	2108	502,586	317,716	184,870
HCCWCTD #2 Curb Plaza waterline improvements	2202	718,639	488,925	229,714
Stafford city pool sewer	2204	49,921	28,455	21,466
<b>Contract Totals</b>		<b>5,386,431</b>	<b>3,344,612</b>	<b>2,041,819</b>
		<b>2,678,333</b>	<b>1,757,628</b>	<b>920,705</b>
		<b>920,705</b>	<b>-</b>	<b>-</b>
		<b>1,757,628</b>	<b>653,693</b>	<b>1,103,935</b>
		<b>2,678,333</b>	<b>1,757,628</b>	<b>920,705</b>
		<b>1,175,492</b>	<b>283,050</b>	<b>892,442</b>
		<b>488,925</b>	<b>27,590</b>	<b>461,335</b>
		<b>317,716</b>	<b>4,687</b>	<b>313,029</b>
		<b>488,925</b>	<b>1,406</b>	<b>487,519</b>
		<b>229,714</b>	<b>470</b>	<b>229,244</b>
		<b>49,921</b>	<b>1,997,256</b>	<b>(1,947,335)</b>
		<b>-</b>	<b>28,868</b>	<b>(28,868)</b>
		<b>488,925</b>	<b>(21,147)</b>	<b>510,072</b>
		<b>64,666</b>	<b>(134,177)</b>	<b>(69,511)</b>
		<b>26,033</b>	<b>812,912</b>	<b>(786,879)</b>
		<b>34,572</b>	<b>335,469</b>	<b>(300,897)</b>
		<b>152,052</b>	<b>795,067</b>	<b>(643,015)</b>
		<b>26,665</b>	<b>30,805</b>	<b>(4,140)</b>
		<b>188,245</b>	<b>24,033</b>	<b>164,212</b>
		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
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		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
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		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
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		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
		<b>21,466</b>	<b>1,728,098</b>	<b>(1,706,632)</b>
		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
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		<b>229,714</b>	<b>1,584,834</b>	<b>(1,355,120)</b>
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		<b>1,173,621</b>	<b>1,584,834</b>	<b>(411,213)</b>
		<b>60,605</b>	<b>1,708,098</b>	<b>(1,647,493)</b>
		<b>22</b>		

ARANDA INDUSTRIES, LLC

SCHEDULE 3 - CONTRACTS IN PROGRESS  
DECEMBER 31, 2022

Job Name	Cont	Revenue		Total contract	Costs			Gross profit	% Comp	Progress billings to date	Costs and Billings in excess of estimated earnings and costs of billings		Revenue earned	Cost of revenues	Gross profit (loss)
		Original contract	Mod		Costs to date	Estimated cost to complete	Estimated total costs				In excess of billings	estimated earnings			
HCO MUD #1 waterline phase 2	2006	\$ 1,698,127	28,295	2,026,422	1,399,456	359,330	1,558,786	467,636	83%	2,026,422	-	357,129	1,669,293	1,399,456	369,837
911 Freepoint taps	2107	64,933	61,437	126,370	95,162	2,045	97,207	29,163	98%	126,370	-	2,659	123,711	95,162	28,549
Bridgstone MUD lift station #4 driveway	2210	59,940	-	59,940	1,499	44,609	46,108	13,832	3%	-	1,939	-	1,939	1,499	490
Mission Bend SEC 3 waterline rehab	2205	990,665	-	990,665	225,570	536,471	762,040	228,615	30%	378,830	-	85,577	293,253	225,570	67,674
Fort Bend CO MUD 19 Lift station #1 force main	2209	483,359	-	483,359	8,250	363,565	371,815	111,544	2%	-	10,725	-	10,725	8,250	2,475
HCO MUD # 368 stormwater detention facility	2106	445,495	32,406	477,901	271,061	96,555	367,616	110,285	74%	409,506	-	57,127	352,379	271,061	81,318
Pheasant Run Village waterline	2208	1,497,672	-	1,497,672	18,477	1,133,578	1,152,055	345,617	2%	-	24,020	-	24,020	18,477	5,543
Harris County Fortwood subdivision drainage	2203	273,195	-	273,195	201,238	11,989	213,227	63,968	94%	221,719	39,890	-	261,609	201,238	60,371
Kalkreuth MUD water plant #1 outfall	2207	197,693	-	197,693	58,859	93,210	152,069	45,621	39%	67,974	8,543	-	76,517	58,859	17,658
Oak Ridge Section 3 utility improvements	2206	3,593,979	-	3,593,979	269,468	1,010,532	1,280,000	2,313,979	21%	354,249	173,362	-	757,611	269,468	488,143
		<u>\$ 9,699,055</u>	<u>122,138</u>	<u>9,821,193</u>	<u>2,449,049</u>	<u>3,551,884</u>	<u>6,000,933</u>	<u>3,750,260</u>		<u>3,815,070</u>	<u>258,489</u>	<u>482,492</u>	<u>3,591,067</u>	<u>2,449,049</u>	<u>1,142,018</u>
										Amounts billed in previous year:			<u>(1,732,957)</u>	<u>(1,100,447)</u>	<u>(632,510)</u>
													<u>1,858,110</u>	<u>1,346,602</u>	<u>509,508</u>

See accountant's report and notes to the financial statements.

## FORT BEND COUNTY BID 23-072

**Project:** Rural Intersections  
**Limits:** Needville-Fairchilds Rd @ Padon Rd, Needville-Fairchild Rd @ Jeske Rd  
 Roesler Rd @ Jeske Rd  
 3,264 feet or 0.618 mi  
**Proj Length:**  
**Precinct:** 2  
**FBC Project #:** 20110  
**Contractor:** RANDA INDUSTRIES LI  
**Date:** 10/10/2023



Total Project Cost \$ 892,177.93

BID ITEM NO.	Spec Used		SPEC #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
1	H00102003	HC	102	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
2	H00130001	HC	130	Borrow	CY	150	\$ 40.00	\$ 6,000.00
3			DWG	Place, Maintain and Remove Project Sign	EA	3	\$ 2,000.00	\$ 6,000.00
4	H00465001	HC	465	Remove and Dispose of Existing Pipe (All types and Sizes)	LF	62	\$ 40.00	\$ 2,480.00
5	H00495004	HC	495	Remove Old Structures - Headwalls including Wingwalls	EA	2	\$ 2,500.00	\$ 5,000.00
6	H00540001	HC	540	Remove And Dispose Of Existing Asphaltic Surface And Base Material (All Depths)	SY	893	\$ 15.00	\$ 13,395.00
7	H00221001	HC	221	Commercial Lime Slurry (Type B) For Subgrade Stabilization (8") (6% by Dry Wt)	TON	22	\$ 250.00	\$ 5,500.00
8	H00250001	HC	250	HMAC Base Course (Black Base) (8") (Max 4" Lifts)	TON	471	\$ 250.00	\$ 117,750.00
9	H00310001	HC	310	Prime Coat	GAL	322	\$ 25.00	\$ 8,050.00
10	H00340001	HC	340	3" HMAC Type "D" Surface Course	TON	176	\$ 250.00	\$ 44,000.00
11	T00466002	TxDOT	466	Structural Concrete (Wingwall)	CY	8	\$ 4,000.00	\$ 32,000.00
12	T00466001	TxDOT	466	Structural Concrete (Headwall)	CY	6	\$ 4,000.00	\$ 24,000.00
13	H00429001	HC	429	Trench Safety System (5' to 10')	LF	375	\$ 2.00	\$ 750.00
14	H00460001	HC	460	Concrete Collar connecting Existing Storm Sewer	EA	4	\$ 3,705.00	\$ 14,820.00
15	H00460004	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	31	\$ 500.00	\$ 15,500.00
16	H00460005	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	12	\$ 1,000.00	\$ 12,000.00
17	H00460007	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	LF	8	\$ 1,500.00	\$ 12,000.00
18	T04122XXX	TxDOT	SS4122	Polypropylene Drainage Pipe (30")	LF	18.5	\$ 350.00	\$ 6,475.00
19	T04122XXX	TxDOT	SS4122	Polypropylene Drainage Pipe (42")	LF	9	\$ 1,000.00	\$ 9,000.00
20	T04122XXX	TxDOT	SS4122	Polypropylene Bend Coupler (42")	EA	1	\$ 2,500.00	\$ 2,500.00
21	H00463003	HC	463	SET (Type II) (24") (RCP) (6:1) (P) with Pipe Runners	EA	4	\$ 4,500.00	\$ 18,000.00
22	H00463005	HC	463	SET (Type II) (30") (RCP) (6:1) (P) with Pipe Runners	EA	3	\$ 7,000.00	\$ 21,000.00
23	H00463XXX	HC	463	SET (Type II) (42") (RCP) (6:1) (P) with Pipe Runners	EA	2	\$ 9,000.00	\$ 18,000.00
24	H00463XXX	HC	463	SET (Ty I) (3'X2') (RCB) (6:1) (P) with Pipe Runners	EA	2	\$ 18,000.00	\$ 36,000.00
25	H00463011	HC	463	SET (Ty I) (4'X3') (RCB) (6:1) (P) with Pipe Runners	EA	2	\$ 20,500.00	\$ 41,000.00
26	H00463XXX	HC	463	SET (Ty I) (6'X2') (RCB) (6:1) (P) with Pipe Runners	EA	4	\$ 24,000.00	\$ 96,000.00
27	H00471XXX	HC	471	4'x4' Junction Box, Cast-in-place	EA	1	\$ 9,500.00	\$ 9,500.00
28	H00471XXX	HC	471	4'x5' Junction Box, Cast-in-place	EA	1	\$ 11,500.00	\$ 11,500.00
29	H00471XXX	HC	471	5'x6' Junction Box, Cast-in-place	EA	2	\$ 12,750.00	\$ 25,500.00
30	H00480001	HC	480	Concrete Box Culvert (3' X 2')	LF	8	\$ 1,000.00	\$ 8,000.00
31	H00480002	HC	480	Concrete Box Culvert (3' X 3')	LF	132	\$ 500.00	\$ 66,000.00
32	H00480004	HC	480	Concrete Box Culvert (4' X 3')	LF	69	\$ 550.00	\$ 37,950.00
33	H00480XXX	HC	480	Concrete Box Culvert (6' X 2')	LF	65	\$ 750.00	\$ 48,750.00
34	H00491001	HC	491	Reinforced Concrete Slope Paving (5")	SY	72	\$ 135.00	\$ 9,720.00
35	T00627XXX	TxDOT	493	Riprap-Gradation No.1(Min 18")	SY	20.1	\$ 150.00	\$ 3,015.00
36	H00421XXX	HC	627	Brace Electric Power Pole	EA	2	\$ 1,500.00	\$ 3,000.00
37	H00421XXX	HC	421	Concrete Connection (24" RCP to 6'X2' RCB)	EA	4	\$ 3,500.00	\$ 14,000.00
38	H00421XXX	HC	421	Concrete Connection (2-3'X2' RCB to 4'X3' RCB)	EA	1	\$ 4,500.00	\$ 4,500.00
39	H00665011	HC	665	Work Zone Pavement Markings 24" White/Solid (Removable) Furnished - Applied, Removed	LF	144	\$ 3.00	\$ 432.00
40	H00671003	HC	671	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signs	MO	3	\$ 4,000.00	\$ 12,000.00
41	H00500003	HC	500	Remove & Dispose Existing Traffic Signs, Roadway Signs	EA	8	\$ 250.00	\$ 2,000.00
42	H00624001	HC	624	Aluminum Signs (High Intensity Sheeting) - Furnish & Install	EA	8	\$ 750.00	\$ 6,000.00
43	H00660005	HC	660	Thermoplastic Pavement Markings (Type I) white, 4" Wide (SLD)	LF	1202	\$ 3.00	\$ 3,606.00
44	H00660006	HC	660	Thermoplastic Pavement Markings (Type I) Yellow, 4" Wide (BRK)	LF	51	\$ 3.00	\$ 153.00
45	H00660013	HC	660	Thermoplastic Pavement Markings (Type I) Yellow, 4" Wide (SLD)	LF	750	\$ 3.00	\$ 2,250.00
46	H00663003	HC	660	Thermoplastic Pavement Markings (Type I) White, 24" Wide (SLD)	LF	58	\$ 3.00	\$ 174.00
47	H00663003	HC	663	Reflectorized Pavement Markers Type II-A-A Yellow - Furnish & Install	EA	90	\$ 20.00	\$ 1,800.00
48	H00162001	HC	162	Place and Maintain Block Sod (16" Strip) (Erosion Control) for Roadway	SY	75	\$ 12.00	\$ 900.00
49	H00165001	HC	165	Hydro-Mulch Seeding (Roadway)	AC	0.44	\$ 6,500.00	\$ 2,877.93
50	H00713001	HC	713	Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	1945	\$ 2.00	\$ 3,890.00
51	H00724001	HC	724	Stabilized Construction Access (Type 1-Rock, 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	252	\$ 35.00	\$ 8,820.00
52	H00730001	HC	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LS	1	\$ 1,500.00	\$ 1,500.00
53	H00751001	HC	751	SWPPP Inspection and Maintenance	MO	3	\$ 2,500.00	\$ 7,500.00
<b>EXTRA WORK ITEMS</b>								
54	H00110001	HC	110	Extra Excavation	CY	100	\$ 20.00	\$ 2,000.00
55	H00130001	HC	130	Extra Borrow	CY	100	\$ 35.00	\$ 3,500.00

## FORT BEND COUNTY BID 23-072

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**Proj Length:** 3,264 feet or 0.618 mi  
**Precinct:** 2  
**FBC Project #:** 20110  
**Contractor:** RANDA INDUSTRIES LI  
**Date:** 10/10/2023

Total Project Cost \$ 892,177.93

BID ITEM NO.	Spec Used		SPEC #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
56	H00672001	HC	672	Off Duty Uniformed Police Officer - As Directed by Engineer (Min. Bid \$45/HR)	HR	120	\$ 45.00	\$ 5,400.00
57	H00556001	HC	559	Construction Safety Fence	LF	150	\$ 5.00	\$ 750.00
58	H00491001	HC	491	Reinforced Concrete Slope Paving (5') (if extra is needed)	SY	22	\$ 135.00	\$ 2,970.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1081691

Date Filed:  
10/10/2023

Date Acknowledged:  
11/07/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ARANDA INDUSTRIES, LLC.  
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.**  
B23-072  
CONSTRUCTION OF NEEDVILLE FAIRCHILDS ROAD INTERSECTIONS

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)