**Fort Bend County Tabulation**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**Recommendation: All bidders meeting specifications**

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton) Materials: 14145 Laydown: 14146** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 95.00 | | | $ 80.00 | | | | | $ 105.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | $ 5.75 | | | | | $ 4.00 | | |
| Each add'l mile | | $ 0.25 | | | $ 0.30 | | | | | $ 0.30 | | |
| Laydown | | | | | $ 22.00 | | | | | $ 25.00 | | |
| Plant Location/s | | Stafford | | | Rosenberg, Hockley | | | | | Arcola, Rosenberg | | |
| Minimum Order | | | | | 800 Tons | | | | | 800 Tons | | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton) Material: 14147 Laydown: 14148** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 73.00 | | | $ 69.00 | | | | | $ 78.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | $ 5.75 | | | | | $ 4.00 | | |
| Each add'l mile | | $ 0.25 | | | $ 0.30 | | | | | $ 0.30 | | |
| Laydown | | | | | $ 22.00 | | | | | $ 25.00 | | |
| Plant Location/s | | Stafford | | | Rosenberg, Hockley | | | | | Arcola, Rosenberg | | |
| Minimum Order | | | | | 800 Tons | | | | | 800 Tons | | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton) Material: 14354 Laydown: 14355** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 35.00 | | | $ 28.00 | | | | | | | | |
| Plant to Jobsite-1st mile | $ 6.00 | | | $ 2.25 | | | | | | | | |
| Each add'l mile | $ 1.00 | | | $ 2.00 | | | | | | | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | Richmond | | | Katy, Richmond, Brookshire, Fresno & more | | | | | | | | |
| Per 1/2 sack cement | $ 3.50 | | | $ 3.00 | | | | | | | | |
| Minimum Order | 24 Tons | | | 12 Tons | | | | | | | | |

| **Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton) Material: 14149 Laydown: 14150** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 33.00 | $ 23.00 | | $ 49.00 | | | $ 35.00 | | | $ 25.00 | | $ 43.00 |
| Plant to Jobsite-1st mile | $ 6.00 | $ 4.50 | | $ 1.00 | | | $ 3.75 | | | $ 4.00 | | $ 5.00 |
| Each add'l mile | $ 1.00 | $ 0.25 | | $ 0.60 | | | $ 0.25 | | | $ 0.30 | | $ 0.25 |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | Richmond | Stafford | | Hockley | | | Missouri City | | | Liberty Rd, Katy | | Fort Bend |
| Minimum Order | 24 Tons | | | 12 Tons | | | 24 Tons | | | 24 Tons | | 24 Tons |

| **Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton) Material: 14151** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 55.00 | | | $ 49.00 | | | | | | $ 40.00 | | |
| Plant to Jobsite-1st mile | $ 6.00 | | | $ 1.00 | | | | | | $ 4.00 | | |
| Each add'l mile | $ 1.00 | | | $ 0.60 | | | | | | $ 0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | Richmond | | | Hockley | | | | | | Liberty Rd | | |
| Minimum Order | 24 Tons | | | 12 Tons | | | | | | 24 Tons | | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton) Material: 16147** | | | | | | | | | | | | |
| Plant/Pit/Siding | | | | $ 49.00 | | | | | | $ 65.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | | | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | | | | $ 0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | Hockley | | | | | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | | | | 1000 Tons | | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton) Material: 16148** | | | | | | | | | | | | |
| Plant/Pit/Siding | | | | $ 49.00 | | | | | | $ 45.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | | | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | | | | $ 0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | Hockley | | | | | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | | | | 24 Tons | | |

| Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton) Material: 16149 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | $ 49.00 | | | | | | $ 65.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | | | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | | | | $ 0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | Hockley | | | | | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | | | | 24 Tons | | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton) Material: 16150** | | | | | | | | | | | | |
| Plant/Pit/Siding | | | | $ 49.00 | | | | | | $ 45.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | | | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | | | | $ 0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | Hockley | | | | | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | | | | 24 Tons | | |

| Processed Pit Run, approximately 5/8" Diameter (price per ton) Material: 14152 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 35.00 | | | | | | | $ 7.75 | | | | |
| Plant to Jobsite-1st mile | $ 6.00 | | | | | | | $ 5.00 | | | | |
| Each add'l mile | $ 1.00 | | | | | | | $ 0.26 | | | | |
| Plant Location/s | Richmond | | | | | | | Altair | | | | |
| Minimum Order | 24 Tons | | | | | | | | | | | |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton) Material: 14154 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 105.00 | | | $ 85.00 | | | | | $ 110.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | $ 5.75 | | | | | $ 4.00 | | |
| Each add'l mile | | $ 0.25 | | | $ 0.30 | | | | | $ 0.30 | | |
| Laydown | | | | | $ 22.00 | | | | | $ 25.00 | | |
| Plant Location/s | | Stafford | | | Rosenberg, Hockley | | | | | Arcola, Rosenberg | | |
| Minimum Order | | | | | 800 Tons | | | | | 800 Tons | | |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton) Material: 14155 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 82.00 | | | $ 75.00 | | | | | $ 84.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | $ 5.75 | | | | | $ 4.00 | | |
| Each add'l mile | | $ 0.25 | | | $ 0.30 | | | | | $ 0.30 | | |
| Laydown | | | | | $ 22.00 | | | | | $ 25.00 | | |
| Plant Location/s | | Stafford | | | Rosenberg, Hockley | | | | | Arcola, Rosenberg | | |
| Minimum Order | | | | | 800 Tons | | | | | 800 Tons | | |

| Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton) Material: 14179 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 110.00 | | | | | | | | $120.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | | | | | | $4.00 | | |
| Each add'l mile | | $ 0.25 | | | | | | | | $0.30 | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | Stafford | | | | | | | | Navigation | | |
| Minimum Order | | | | | | | | | | 800 Tons | | |

| Pre-coated Coverstone: PB-3 (price per ton) Material: 141587 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | $ 45.00 | | | $ 75.00 | | $ 40.00 |
| Plant to Jobsite-1st mile | | | | | | | $ 3.75 | | | $ 4.00 | | |
| Each add'l mile | | | | | | | $ 0.21 | | | $ 0.30 | | $ 0.24 |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | | | | Uvalde | | | Arcola, Rosenberg | | Dabney |
| Minimum Order | | | | | | | 24 Tons | | | 400 Tons | | 24 Tons |

| Pre-coated Coverstone: PB-4 & PB5 (price per ton) Material: 14159 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding PB4 | | | | | | | $ 45.00 | | | $ 80.00 | | $ 39.00 |
| Plant/Pit/Siding PB5 | | | | | | | $ 45.00 | | | $ 80.00 | | $ 39.00 |
| Plant to Jobsite-1st mile | | | | | | | $ 3.75 | | | $ 4.00 | | |
| Each add'l mile | | | | | | | $ 0.21 | | | $ 0.30 | | $ 0.24 |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | | | | Uvalde | | | Arcola, Rosenberg | | Dabney |
| Minimum Order | | | | | | | 24 Tons | | | 400 Tons | | 24 Tons |

| Pulverizing Only Existing Asphalt and/or Base Road (price per Linear Foot) | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Up to a depth of 2" Material: 14161 | | | | | $ 6.00 | | | | | $ 6.50 | | |
| Up to a depth of 4" Material: 14162 | | | | | $ 10.00 | | | | | $ 11.20 | | |
| Up to a depth of 6" Material: 14163 | | | | | $ 14.00 | | | | | $ 16.80 | | |
| Up to a depth of 8" Material: 14164 | | | | | $ 18.00 | | | | | $ 22.40 | | |
| Up to a depth of 10" Material: 14165 | | | | | $ 22.00 | | | | | $ 28.00 | | |
| Up to a depth of 12" Material: 14166 | | | | | $ 26.00 | | | | | $ 33.60 | | |
| Up to a depth of 14" Material: 14167 | | | | | $ 30.00 | | | | | $ 39.20 | | |
| Pulverizing Existing Materials In-Place per Linear Foot Material: 14168 | | | | | $ 7.00 | | | | | $ 6.50 | | |
| Contractor will credit Fort Bend County for Pulverized Material: | | | | | | | | | | | | |
| Transported by Fort Bend County vehicles Material: 14169 | | | | | $ 50.00 | | | | | $ 50.00 | | |
| Transported by contractor's vehicles Material: 14170 | | | | | $ 10.00 | | | | | $ 10.00 | | |

| Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton) | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | | | |
| Plant to Jobsite-1st mile | | | | | | | | | | | | |
| Each add'l mile | | | | | | | | | | | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | | | | | | | | | |
| Minimum Order | | | | | | | | | | | | |

| Field Sand (price per cubic yard) Material: 15822 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 25.00 | | | | | | | | $ 8.50 | | | |
| Plant to Jobsite-1st mile | $ 6.00 | | | | | | | | | | | |
| Each add'l mile | $ 1.00 | | | | | | | | | | | |
| Plant Location | Richmond | | | | | | | | Richmond, Fresno, Sugar Land, Brookshire, Katy | | | |
| Minimum Order | 24 Tons | | | | | | | | 12 CY | | | |

| **Fly Ash (price per ton) Material: 15823** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 125.00 | | | | | | | | | | | |
| Plant to Jobsite-1st mile | $ 10.00 | | | | | | | | | | | |
| Each add'l mile | $ 1.00 | | | | | | | | | | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | Richmond | | | | | | | | | | | |
| Minimum Order | 24 Tons | | | | | | | | | | | |

| **Fly Ash Stabilized Road Mix 50/50: Material: 15824** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | | | |
| Plant to Jobsite-1st mile | | | | | | | | | | | | |
| Each add'l mile | | | | | | | | | | | | |
| Plant Location | | | | | | | | | | | | |
| Minimum Order | | | | | | | | | | | | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton) Material: 14180** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | | | |
| Plant to Jobsite-1st mile | | | | | | | | | | | | |
| Each add'l mile | | | | | | | | | | | | |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | | | | | | | | | | |
| Minimum Order | | | | | | | | | | | | |

| **Limestone Rock Asphalt - TXDOT Item DMS-9210 LRA, Type CC, D, AA, (price per ton) Material:** | **717 Construction Services, LLC Richmond** | **G & S Asphalt, Inc. dba American Materials, Inc. Stafford** | **Blades Group, LLC Uvalde** | **HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving** | **James Construction Group, LLC Houston** | **Lhoist North America of Texas, LLC, Fort Worth** | **Martin Marietta Materials Dallas** | **Anthony Prihoda dba Prihoda Gravel Company Altair** | **Sprint Sand & Clay, LLC Richmond** | **Texas Materials Group, dba Gulf Coast Bay Town** | **Vernor Material & Equipment Co., Inc., Freeport** | **Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | $ 215.58 | | | | $ 85.00 | | | | | $ 72.00 |
| Plant to Jobsite-1st mile | | | Included above | | | | $ 3.75 | | | | | |
| Each add'l mile | | | Included above | | | | $ 0.21 | | | | | $ 0.24 |
| Laydown | | | | | | | | | | | | |
| Plant Location/s | | | Uvalde | | | | Uvalde | | | | | Dabney |
| Minimum Order | | | 25 Tons | | | | 24 Tons | | | | | 24 Tons |

| Lime and Lime Slurry - TXDOT Item 264 Material: 14177 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 31% Dry solids | | | | | | | | | | | | |
| 35% Dry solids | | | | | | $ 325.00 | | | | | | |
| 46% Dry solids | | | | | | | | | | | | |

| Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton) Material: 14178 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Delivered and Applied at Jobsite | | | | | | $ 318.39 | | | | | | |
| Plant Location/s | | | | | | New Braunfels | | | | | | |

| Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton) Material: 14171 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | $ 60.00 | | $ 51.25 |
| Plant to Jobsite-1st mile | | | | | | | | | | $ 4.00 | | $ 5.00 |
| Each add'l mile | | | | | | | | | | $ 0.30 | | $ 0.25 |
| Plant Location/s | | | | | | | | | | Cedar Port | | Stafford |
| Minimum Order | | | | | | | | | | 24 Tons | | 24 Tons |

| Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton) Material: 14172 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 115.00 | | | $ 96.00 | | | | | $ 120.00 | | |
| Plant to Jobsite-1st mile | | $ 5.00 | | | $ 5.75 | | | | | $ 4.00 | | |
| Each add'l mile | | $ 0.25 | | | $ 0.30 | | | | | $ 0.30 | | |
| Plant Location/s | | Stafford | | | Rosenberg, Hockley | | | | | Arcola, Rosenberg | | |
| Minimum Order | | | | | 800 Tons | | | | | 800 Tons | | |

| 623 Traprock Grade 3, TXDOT Item 302 (price per ton) Material: 14173 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | $ 65.00 | | | | | |
| Plant to Jobsite-1st mile | | | | | | | $ 3.75 | | | | | |
| Each add'l mile | | | | | | | $ 0.21 | | | | | |
| Plant Location/s | | | | | | | Uvalde | | | | | |
| Minimum Order | | | | | | | 24 Tons | | | | | |

| 623 Traprock Grade 5, TXDOT Item 302 (price per ton) Material: 14174 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | $ 65.00 | | | | | |
| Plant to Jobsite-1st mile | | | | | | | $ 3.75 | | | | | |
| Each add'l mile | | | | | | | $ 0.21 | | | | | |
| Plant Location/s | | | | | | | Uvalde | | | | | |
| Minimum Order | | | | | | | 24 Tons | | | | | |

| Bullrock 3" x 5" (price per ton) Material: 14175 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 55.00 | $ 40.00 | | $ 53.55 | | | $ 60.00 | $ 16.25 | | $ 38.00 | | $ 53.00 |
| Plant to Jobsite-1st mile | $ 6.00 | $ 4.50 | | $ 1.00 | | | $ 3.75 | $ 5.00 | | $ 4.00 | | $ 5.00 |
| Each add'l mile | $ 1.00 | $ 0.25 | | $ 0.60 | | | $ 0.25 | $ 0.26 | | $ 0.30 | | $ 0.25 |
| Plant Location/s | Richmond | Stafford | | Richmond | | | Rosenberg | Altair | | Liberty Rd | | Stafford |
| Installation | | | | | | | | | | | | |
| Minimum Order | 24 Tons | | | 12 Tons | | | 24 Tons | | | 24 Tons | | 24 Tons |

| Rip Rap, Grade 1, 12" to 18" (price per ton) Material: 14176 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | $ 65.00 | | $ 89.00 | | | | | | $ 65.00 | | $ 80.00 |
| Plant to Jobsite-1st mile | | $ 4.50 | | $ 1.00 | | | | | | $ 4.00 | | $ 6.00 |
| Each add'l mile | | $ 0.25 | | $ 0.60 | | | | | | $ 0.30 | | $ 0.30 |
| Plant Location/s | | Stafford | | Richmond | | | | | | Liberty Rd | | Houston Port |
| Minimum Order | | | | 12 Tons | | | | | | 24 Tons | | 24 Tons |

| Limestone Base 1 1/2" (price per ton) Material: 15818 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | $ 68.15 | | | $ 38.75 | $ 29.75 | | $ 45.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | $ 3.75 | $ 5.00 | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | $ 0.25 | $ 0.26 | | $ 0.30 | | |
| Plant Location/s | | | | Richmond | | | | Altair | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | 24 Tons | | | 24 Tons | | |

| Limestone Base 3/4" (price per ton) Material: 15819 | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | $ 68.15 | | | $ 38.75 | | | $ 65.00 | | |
| Plant to Jobsite-1st mile | | | | $ 1.00 | | | $ 3.75 | | | $ 4.00 | | |
| Each add'l mile | | | | $ 0.60 | | | $ 0.25 | | | $ 0.30 | | |
| Plant Location/s | | | | Richmond | | | Rosenberg | | | Cedar Port | | |
| Minimum Order | | | | 12 Tons | | | | | | 24 Tons | | |

| Screened Decomposed Granite Gravel ¾-: (price per ton) | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | | | |
| Plant to Jobsite-1st mile | | | | | | | | | | | | |
| Each add'l mile | | | | | | | | | | | | |
| Plant Location/s | | | | | | | | | | | | |
| Minimum Order | | | | | | | | | | | | |

| Road Stabilization Portland Cement, TXDOT Item 524.2, Type 1, 2 (price per ton) | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | $ 185.00 | | | $ 205.00 | | | | | | | $ 240.00 | |
| Plant to Jobsite-1st mile | $ 6.00 | | | Included above | | | | | | | $ 10.00 | |
| Each add'l mile | $ 1.00 | | | Included above | | | | | | | $ 7.00 | |
| Laydown | | | | | | | | | | | $ 10.00 | |
| Plant Location/s | Richmond | | | | | | | | | | Freeport, Houston | |
| Minimum Order | 24 Tons | | | 25 Tons | | | | | | | 25 Tons | |

| Reclaimed Portland Cement for Stabilization of Material (road mixed), Class A or H, containing no hazardous components (price per ton) | 717 Construction Services, LLC Richmond | G & S Asphalt, Inc. dba American Materials, Inc. Stafford | Blades Group, LLC Uvalde | HM South Texas Stabilized Sand LLC dba Heidelberg Materials Irving | James Construction Group, LLC Houston | Lhoist North America of Texas, LLC, Fort Worth | Martin Marietta Materials Dallas | Anthony Prihoda dba Prihoda Gravel Company Altair | Sprint Sand & Clay, LLC Richmond | Texas Materials Group, dba Gulf Coast Bay Town | Vernor Material & Equipment Co., Inc., Freeport | Vulcan Construction Materials, LLC dba Vulcan Materials Company San Antonio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plant/Pit/Siding | | | | | | | | | | | $ 175.00 | |
| Plant to Jobsite-1st mile | | | | | | | | | | | $ 10.00 | |
| Each add'l mile | | | | | | | | | | | $ 7.00 | |
| Laydown | | | | | | | | | | | $ 10.00 | |
| Plant Location/s | | | | | | | | | | | Freeport | |
| Minimum Order | | | | | | | | | | | 25 Tons | |

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | 717 Construction Services LLC | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☑ Corporation/LLC ☐ Sole Proprietor/Individual | ☐ Partnership ☐ Tax Exempt | Age in Business? 7 yrs |
| Federal ID # or S.S. # | 82-2231710 | SAM.gov Unique Entity ID # | 08-080-9876 |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | X No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | 310 Morton Street Ste:276 | | |
| City/State/Zip | Richmond, TX 77469 | | |
| Physical Address | 1708 Thompson Rd | | |
| City/State/Zip | Richmond,TX 77469 | | |
| Phone Number | 8325202900 | | |
| E-mail | marc@717construction.com | | |
| Contact Person | Marc Alvarez | | |

| Check all that apply to the company listed above and provide certification number. | | Cert Date | Exp Date |
|---|---|---|---|
| DBE-Disadvantaged Business Enterprise ☑ | **Certification #** 20-1-13984 | | |
| SBE-Small Business Enterprise ☑ | **Certification #** 19-01-1394S | | |
| HUB-Texas Historically Underutilized Business ☐ | **Certification #** | | |
| WBE-Women's Business Enterprise ☐ | **Certification #** | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 ___ | | |
| $5,000,000-$16,999,999 X | $17,000,000-$22,399,999 ___ | >$22,400,000 ___ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | 236220, 237310, |
| Signature of Authorized Representative | |
| Printed Name | Marc Alvarez |
| Title | Managing Member |
| Date | 3/5/24 |

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

***Fort Bend County, Texas***
***Invitation for Bid***

***Term Contract for Purchase and Hauling Earthen Road Materials***
***BID 24-041***

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: 

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: _____

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: _____

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: _____

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: 

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: _____

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

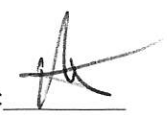
10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

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|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: 

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: 

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: 

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder:_____

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: 

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile | Beechnut Service Center | Crabb Service Center |
| Behind Fairgrounds | 19310 Beechnut | 201 Payne Lane |
| Stella Road | | |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile |
| | 8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: _____

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 717 Construction Services LLC (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 20 24.

**Fort Bend County, Texas**

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

**By:**
**Signature of Contractor**

**By:** Mario Alvarez Managing Member
**Printed Name and Title**

# COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

February 19, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 24-041 – Term Contract for Purchase and Hauling Earthen Road Materials

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Field Sand item on bid pricing form.

**********

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

717 CONSTRUCTN SERVICES LLC
Company Name

Signature of person receiving addendum

3/4/24
Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☑ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
717 Construction Services, LLC.

Requester's name and address (optional)

6 City, state, and ZIP code
310 Morton Street STE: 276, RIchmond, TX. 77469

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

**or**

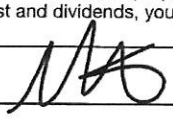
**Employer identification number**
8 2 - 2 2 3 1 7 1 0

## 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.

**Sign Here** | **Signature of U.S. person ▶**  **Date ▶** 2/21/2023

## 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*.

### 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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee[1]<br>The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 82-2231710

Company Name submitting Bid/Proposal: 717 Construction Services, LLC.

Mailing Address: 310 Morton Street STE: 276, Richmond, TX. 77469

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

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

_____

_____

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

✓ I certify that 717 Construction Services, LLC. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

717 Construction Services LLC
(Company/Contractor)

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

Contractor Signature

3/5/24
Date

Marc Alvarez
Printed Name

Managing Member
Title

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** 717 Construction Services LLC

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | 35 |
| Plant to Jobsite-1st mile | 6 |
| Each add'l mile | 1 |
| Laydown | |
| Plant Location/s | Richmond |
| Per 1/2 sack cement | 3.5 |
| Minimum Order | 24 tons |

**VENDOR NAME:**

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 33.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Laydown | |
| Plant Location/s | Richmond |
| Minimum Order | 24 tons |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 55.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Laydown | |
| Plant Location/s | Richmond |
| Minimum Order | 24 tons |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: _____

**VENDOR NAME:** 717 Construction Services LLC

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 35.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Plant Location/s | Richmond |
| Minimum Order | 24 tons |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: 

VENDOR NAME: 717 Construction Services LLC

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder: AK

VENDOR NAME: 717 Construction Services LLC

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | $ 25.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Plant Location | Richmond |
| Minimum Order | 24 tons |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | $ 125.00 |
| Plant to Jobsite-1st mile | $ 10.00 |
| Each add'l mile | $ 1.00 |
| Laydown | |
| Plant Location/s | Richmond |
| Minimum Order | 24 tons |



Initialso of Bidder: _____

**VENDOR NAME:** 717 Construction Services LLC

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: _____

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder: _____

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder:_____

**VENDOR NAME:**

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: 

**VENDOR NAME:**

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 55.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Plant Location/s | Richmond |
| Installation | |
| Minimum Order | 24 tons |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: _____

**VENDOR NAME:**

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 185.00 |
| Plant to Jobsite-1st mile | $ 6.00 |
| Each add'l mile | $ 1.00 |
| Laydown | |
| Plant Location/s | Richmond |
| Minimum Order | 24 tons |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: _____

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1131024

**Date Filed:**
03/04/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

717 CONSTRUCTION SERVICES, LLC
Richmond, 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.**

BID 24-041
Term Contract for Purchase and Hauling Earthen Road Materials

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

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | G & S Asphalt, Inc. | | |
| Business Name (if different from legal name) | American Materials, Inc. | | |
| Type of Business | ☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? |
| Federal ID # or S.S. # | 74-1953722 | SAM.gov Unique Entity ID # | KF2NX5X1LFU7 |
| SAM.gov CAGE / NCAGE | 7N6Q7 | | |
| Publicly Traded Business | xx No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | PO BOX 935 | | |
| City/State/Zip | STAFFORD, TX 77477 | | |
| Physical Address | 10126 CASH RD | | |
| City/State/Zip | STAFFORD, TX 77477 | | |
| Phone Number | 281-969-1691 | | |
| E-mail | BASP@DURWOODGREENE.COM | | |
| Contact Person | | | |

| Check all that apply to the company listed above and provide certification number. | | | Cert Date | Exp Date |
|---|---|---|---|---|
| | DBE-Disadvantaged Business Enterprise ☐<br>SBE-Small Business Enterprise ☐<br>HUB-Texas Historically Underutilized Business ☐<br>WBE-Women's Business Enterprise ☐ | **Certification #** _____<br>**Certification #** _____<br>**Certification #** _____<br>**Certification #** _____ | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| | <$500,000 ____ | $500,000-$4,999,999 ____ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ____ | >$22,400,000 xx |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | |
| Signature of Authorized Representative | |
| Printed Name | LUIS ANGUIANO |
| Title | SECRETARY / TREASURER |
| Date | 03/04/24 |

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

*Fort Bend County, Texas*
*Invitation for Bid*

*Term Contract for Purchase and Hauling Earthen Road Materials*
*BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: BBA

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: BDA

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: BDA

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: BDA

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: BDA

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: BDA

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

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## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

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| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

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| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

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1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

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## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: BOA

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 American Materials, Inc. (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 20 24.

**Fort Bend County, Texas**

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

**By:** Brian Asf
**Signature of Contractor**

**By:** Brian Asf - Sales Manager
**Printed Name and Title**

# COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

February 19, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 24-041 – Term Contract for Purchase and Hauling Earthen Road Materials

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Field Sand item on bid pricing form.

**********

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

GBS Asphalt dba American Materials, Inc.
Company Name

Signature of person receiving addendum

02/19/2024
Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann

Brooke Lindemann
Senior Buyer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
G&S Asphalt, Inc.

2 Business name/disregarded entity name, if different from above
dba American Materials, Inc.

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 935

Requester's name and address (optional)

6 City, state, and ZIP code
Stafford, TX 77497-0935

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

**or**

**Employer identification number**
7 4 – 1 9 5 3 7 2 2

## 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 for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 8/12/2020

## General Instructions

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

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

## Purpose of Form

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

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

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

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

Job No.: 24-041

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

Taxpayer Identification Number (T.I.N.): 74-1953722

Company Name submitting Bid/Proposal: American Materials, Inc.

Mailing Address: PO BOX 935, STAFFORD, TX, 77497-0935

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

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

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| P310563 | 2122 HWY 90A, MISSOURI CITY, TX |
| P326777 | 2122 HWY 90A, MISSOURI CITY, TX |
| P23813 | 2122 HWY 90A, MISSOURI CITY, TX |
| R41376 | 2122 HWY 90A, MISSOURI CITY, TX |

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

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

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

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

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

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

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

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

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

American Materials, Inc.
(Company/Contractor)

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

Contractor Signature

03/04/24
Date

Brian Asp
Printed Name

Sales Manager
Title

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** American Materials, Inc.

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 95.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 73.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Per 1/2 sack cement | |
| Minimum Order | |

VENDOR NAME:

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 23.00 |
| Plant to Jobsite-1st mile | $ 4.50 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 105.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 82.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 110.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Laydown | |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder:_____

VENDOR NAME:

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder:_____

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder:_____

VENDOR NAME:

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 115.00 |
| Plant to Jobsite-1st mile | $ 5.00 |
| Each add'l mile | $ 0.25 |
| Plant Location/s | Stafford |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 40.00 |
| Plant to Jobsite-1st mile | $ 4.50 |
| Each add'l mile | $ 0.25 |
| Plant Location/s | Stafford |
| Installation | |
| Minimum Order | |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 4.50 |
| Each add'l mile | $ 0.25 |
| Plant Location/s | Stafford |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

**VENDOR NAME:**

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder:_____

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1134577

**Date Filed:**
03/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

G & S Asphalt, Inc. dba American Materials, Inc.
Stafford, 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.**

B24-041
Earthen Road Materials

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Greene, Bradley | Stafford, TX United States | X | |
| Greene , Jonathan | Stafford, TX United States | X | |
| Greene, Daniel | Stafford, TX United States | X | |
| Maynard, Stephen | Stafford, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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

# Vendor Informati

Jaime Kovar
Purchasing Agent
Office 341-8640

| | |
|---|---|
| Legal Company Name (top line of W9) | Blades Group LLC |
| Business Name (if different from legal name) | |
| Type of Business | ☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business? Nearly 13 years |
| Federal ID # or S.S. # | 45-2719654 — SAM.gov Unique Entity ID # MP7NJNT9MLR6 |
| SAM.gov CAGE / NCAGE | 83PV8 |
| Publicly Traded Business | ✓ No ___ Yes Ticker Symbol _____ |
| Remittance Address | 3 FM 1403 |
| City/State/Zip | Uvalde, Texas 78801 |
| Physical Address | 3 FM 1403 |
| City/State/Zip | Uvalde, Texas 78801 |
| Phone Number | +1 833·568·6001 |
| E-mail | kmccutcheon@rockasphalt.com |
| Contact Person | Keir McCutcheon |

| Check all that apply to the company listed above and provide certification number. | | Cert Date | Exp Date |
|---|---|---|---|
| DBE-Disadvantaged Business Enterprise ☐ | **Certification #** _____ | | |
| SBE-Small Business Enterprise ☐ | **Certification #** _____ | | |
| HUB-Texas Historically Underutilized Business ☐ | **Certification #** _____ | | |
| WBE-Women's Business Enterprise ☐ | **Certification #** _____ | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 ___ | | |
| $5,000,000-$16,999,999 X | $17,000,000-$22,399,999 ___ | >$22,400,000 ___ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | 423320 |
| Signature of Authorized Representative | Caroline C. Blades |
| Printed Name | Caroline C. Blades |
| Title | COO |
| Date | 02/13/2024 |

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

*Fort Bend County, Texas*
*Invitation for Bid*

*Term Contract for Purchase and Hauling Earthen Road Materials*
*BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: CNB

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: CUB

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: UB

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: CB

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: UB

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: UB

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: CMB

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: UB

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: CMB

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: CMB

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: CMB

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: CMB

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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: CWB

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: CUB

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: CMB

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: CUB

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: CMB

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: CWB

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: CWB

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Blades Group LLC (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By: Caroline C Blades
**Signature of Contractor**

By: Caroline C. Blades, COO
**Printed Name and Title**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Blades Group LLC

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
3 FM 1403

Requester's name and address (optional)

6 City, state, and ZIP code
Uvalde, Texas 78801

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**
45 - 2719654

## 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.

**Sign Here** | **Signature of U.S. person** ▶ Caroline C Blades | **Date** ▶ 02/13/2024

## 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*.

### 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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 45-2719654

Company Name submitting Bid/Proposal: Blades Group LLC

Mailing Address: 3 FM 1403

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

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

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| N/A | N/A |
| | |
| | |
| | |

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

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

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

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

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

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

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

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

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

Blades Group LLC
(Company/Contractor)

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

Caroline C Blades
Contractor Signature

02/13/2024
Date

Caroline C. Blades
Printed Name

Chief Operating Officer
Title

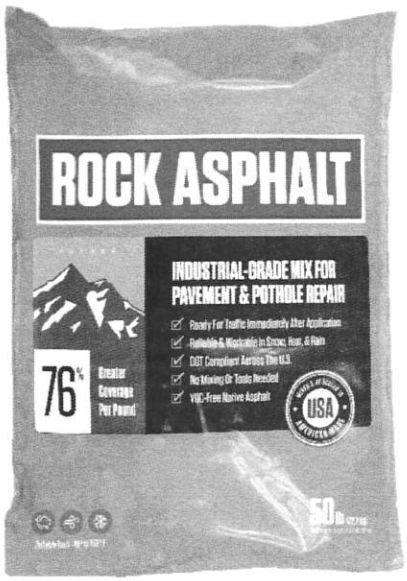
Please find a brief description of our Rock Asphalt.

**PRODUCT DESCRIPTION & USE**

Rock Asphalt is a naturally occurring asphalt material meeting TXDOT 330D specification, packaged for the purpose of permanently repairing damaged areas in asphalt surfaces (driveways, parking lots, and roads). By following three simple application steps, Rock Asphalt can be applied in hot and cold, wet, or dry conditions with no mixing required and is ready for traffic immediately.

**BENEFITS TO MUNICIPALITIES & STATES**

- 3-year installed warranty
- Natural, VOC-Free Product
- Re-open roads to traffic immediately after application
- Product can be used in all weather conditions, hot/cold, wet/dry
- No special tools, machinery, or preparation required
- Easy application




**SIZE & YIELD**

- 50 lb. (22.7 kg) bags / covers 7 sq ft at 1 inch depth
- 1 Cubic Yard Supersack / covers 329 sq ft at 1 inch depth
- 76% more coverage by pound than traditional competitors

**APPLICATION**

- **Sweep** the area to be filled to remove all loose debris
- **Fill the hole** with Rock Asphalt to a height of ½ inch above the surrounding pavement surface
- Drive over Rock Asphalt with a car, truck, or compactor to **compact** it into the hole

**CONTRACT QUOTED**

Bid 24-041 Earthen Road Materials

****3-Year Installed Warranty Offered on All Bag and Supersack Purchases****

Blades Group LLC | 3 FM 1403 | Uvalde, TX 78801 | 833-568-6001 | www.rockasphalt.com

**Bid 24-041 Earthen Road Materials**

| | |
|---|---|
| **Part Number:** | RA-50 |
| **Description:** | Natural RockAsphalt Pothole Repair; 50 lb Bag, 62/Pallet; Made to TXDOT Specification 330D |
| **Price Per Bag:** | $20.00 Delivered |
| **Total Pallet Price:** | $1,240.00 |
| **Delivery Info:** | FOB Delivered |
| **Minimum Quantity:** | 1 Pallet |

| | |
|---|---|
| **Part Number:** | Bulk Bag – 1 CuYd (2,350 lbs) |
| **Description:** | Natural RockAsphalt Pothole Repair; 1 CuYd, 1/Pallet; Made to TXDOT Specification 330D |
| **Price Per Tote:** | $520.00 Delivered |
| **Delivery Info:** | FOB Delivered |
| **Minimum Quantity:** | 3 Totes |

| | |
|---|---|
| **Part Number:** | Bulk Asphalt by Ton |
| **Description:** | Natural RockAsphalt Pothole Repair; Made to TXDOT Specification 330D<br>Bulk Truckload; Approximately 24 Tons, End Dump Only |
| **Price Per Ton:** | $215.58 Delivered |
| **Delivery Info:** | FOB Delivered |
| **Minimum Quantity:** | 1 Bulk Truckload; Approximately 24 Tons |

**Pricing subject to change on an annualized basis*

****3-Year Installed Warranty Offered on All Bag and Supersack Purchases****

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1123968

**Date Filed:**
02/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Blades Group LLC
Uvalde, 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.**

B24-041
Earthen Road Materials

| 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.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | HM South Texas Stabilized Sand LLC | | |
| Business Name (if different from legal name) | Heidelberg Materials | | |
| Type of Business | ☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? 40+ |
| Federal ID # or S.S. # | 46-1648323 | SAM.gov Unique Entity ID # | 96-734-2197 |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | ✓ No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | 300 East John Carpenter Freeway | | |
| City/State/Zip | Irving Texas 75062 | | |
| Physical Address | 300 East John Carpenter Freeway | | |
| City/State/Zip | Irvine Texas 75062 | | |
| Phone Number | 346-242-9136 | | |
| E-mail | dustin.roberts@heidelbergmaterials.com | | |
| Contact Person | Dustin Roberts | | |

| Check all that apply to the company listed above and provide certification number. | | | Cert Date | Exp Date |
|---|---|---|---|---|
| | DBE-Disadvantaged Business Enterprise ☐ | Certification # _____ | | |
| | SBE-Small Business Enterprise ☐ | Certification # _____ | | |
| | HUB-Texas Historically Underutilized Business ☐ | Certification # _____ | | |
| | WBE-Women's Business Enterprise ☐ | Certification # _____ | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| | <$500,000 ✓ | $500,000-$4,999,999 ___ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ___ | >$22,400,000 ___ |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | |
| Signature of Authorized Representative | Dustin Roberts |
| Printed Name | Dustin Roberts |
| Title | Sales Representative |
| Date | 2-28-2024 |

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

***Fort Bend County, Texas***
***Invitation for Bid***

***Term Contract for Purchase and Hauling Earthen Road Materials***
***BID 24-041***

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: 

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: NR

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: DR

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: NR

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: _____

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: _____

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: DS

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: _____

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: DR

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: ____

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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

Initials of Bidder: _____

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: DR

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: DE

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: _____

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: DR

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: _____

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

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## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: DR

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 2024, 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 HM South Texas Stabilized Sand LLC (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

**By:** _____
**Signature of Contractor**

**By:** Dustin Roberts Sales Representative
**Printed Name and Title**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HM South Texas Stabilized Sand LLC (Formerly Gulf Coast Stabilized Materials LLC)

**2** Business name/disregarded entity name, if different from above
Trade Name: Heidelberg Materials

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

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

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

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

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.
300 East John Carpenter Freeway

Requester's name and address (optional)

**6** City, state, and ZIP code
Irving, TX 75062

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

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 6 | – | 1 | 6 | 4 | 8 | 3 | 2 | 3 |

## 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 for Part II, later.

**Sign Here** **Signature of U.S. person ▶** S. Steadham **Date ▶** 01/01/2023

# General Instructions

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

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

## Purpose of Form

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

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

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

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

**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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: 24-041

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

Taxpayer Identification Number (T.I.N.): 46-1648323

Company Name submitting Bid/Proposal: HM South Texas Stabilized Sand LLC

Mailing Address: 300 East John Carpenter Freeway Irving Texas 75062

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

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

_____

_____

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

I certify that Heidelberg Materials is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

Created 05/12

**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:

Heidelberg Materials South Texas Stabilized Sand LLC
(Company/Contractor)

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

Contractor Signature

2-28-24
Date

Dustin Roberts
Printed Name

Sales Representative
Title

# HM South Texas Stabilized Sand, LLC
# Heidelberg Materials

## Plant Directory

| PLANT # / COUNTY | ADDRESS | Site Supervisor | PHONE # 1 | PHONE # 2 |
|---|---|---|---|---|
| **31 - Montgomery** | 12541B Sleepy Hollow Rd, Conroe, TX 77385 | Troy Wells | 281-628-3990 | 281-362-8032 |
| **32 - Harris** | 25211 Jack Rd, Hockley, TX 77447 | Jaime Cornelio Jr. | 346-246-8842 | |
| **33 - Brazoria** | 3333 Texas 332, Lake Jackson, TX 77566 | Marvin Solorzano | 281-628-3539 | |
| **34 - Fort Bend** | 3302 FM 1463, Katy, TX 77464 | Mark Mottu | 832-913-9718 | |
| **35 - Montgomery** | 20330 FM 1488, Magnolia, TX 77355 | William DeMont | 281-259-4889 | |
| **36 - Harris** | 12077 Holderrieth Rd, Tomball, TX 77375 | Nathan Reyes | 281-750-6076 | |
| **37 - Harris** | 15631 Jacinto Port Blvd, Houston, Tx 77015 | Edward Verstrepen | 281-628-3989 | |
| **38 - Harris** | 23920 Longenbaugh, Katy, 77433 | Jonathan Villarreal | 281-371-0429 | 281-371-2063 |
| **10 - Montgomery** | 13070 FM 242, Conroe, TX 77385 | Terry Hobbs | 281-628-3482 | |
| **12 - Harris** | 1910 Highlands Shores, Highlands, TX 77562 | Josh Noble | 281-844-4566 | |
| **13 - Harris** | 4304 Trent Rd, Huffman, Tx 77336 | Leroy Hall | 281-608-5895 | |
| **14 - Victoria** | 6179 1/2 State Hwy 185, Victoria, TX 77905 | Julio Reyes | 361-575-8142 | FAX:361-575-8241 |
| **15 - Harris** | 1910 Highland Shores, Highlands, TX 77562 | Josh Noble | 281-628-4777 | |
| **16 - Fort Bend** | 4825 Skinner Lane, Richmond, TX 77407 | Jaime Moreno | 281-628-5069 | 281-232-8967 |
| **20 - Montgomery** | 18410 FM 1314, Conroe, Tx 77302 | Reynaldo Velazquez | 346-262-6709 | |
| **21 - Montgomery** | 20917 Karen Switch Rd, Magnolia, TX 77354 | Angel Cornelio | 832-993-8737 | |
| **22 - Fort Bend** | 19239 S. Post Oak Blvd, Fresno, Tx 77545 | Dillon Cooper | 832-621-7994 | |
| **23 - Waller** | 37541 Fortbend County Rd, Brookshire, TX 77423 | James Salazar | 281-851-4532 | |
| **25 - Brazoria** | 6827 FM 2403, Alvin, TX 77511 | Oscar Garcia | 281-628-3805 | |
| **26 - Fort Bend** | 19239 S. Post Oak Blvd, Fresno, Tx 77545 | Tony Mendez | 346-379-6224 | |
| **27 - Fort Bend** | 5251 Ransom Road, Richmond, TX 77469 | Homer Burciaga | 281-725-8844 | |
| | | | | |

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:**

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: | | |
| Material removed by decantation: | 5.0% | |
| Clay lumps: | 0.5% | |
| Other deleterious substances such as Shale, Coal, etc. | 2.0% | |
| Grade Retainage: | | |
| 3/8 inch screen | 0% | |
| 1/4 inch screen | 0-5% | |
| 20 mesh screen | 15-50% | |
| 100 mesh screen | 80-100% | |
| Plant/Pit/Siding | | 28.00 |
| Plant to Jobsite-1st mile | | 2.25 |
| Each add'l mile | | 2.00 |
| Laydown | | |
| Plant Location/s | | Attached |
| Per 1/2 sack cement | | 3.00 |
| Minimum Order | | 12 tons |

**VENDOR NAME:**

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | 49.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Laydown | |
| Plant Location/s 16910 Katy Hockley Rd Hockley Tx 77447 | |
| Minimum Order | 12 tons |



Initialso of Bidder: JR

VENDOR NAME:

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DR

**VENDOR NAME:** _____

| **Pulverizing Existing Asphalt and/or Base Road** | |
|---|---|
| This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".<br>Construction Methods:<br>■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.<br>■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.<br>■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.<br>■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.<br>■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.<br>■Pulverize existing material in-place, County to furnish support equipment.<br>Equipment:<br>■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.<br>Measurement:<br>■ Work prescribed by this item will be measured by the liner foot of roadway.<br>■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.<br>Payment and bid price:<br>■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice. | |
| **Pulverizing Only**<br>**(price per Linear Foot)** | **Unit Bid Price**<br>**(Per Linear Foot)** |
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price**<br>**(Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder: JR

**VENDOR NAME:**

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 125 |
| Plant to Jobsite-1st mile | 2.50 |
| Each add'l mile | 2.00 |
| Plant Location | Attached |
| Minimum Order | 12 yrds |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AR

**VENDOR NAME:**

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DR

**VENDOR NAME:**

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder: NR

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder: DR

VENDOR NAME:

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | Ø |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DF

**VENDOR NAME:**

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 53.55 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Plant Location/s 5251 A Ransom Rd Richmond Tx 77469 | |
| Installation | |
| Minimum Order | 12 tons |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 89.00 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Plant Location/s 5251 A Ransom Rd Richmond Tx 77469 | |
| Minimum Order | 12 tons |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 68.15 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Plant Location/s 5251 A Ransom Rd Richmond Tx 77469 | |
| Minimum Order | 12 tons |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 68.15 |
| Plant to Jobsite-1st mile | 1.00 |
| Each add'l mile | .60 |
| Plant Location/s 5251 A Ransom Rd Richmond Tx 77469 | |
| Minimum Order | 12 tons |



Initialso of Bidder: DR

**VENDOR NAME:**

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | Ø |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 205.00 per ton delivered |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | 25 Tons |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | Ø |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: DR

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1135011

**Date Filed:**
03/15/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Heidelberg Materials South Texas Stabilized Sand LLC (Formally Gulf Coast Stabilized Materials LLC)
Richmond, 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.**

B24-041
Earthen Road Materials

| 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.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | James Construction Group, LLC. | | |
| Business Name (if different from legal name) | | | |
| Type of Business | [X] Corporation/LLC [ ] Partnership<br>[ ] Sole Proprietor/Individual [ ] Tax Exempt | Age in Business? 25 | |
| Federal ID # or S.S. # | 38-3424695 | SAM.gov Unique Entity ID # | LEPKRQE7SQQ5 |
| SAM.gov CAGE / NCAGE | 1HXS2 | | |
| Publicly Traded Business | ___ No X Yes Ticker Symbol PRIM | | |
| Remittance Address | 222 Pennbright Drive, Suite 230 | | |
| City/State/Zip | Houston, Texas 77090 | | |
| Physical Address | 222 Pennbright Drive, Suite 230 | | |
| City/State/Zip | Houston, Texas 77090 | | |
| Phone Number | (281) 350-3500 | | |
| E-mail | estimating.texas@prim.com | | |
| Contact Person | Eric Suarez | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise [ ]<br>SBE-Small Business Enterprise [ ]<br>HUB-Texas Historically Underutilized Business [ ]<br>WBE-Women's Business Enterprise [ ] | **Certification #** ____<br>**Certification #** ____<br>**Certification #** ____<br>**Certification #** ____ | Cert Date / Exp Date |
| Company's gross annual receipts | <$500,000 ____ | $500,000-$4,999,999 ____ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ____ | >$22,400,000 X |
| NAICs codes (Please enter all that apply) | 237310 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Brian Beetle | | |
| Title | President | | |
| Date | 03/04/2024 | | |

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

*Fort Bend County, Texas*
*Invitation for Bid*

# *Term Contract for Purchase and Hauling Earthen Road Materials*
# *BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: BB

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: BB

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

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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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: BB

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: BB

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: BB

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: BB

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: BB

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: BB

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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

Initials of Bidder: BB

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

Initials of Bidder: BB

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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: BB

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: BB

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: BB

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: BB

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: BB

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: BB

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: BB

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 James Construction Group, LLC. (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

**By:**
**Signature of Contractor**

**By:** Brian Beetle - President
**Printed Name and Title**

# COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

February 19, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 24-041 – Term Contract for Purchase and Hauling Earthen Road Materials

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Field Sand item on bid pricing form.

**********

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

James Construction Group, LLC.
Company Name

Signature of person receiving addendum

03/04/2024
Date

Brian Beetle - President

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
James Construction Group, LLC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
222 Pennbright Drive, Suite 230

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, Texas 77090

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

**or**

**Employer identification number**
3 8 - 3 4 2 4 6 9 5

## 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.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 03/04/2024

## 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*.

### 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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: B24-041

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

Taxpayer Identification Number (T.I.N.): 38-3424695

Company Name submitting Bid/Proposal: James Construction Group, LLC.

Mailing Address: 222 Pennbright Drive, Suite 230 Houston, Texas 77090

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

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

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| | PLEASE SEE ATTACHED |
| | |
| | PLEASE SEE ATTACHED |
| | |

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

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

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

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

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

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

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

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

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

James Construction Group, LLC.
(Company/Contractor)

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

Contractor Signature

03/04/2024
Date

Brian Beetle
Printed Name

President
Title

# FORT BEND COUNTY TAX OFFICE
## INQUIRY AND PAYMENT SYSTEM

### Your Search Results

Shopping Cart

Begin a New Search  Go to Your Portfolio

**The following is the result of your Owner Name search for "JAMES CONSTRUCTION GROUP, LLC"**

There are 9 matches.

[print version]

When first displayed, the results below are sorted by Owner Name. To sort by another Account Number, Property Site Address, Legal Description, or CAD Reference, click the underlined column heading having that label. (For example, to sort the results by Account Number, click that column heading.)

To print this page, click **print version** above. This will display the information in a more printer-friendly font.

**To view the full record or to make a payment, click on the desired account number.**

| Cart | Account Number | Owner's Name & Address | Property Site Address | Legal Description | CAD Reference No. |
|---|---|---|---|---|---|
| | 0391000080289901 | JAMES CONSTRUCTION GROUP LLC<br>C/O PRIMORIS SERVICES CORP<br>26000 COMMERCENTRE DR<br>LAKE FOREST, CA<br>92630-8816 | 6130 FM 2218 RD | 0391 G SCHLEY, TRACT A, ACRES 2.7235 | R228737 |
| | 0083000000090901 | JAMES CONSTRUCTION GROUP LLC<br>C/O TAX DEPARTMENT<br>PO BOX 90022<br>BATON ROUGE, LA<br>70879-9022 | 939 HIGHWAY 36 | 0083 HY SCOTT, TRACT 9, ACRES 5.874 | R38855 |
| | 0083000000092901 | JAMES CONSTRUCTION GROUP LLC<br>C/O TAX DEPARTMENT<br>PO BOX 90022<br>BATON ROUGE, LA<br>70879-9022 | 939 HIGHWAY 36 | 0083 HY SCOTT, TRACT 9 (PT), ACRES 1.126 | R134487 |

| Cart | Account Number | Owner's Name & Address | Property Site Address | Legal Description | CAD Reference No. |
|---|---|---|---|---|---|
| | 0083000000191901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 939 HIGHWAY 36 | 0083 HY SCOTT, ACRES .567 | R38867 |
| | 0083000001580901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 939 HIGHWAY 36 | 0083 HY SCOTT, TRACT 158, ACRES 84.7669 | R39072 |
| | 0083000001581901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 939 HIGHWAY 36 | 0083 HY SCOTT, TRACT 158, ACRES 12.327 | R134495 |
| | 0391000080291901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 6130 FM 2218 RD | 0391 G SCHLEY, ACRES 4.3683 | R407929 |
| | 0391000080330901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 6022 FM 2218 RD | 0391 G SCHLEY, TRACT 33, ACRES 0.4748, SEC 8 | R46829 |
| | 0131000090126901 | JAMES CONSTRUCTION GROUP LLC C/O TAX DEPARTMENT PO BOX 90022 BATON ROUGE, LA 70879-9022 | 6130 FM 2218 RD | 0131 BBB AND C RY, ACRES 8.0169, PART OF A 12.396 AC TRACT, NOT IN PLEAK | R407928 |

Terms of Use Privacy Policy

FORT BEND COUNTY TAX OFFICE
1317 EUGENE HEIMANN CIRCLE
RICHMOND, TEXAS 77469-3623
(281) 341-3710

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**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** JAMES CONSTRUCTION

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 80.00 |
| Plant to Jobsite-1st mile | $ 5.75 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 22.00 |
| Plant Location/s | ROSENBERG/HOCKLEY |
| Minimum Order | 800 TONS |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 69.00 |
| Plant to Jobsite-1st mile | $ 5.75 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 22.00 |
| Plant Location/s | ROSENBERG/HOCKLEY |
| Minimum Order | 800 TONS |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: | |
| Material removed by decantation: 5.0% | |
| Clay lumps: 0.5% | |
| Other deleterious substances such as Shale, Coal, etc. 2.0% | |
| Grade Retainage: | |
| 3/8 inch screen 0% | |
| 1/4 inch screen 0-5% | |
| 20 mesh screen 15-50% | |
| 100 mesh screen 80-100% | |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Per 1/2 sack cement | - |
| Minimum Order | - |

**VENDOR NAME:** JAMES CONSTRUCTION

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

VENDOR NAME: JAMES CONSTRUCTION

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 85.00 |
| Plant to Jobsite-1st mile | $ 5.75 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 22.00 |
| Plant Location/s | ROSENBERG/HOCKLEY |
| Minimum Order | 800 TONS |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 75.00 |
| Plant to Jobsite-1st mile | $ 5.75 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 22.00 |
| Plant Location/s | ROSENBERG/HOCKLEY |
| Minimum Order | 800 TONS |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

**VENDOR NAME:** JAMES CONSTRUCTION

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | $ 6.00 |
| Up to a depth of 4" | $ 10.00 |
| Up to a depth of 6" | $ 14.00 |
| Up to a depth of 8" | $ 18.00 |
| Up to a depth of 10" | $ 22.00 |
| Up to a depth of 12" | $ 26.00 |
| Up to a depth of 14" | $ 30.00 |
| Pulverizing Existing Materials In-Place per Linear Foot | $ 7.00 |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | $50/Load |
| Transported by contractor's vehicles | $10/Load |



Initialso of Bidder: BB

VENDOR NAME: JAMES CONSTRUCTION

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location | - |
| Minimum Order | - |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

**VENDOR NAME:** JAMES CONSTRUCTION

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location | - |
| Minimum Order | - |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

VENDOR NAME: JAMES CONSTRUCTION

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder: BB

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | - | - | - |
| 35% Dry solids | - | - | - |
| 46% Dry solids | - | - | - |



Initialso of Bidder: BB

VENDOR NAME: JAMES CONSTRUCTION

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | - |
| Plant Location/s | - |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 96.00 |
| Plant to Jobsite-1st mile | $ 5.75 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | ROSENBERG/HOCKLEY |
| Minimum Order | 800 TONS |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

**VENDOR NAME:**

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Installation | - |
| Minimum Order | - |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Plant Location/s | - |
| Minimum Order | - |



Initialso of Bidder: BB

**VENDOR NAME:** JAMES CONSTRUCTION

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | - |
| Plant to Jobsite-1st mile | | - |
| Each add'l mile | | - |
| Plant Location/s & Phone Number | | - |
| Minimum Order | | - |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| Minimum Order | - |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | - |
| Plant to Jobsite-1st mile | - |
| Each add'l mile | - |
| Laydown | - |
| Plant Location/s | - |
| Minimum Order | - |
| Minimum Order | - |



Initialso of Bidder: BB

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1129627

**Date Filed:**
02/29/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

James Construction Group, 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.**

B24-041
Earthen Road Materials

| 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.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | Lhoist North America of Texas, LLC | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☐ Corporation/LLC ☐ Partnership<br>☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? |
| Federal ID # or S.S. # | 75-2405810 | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | 5274 Paysphere Cir | | |
| City/State/Zip | Chicago, IL 60674 | | |
| Physical Address | 5600 Clearfork Main, Ste 300 | | |
| City/State/Zip | Fort Worth, TX 76109 | | |
| Phone Number | 817-806-1614 | | |
| E-mail | nikki.poe@lhoist.com | | |
| Contact Person | Nikki Poe | | |

| Check all that apply to the company listed above and provide certification number. | | | Cert Date | Exp Date |
|---|---|---|---|---|
| | DBE-Disadvantaged Business Enterprise ☐ | **Certification #** _____ | | |
| | SBE-Small Business Enterprise ☐ | **Certification #** _____ | | |
| | HUB-Texas Historically Underutilized Business ☐ | **Certification #** _____ | | |
| | WBE-Women's Business Enterprise ☐ | **Certification #** _____ | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 _____ | $500,000-$4,999,999 _____ | | |
| $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 _____ | >$22,400,000 _____ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | |
| Signature of Authorized Representative | *Pablo Davila* |
| Printed Name | Pablo Davila |
| Title | Sales Manager |
| Date | February 28,2024 |

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

***Fort Bend County, Texas***
***Invitation for Bid***

***Term Contract for Purchase and Hauling Earthen Road Materials***
***BID 24-041***

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: JB

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: JB

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: 

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: 

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: JB

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder: 

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: JB

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: JB

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: GB

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: 

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: JB

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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: _____

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: _____

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: 

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: JB

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: JB

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: 

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: GB

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Lhoist North America of Texas, LLC (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By: John Beatty
**Signature of Contractor**

By: John Beatty - Commercial Sales Director - Sales & Marketing
**Printed Name and Title**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

**Lhoist North America of Texas, LLC**

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

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

**5600 Clearfork Main Street, Ste. 300**

Requester's name and address (optional)

6 City, state, and ZIP code

**Fort Worth, Texas 76109**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 5 | – | 2 | 4 | 0 | 5 | 8 | 1 | 0 |

## 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 for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** Virginia V. Jurin | **Date ▶** 1/2/2024

# General Instructions

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

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

## Purpose of Form

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

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

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

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

**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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: **B24-041**

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

Taxpayer Identification Number (T.I.N.): 75-2405810

Company Name submitting Bid/Proposal: Lhoist North America of Texas, LLC

Mailing Address: 5600 Clearfork Main, Ste. 300 Fort Worth, TX 76109

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

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

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

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

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

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

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

Yes If yes, attach a separate page explaining the debt.

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

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

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

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

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

**Lhoist North America of Texas, LLC**

(Company/Contractor)

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

John Beatty

Contractor Signature

**February 29, 2024**

Date

**John Beatty**

Printed Name

**Commercial Sales Director, Texas Region**

Title

**Note from Bidder**

- Terms and Conditions will be negotiated upon award
- COI will be issued upon award

Lhoist

Dear Valued Customer,

In April of 2022 Lhoist introduced a fluctuating fuel surcharge per the Standard Terms and Conditions listed on our quotes. This fuel surcharge is based on the U.S. Energy Information Administration's table for U.S. On-Highway Diesel Prices, U.S. (https://www.eia.gov/petroleum/gasdiesel/). The published price on the 3rd Monday of the current month will determine the fuel surcharge calculation for the following month. For every $0.20 increase in On-Highway Diesel Fuel Price above $2.50 per gallon, Lhoist will impose a $0.75 per ton of lime fuel surcharge. If and when the referenced On-Highway Diesel Fuel Price falls below $2.50 per gallon, Lhoist will discontinue the fuel surcharge. This will apply to all existing work as well as previously received quotes for work that has not commenced.

We remain committed to servicing our customers and working together. We look forward to continuing to serve you as your supplier. Please contact your sales representative if you have any questions.

Ryan Ortberg
VP/GM LNA Texas

Lhoist North America
5600 Clearfork Main Suite - Suite 300
Ft. Worth, Texas 76109

# Texas R&C FSC Table

**US On-Highway Diesel Fuel Prices**

An average, based on the data published on the 3rd Monday of the current month for our Fuel Surcharge calculation effective for the next month based on the U.S. Department of Energy's National Average. For every 20 cent move above $2.50/gallon, LNA will impose a $0.75/t fuel surcharge to all shipments.

**Site : https://www.eia.gov/petroleum/gasdiesel/**

| | | |
|---|---|---|
| **March 21st On-Highway Diesel** | $ | 5.13 |
| **Resulting Lime FSC** | $ | 10.50 |

| On-Highway Diesel Fuel ($/g) | | | | $/t Lime Surcharge |
|---|---|---|---|---|
| $ 2.51 | Through | $ 2.70 | | $ 0.75 |
| $ 2.71 | Through | $ 2.90 | | $ 1.50 |
| $ 2.91 | Through | $ 3.10 | | $ 2.25 |
| $ 3.11 | Through | $ 3.30 | | $ 3.00 |
| $ 3.31 | Through | $ 3.50 | | $ 3.75 |
| $ 3.51 | Through | $ 3.70 | | $ 4.50 |
| $ 3.71 | Through | $ 3.90 | | $ 5.25 |
| $ 3.91 | Through | $ 4.10 | | $ 6.00 |
| $ 4.11 | Through | $ 4.30 | | $ 6.75 |
| $ 4.31 | Through | $ 4.50 | | $ 7.50 |
| $ 4.51 | Through | $ 4.70 | | $ 8.25 |
| $ 4.71 | Through | $ 4.90 | | $ 9.00 |
| $ 4.91 | Through | $ 5.10 | | $ 9.75 |
| $ 5.11 | Through | $ 5.30 | | $ 10.50 |
| $ 5.31 | Through | $ 5.50 | | $ 11.25 |
| $ 5.51 | Through | $ 5.70 | | $ 12.00 |
| $ 5.71 | Through | $ 5.90 | | $ 12.75 |
| $ 5.91 | Through | $ 6.10 | | $ 13.50 |
| $ 6.11 | Through | $ 6.30 | | $ 14.25 |
| $ 6.31 | Through | $ 6.50 | | $ 15.00 |
| $ 6.51 | Through | $ 6.70 | | $ 15.75 |
| $ 6.71 | Through | $ 6.90 | | $ 16.50 |
| $ 6.91 | Through | $ 7.10 | | $ 17.25 |
| $ 7.11 | Through | $ 7.30 | | $ 18.00 |
| $ 7.31 | Through | $ 7.50 | | $ 18.75 |
| $ 7.51 | Through | $ 7.70 | | $ 19.50 |

# Fort Bend County Pricing Form
## Bid 24-041
## Term Contract for Earthen Road Materials

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** Lhoist North America of Texas

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Per 1/2 sack cement | NO BID |
| Minimum Order | NO BID |

**VENDOR NAME:**

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |



Initialso of Bidder: GB

| | |
|---|---|
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | |



Initialso of Bidder: JB

**VENDOR NAME:**

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |



Initialso of Bidder: JB

| | |
|---|---|
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:** _____

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | NO BID |
| Up to a depth of 4" | NO BID |
| Up to a depth of 6" | NO BID |
| Up to a depth of 8" | NO BID |
| Up to a depth of 10" | NO BID |
| Up to a depth of 12" | NO BID |
| Up to a depth of 14" | NO BID |
| Pulverizing Existing Materials In-Place per Linear Foot | NO BID |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | NO BID |
| Transported by contractor's vehicles | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:**

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location | NO BID |
| Minimum Order | NO BID |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:**

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location | NO BID |
| Minimum Order | NO BID |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:**

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min. Grade S-no limits |



Initialso of Bidder: JB

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | NO BID | | |
| 35% Dry solids | $ 325.00 | Quoted price is for | N/A |
| 46% Dry solids | NO BID | | |



Initialso of Bidder: JB

**VENDOR NAME:** Lhoist North America of Texas

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | charge; if spreader bar is requ |
| Plant Location/s | APG Ln, New Braunfels, TX 7 |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:**

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Installation | NO BID |
| Minimum Order | NO BID |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: JB

**VENDOR NAME:**

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | NO BID |
| Plant to Jobsite-1st mile | | NO BID |
| Each add'l mile | | NO BID |
| Plant Location/s & Phone Number | | NO BID |
| Minimum Order | | NO BID |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| Minimum Order | NO BID |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NO BID |
| Plant to Jobsite-1st mile | NO BID |
| Each add'l mile | NO BID |
| Laydown | NO BID |
| Plant Location/s | NO BID |
| Minimum Order | NO BID |
| Minimum Order | NO BID |



Initialso of Bidder: 

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1134582

**Date Filed:**
03/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lhoist North America of Texas LLC
Fort Worth, 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.**

B24-041
Earthen Road Materials

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Niemann, Phillip | Fort Worth, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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

# Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | Martin Marietta Materials | | |
| Business Name (if different from legal name) | Martin Marietta Materials | | |
| Type of Business | ☑ Corporation/LLC ☐ Partnership<br>☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? 30 |
| Federal ID # or S.S. # | | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | ___ No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | PO Box 677061 | | |
| City/State/Zip | Dallas TX 75267 | | |
| Physical Address | 4123 Parklake Ave | | |
| City/State/Zip | Raleigh NC 27612 | | |
| Phone Number | | | |
| E-mail | | | |
| Contact Person | | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise ☐<br>SBE-Small Business Enterprise ☐<br>HUB-Texas Historically Underutilized Business ☐<br>WBE-Women's Business Enterprise ☐ | **Certification #** _____<br>**Certification #** _____<br>**Certification #** _____<br>**Certification #** _____ | Cert Date / Exp Date<br>_____ / _____<br>_____ / _____<br>_____ / _____<br>_____ / _____ |
| Company's gross annual receipts | <$500,000 _____ | $500,000-$4,999,999 _____ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 _____ | >$22,400,000 _____ |
| NAICs codes (Please enter all that apply) | | | |
| Signature of Authorized Representative | | | |
| Printed Name | | | |
| Title | | | |
| Date | | | |

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

*Fort Bend County, Texas*
*Invitation for Bid*

*Term Contract for Purchase and Hauling Earthen Road Materials*
*BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: AG

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

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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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: AG

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: AG

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: AG

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: AG

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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

Initials of Bidder: AG

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

Initials of Bidder: AG

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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: AG

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: AG

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: AG

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: AG

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: AG

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: AG

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: AB

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24 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 Martin Marietta Materials (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By:
**Signature of Contractor**

By: R Hunter Turner / Area Manager
**Printed Name and Title**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Martin Marietta Materials Southwest, LLC

2 Business name/disregarded entity name, if different from above
dba Martin Marietta

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
4123 Parklake Avenue

6 City, state, and ZIP code
Raleigh, NC 27612

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 5 | – | 1 | 3 | 1 | 0 | 1 | 2 | 3 |

## 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 for Part II, later.

**Sign Here** | Signature of U.S. person ▶ [signature] | Date ▶ 01/09/2024

## General Instru

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

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

## Purpose of Form

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

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

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

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Martin Marietta Materials

Mailing Address: 2218 Northpark Dr, Suite 150, Kingwood, TX 77339

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

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

_____

_____

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

I certify that Martin Marietta [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Created 05/12

**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:

Martin Marietta Materials
(Company/Contractor)

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

Austin Greene — 3/4/24

Contractor Signature — Date

Austin Greene
Printed Name

Sales Rep
Title

# ACH & Wire Information

| | |
|---|---|
| Supplier Name: | Martin Marietta |
| Current Address: | 4123 Parklake Avenue |
| City, State, Zip: | Raleigh, North Carolina 27612 |
| Supplier Contact: | Accounts Receivable |
| Supplier Contact Phone: | 919-783-4530 |
| Email Address: | Accounts.Receivable@martinmarietta.com |

| | |
|---|---|
| Bank Name: | Wells Fargo |
| Current Address: | 420 Montgomery Street |
| City, State, Zip: | San Francisco, CA 94104 |
| Bank Account Name: | Martin Marietta Materials |
| ACH Bank ABA (Routing #): | [redacted]1561 |
| Wire Bank ABA (Routing #): | [redacted]0248 |
| Bank Account #: | [redacted]2667 |

| | |
|---|---|
| Authorized Signature: | _____ |
| Name (Printed): | Jayne Giordano |
| Title: | Accounts Receivable Manager Shared Services |

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:**

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: | | |
| Material removed by decantation: | 5.0% | |
| Clay lumps: | 0.5% | |
| Other deleterious substances such as Shale, Coal, etc. | 2.0% | |
| Grade Retainage: | | |
| 3/8 inch screen | 0% | |
| 1/4 inch screen | 0-5% | |
| 20 mesh screen | 15-50% | |
| 100 mesh screen | 80-100% | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Laydown | | |
| Plant Location/s | | |
| Per 1/2 sack cement | | |
| Minimum Order | | |

VENDOR NAME:

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $35.00 |
| Plant to Jobsite-1st mile | $3.75 |
| Each add'l mile | $0.25 |
| Laydown | |
| Plant Location/s | SPO - Missouri City |
| Minimum Order | 24 tons |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 45.00 |
| Plant to Jobsite-1st mile | $ 3.75 |
| Each add'l mile | $ 0.21 |
| Laydown | |
| Plant Location/s | Black Spur Asphalt - Uvalde |
| Minimum Order | 24 tons |

| **Pre-coated Coverstone: PB-4 & PB5** (price per ton) | **Unit Bid Price** (Per Ton) |
|---|---|
| Plant/Pit/Siding | $ 45.00 |
| Plant to Jobsite-1st mile | $ 3.75 |
| Each add'l mile | $ 0.21 |
| Laydown | |
| Plant Location/s | Black Spur Asphalt - Uvalde |
| Minimum Order | 24 tons |



Initialso of Bidder:_____

VENDOR NAME:

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder:_____

VENDOR NAME:

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $85 |
| Plant to Jobsite-1st mile | $3.75 |
| Each add'l mile | $0.21 |
| Laydown | |
| Plant Location/s | Black Spur Asphalt - Uvalde |
| Minimum Order | 24 tons |



Initialso of Bidder:_____

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder:_____

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder:_____

VENDOR NAME:

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 3.75 |
| Each add'l mile | $ 0.21 |
| Plant Location/s | Black Spur Asphalt - Uvalde |
| Minimum Order | 24 tons |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 3.75 |
| Each add'l mile | $ 0.21 |
| Plant Location/s | Black Spur Asphalt - Uvalde |
| Minimum Order | 24 tons |



Initialso of Bidder:_____

VENDOR NAME: Martin Marietta Materials

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $60.00 |
| Plant to Jobsite-1st mile | $3.75 |
| Each add'l mile | $0.25 |
| Plant Location/s | Rosenberg |
| Installation | |
| Minimum Order | 24 tons |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $38.75 |
| Plant to Jobsite-1st mile | $3.75 |
| Each add'l mile | $0.25 |
| Plant Location/s | |
| Minimum Order | 24 tons |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $38.75 |
| Plant to Jobsite-1st mile | $3.75 |
| Each add'l mile | $0.25 |
| Plant Location/s | Roseneberg |
| Minimum Order | |



Initialso of Bidder:_____

VENDOR NAME:

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder:_____

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1134659

**Date Filed:**
03/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Martin Marietta Materials
Kingwood, 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.**

B24-041
Earthen Road Materials

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

**5 Check only if there is NO Interested Party.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | |
|---|---|
| Legal Company Name (top line of W9) | Anthony Prihoda |
| Business Name (if different from legal name) | D.B.A. Prihoda Gravel Company |
| Type of Business | ☐ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business? 77 years |
| Federal ID # or S.S. # | [redacted] — SAM.gov Unique Entity ID # YV9UVPAJQTX5 |
| SAM.gov CAGE / NCAGE | Not Needed |
| Publicly Traded Business | ✓ No ___ Yes Ticker Symbol _____ |
| Remittance Address | PO Box 435 |
| City/State/Zip | Altair Tx. 77412 |
| Physical Address | 5915 State Hwy 71 |
| City/State/Zip | Altair Tx 77412 |
| Phone Number | 979-234-5124 Cell 979-732-7741 |
| E-mail | Prihodagravel@gmail.com |
| Contact Person | Anthony Prihoda |

| Check all that apply to the company listed above and provide certification number. | | Cert Date | Exp Date |
|---|---|---|---|
| DBE-Disadvantaged Business Enterprise ☐ | Certification # | | |
| SBE-Small Business Enterprise ☐ | Certification # | | |
| HUB-Texas Historically Underutilized Business ☐ | Certification # | | |
| WBE-Women's Business Enterprise ☐ | Certification # | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 X | | |
| $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ___ | >$22,400,000 ___ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | 21232, 212321 |
| Signature of Authorized Representative | Anthony Prihoda |
| Printed Name | Anthony Prihoda |
| Title | Owner |
| Date | 2/15/24 |

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

***Fort Bend County, Texas***
***Invitation for Bid***

***Term Contract for Purchase and Hauling Earthen Road Materials***
***BID 24-041***

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: AP

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: AP

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: AP

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: 

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: DP

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: AP

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: AP

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 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.

Initials of Bidder: AP

## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

Initials of Bidder: AP

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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

Initials of Bidder: AP

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

Initials of Bidder: AP

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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: AP

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: AC

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: AP

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: 

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: AP

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: 

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: AP

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Prihoda Gravel Company (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By: Anthony Prihoda
**Signature of Contractor**

By: Anthony Prihoda
**Printed Name and Title**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anthony Prihoda

2 Business name/disregarded entity name, if different from above
Prihoda Gravel Co.

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
5915 State Hwy 71

Requester's name and address (optional)

6 City, state, and ZIP code
Altair Tx. 77412

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
[redacted]

**or**

**Employer identification number**
76 - 0300370

## 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 for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** Anthony Prihoda | **Date ▶** 01/03/24

# General Instructions

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

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

## Purpose of Form

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

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

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

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

**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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee[1]<br>The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

_____

_____

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

I certify that Peibody Gravel Co. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

Prihoda Gravel Co.
(Company/Contractor)

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

Anthony Prihoda — 2/15/24
Contractor Signature — Date

Anthony Prihoda
Printed Name

Owner
Title

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

VENDOR NAME: Prihoda Gravel Co.

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Per 1/2 sack cement | |
| Minimum Order | |

AP

VENDOR NAME: Prihoda Gravel Co.

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

| Processed Pit Run, approximately 5/8" Diameter (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | $ 7.75 |
| Plant to Jobsite-1st mile | 5.00 |
| Each add'l mile | 0.26 |
| Plant Location/s | Altair TX area |
| Minimum Order | No Minimum |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Pre-coated Coverstone: PB-3 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Pre-coated Coverstone: PB-4 & PB5 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

- The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.
- The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.
- After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.
- Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.
- The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.
- Pulverize existing material in-place, County to furnish support equipment.

Equipment:

- The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

- Work prescribed by this item will be measured by the liner foot of roadway.
- Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

- The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder: AR

VENDOR NAME: Prihoda Gravel Co.

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Přihoda Gravel Co.

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - - (i.e., % by wt $Ca(OH)_2$ + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min. Grade S-no limits |



Initialso of Bidder: DP

VENDOR NAME: Prihoda Gravel Co.

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.

Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.

Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.

Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".

Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder: AP

VENDOR NAME: Pribula Gravel Co.

| Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Delivered and Applied at Jobsite | |
| Plant Location/s | |

| Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| 623 Traprock Grade 3, TXDOT Item 302 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| 623 Traprock Grade 5, TXDOT Item 302 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Prihoda Gravel Co.

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | #16.25 |
| Plant to Jobsite-1st mile | 5.00 |
| Each add'l mile | 0.26 |
| Plant Location/s | Altair Tx |
| Installation | — |
| Minimum Order | — |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | 29.75 |
| Plant to Jobsite-1st mile | 5.00 |
| Each add'l mile | 0.26 |
| Plant Location/s | Altair Tx |
| Minimum Order | — |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: AP

VENDOR NAME: Pirtoda Gravel Co.

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: RP

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1134568

**Date Filed:**
03/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Prihoda Gravel Co.
Altair, 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.**

24-041
Road Materials

| 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.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | |
|---|---|
| Legal Company Name (top line of W9) | SPRINT SAND & Clay LLC |
| Business Name (if different from legal name) | |
| Type of Business | ☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business? 42 |
| Federal ID # or S.S. # | 76-0555041 — SAM.gov Unique Entity ID # NFKCCR2UKYG3 |
| SAM.gov CAGE / NCAGE | |
| Publicly Traded Business | ✓ No ___ Yes Ticker Symbol _____ |
| Remittance Address | 2141 Preston Street |
| City/State/Zip | Richmond, TX 77469 |
| Physical Address | Same As Above |
| City/State/Zip | Same As Above |
| Phone Number | 832-449-7600 |
| E-mail | KCAIN@SPRINTCOS.com |
| Contact Person | Kyle Cain |

| Check all that apply to the company listed above and provide certification number. | | Cert Date | Exp Date |
|---|---|---|---|
| DBE-Disadvantaged Business Enterprise ☐ | **Certification #** _____ | | |
| SBE-Small Business Enterprise ☐ | **Certification #** _____ | | |
| HUB-Texas Historically Underutilized Business ☐ | **Certification #** _____ | | |
| WBE-Women's Business Enterprise ☐ | **Certification #** _____ | | |

| Company's gross annual receipts | | |
|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 ___ | |
| $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ___ | >$22,400,000 ✓ |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | NAIC 212321 |
| Signature of Authorized Representative | Kyle Cain |
| Printed Name | Kyle Cain |
| Title | President |
| Date | 2-12-2024 |

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

*Fort Bend County, Texas*
*Invitation for Bid*

*Term Contract for Purchase and Hauling Earthen Road Materials*
*BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: WB

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

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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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

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## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

Initials of Bidder: WB

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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: WB

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: WB

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: WB

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: WB

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: WB

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: WB

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: WB

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 2024, 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 Sprint Sand and Clay, LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024

**Fort Bend County, Texas**

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

By: Will Barineau
**Signature of Contractor**

By: Will Barineau Project Manager
**Printed Name and Title**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sprint Sand + Clay LLC

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
2141 Preston St.

Requester's name and address (optional)

6 City, state, and ZIP code
Richmond, Tx 77469

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**
76 - 0555041

## 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.

**Sign Here** | **Signature of U.S. person ▶** [signature] **Date ▶** 2-15-24

## 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*.

### 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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: B24-041

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

Taxpayer Identification Number (T.I.N.): 76-0555041

Company Name submitting Bid/Proposal: Sprint Sand and Clay

Mailing Address: 2141 Preston St. Richmond, Tx 77469

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

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

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| R46170/R41544 | 5002 Koeblen RD, Rosenberg, Tx 77469 |
| R198946 | 26310 Fulshear Gaston RD, Richmond, Tx 77406 |
| R195035 | 26011 Fulshear Gaston RD, Richmond, Tx 77406 |
| | See attached lists for other locations |

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

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

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

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

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

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

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

I certify that Sprint Sand and Clay is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

Created 05/12

**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:

Sprint Sand and Clay, LLC
(Company/Contractor)

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

Will Barineau
Contractor Signature

02/21/2024
Date

Will Barineau
Printed Name

Project Manager
Title

**Properties List:**

Koeblen Pit
5200 Koeblen Rd.
Richmond, Tx 77498

Evergreen Pit
450 Evergreen St.
Fresno, Tx 77545

Katy Pit
26011 Fulshear Gaston Rd.
Richmond, Tx 77406

Abernathy Pit
16204 Old Richmond Rd.
Sugar Land, Tx 77498

Brookshire Pit
32500 Morton Rd.
Brookshire, Tx 77423

Franz Pit
19950 Franz Rd
Katy, Tx 77449

| **Fort Bend County Tax ID #:** | **Property Address:** |
| --- | --- |
| R138350 | 2550 FM 2977, Rosenberg, Tx 77469 |
| R30451 | 2141 Preston St, Richmond, Tx 77469 |
| R77730 | 450 Evergreen St, Rosharon, Tx 77545 |
| R30887 | 16209 Old Richmond Rd, Sugar Land, Tx 77498 |

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** Sprint Sand & Clay

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: | | |
| Material removed by decantation: | 5.0% | |
| Clay lumps: | 0.5% | |
| Other deleterious substances such as Shale, Coal, etc. | 2.0% | |
| Grade Retainage: | | |
| 3/8 inch screen | 0% | |
| 1/4 inch screen | 0-5% | |
| 20 mesh screen | 15-50% | |
| 100 mesh screen | 80-100% | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Laydown | | |
| Plant Location/s | | |
| Per 1/2 sack cement | | |
| Minimum Order | | |

VENDOR NAME: Sprint Sand & Clay

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | |
| Transported by contractor's vehicles | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | $8.50/CY |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | See attached property list |
| Minimum Order | 12 CY |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - - (i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min. Grade S-no limits |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Installation | |
| Minimum Order | |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: WB

VENDOR NAME: Sprint Sand & Clay

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: WB

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1126488

**Date Filed:**
02/21/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Sprint sand and Clay, LLC
Richmond, 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.**

B24-041
Earthen Road Materials

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Poarch, Donald | Houston, TX United States | X | |
| Swinbank, Joseph | Houston, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | Texas Materials Group, Inc. dba Texas Materials | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☑ Corporation/LLC ☐ Sole Proprietor/Individual ☐ Partnership ☐ Tax Exempt | | Age in Business? 78 |
| Federal ID # or S.S. # | 58-1401466 | SAM.gov Unique Entity ID # | 039939236 |
| SAM.gov CAGE / NCAGE | 3VJW5 | | |
| Publicly Traded Business | ___ No x Yes Ticker Symbol _____ | | |
| Remittance Address | 1320 Arrow Point Drive, Suite 600 | | |
| City/State/Zip | Cedar Park, Texas 78613 | | |
| Physical Address | 3003 Kilgore Parkway | | |
| City/State/Zip | Baytown, Texas 77523 | | |
| Phone Number | 713-292-2868 | | |
| E-mail | cestes@texasmaterials.com | | |
| Contact Person | Texas Materials Group, Inc. | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise ☐<br>SBE-Small Business Enterprise ☐<br>HUB-Texas Historically Underutilized Business ☐<br>WBE-Women's Business Enterprise ☐ | **Certification #** _____<br>**Certification #** _____<br>**Certification #** _____<br>**Certification #** _____ | Cert Date<br>Exp Date |
| Company's gross annual receipts | <$500,000 _____ | $500,000-$4,999,999 _____ | |
| | $5,000,000-$16,999,999 _____ | $17,000,000-$22,399,999 _____ | >$22,400,000 x |
| NAICs codes (Please enter all that apply) | 324121 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Phillip King | | |
| Title | Key Account Manager | | |
| Date | 2/12/2024 | | |

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

*Fort Bend County, Texas*
*Invitation for Bid*

*Term Contract for Purchase and Hauling Earthen Road Materials*
*BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: 

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: 

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

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## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: 

| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: 

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

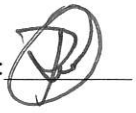
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide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

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

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.

Initials of Bidder: 

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: 

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: _____

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: 

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

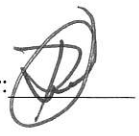
20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: 

## Contract Sheet
## Bid 24-041

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Texas Materials Group, Inc. dba Texas Materials (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By:
**Signature of Contractor**

By: Phillip King, Key Account Manager
**Printed Name and Title**

# COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

February 19, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 24-041 – Term Contract for Purchase and Hauling Earthen Road Materials

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Field Sand item on bid pricing form.

**********

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

Texas Materials Group, Inc.
Company Name

Signature of person receiving addendum

2.19.2024
Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Texas Materials Group, Inc.

2 Business name/disregarded entity name, if different from above
DBA Texas Materials

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
Texas Materials Group, Inc. dba Texas Materials

Requester's name and address (optional)

6 City, state, and ZIP code
3003 Kilgore Pkwy., Baytown, TX 77523

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
___ - ___ - ____

**or**

**Employer identification number**
5 8 - 1 4 0 1 4 6 6

## 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.

**Sign Here** | **Signature of U.S. person ▶** [signature] **Date ▶** 3-01-2024

## 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*.

### 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)(iii). 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[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* 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 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[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **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[4] |
| 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 |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

Job No.: 24-01

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

Taxpayer Identification Number (T.I.N.): 58-1401466

Company Name submitting Bid/Proposal: Texas Materials Group, Inc. dba Texas Materials

Mailing Address: 3003 Kilgore Pkwy., Baytown, TX 77523

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

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

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

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

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

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

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

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

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

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

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

I certify that Texas Materials Group, Inc. dba Texas Materials [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

Texas Materials Group, Inc. dba Texas Materials

(Company/Contractor)

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

Contractor Signature

2/12/2024

Date

Phillip King

Printed Name

Key Account Manager

Title

GULF COAST
A CRH COMPANY

# Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

| | |
|---|---|
| Manufacturer's Name<br>Texas Materials Group, Inc. dba Gulf Coast | Emergency Telephone Number<br>Bob Campbell, Operations Manager<br>(281) 960-6590 |
| **Identity:** Hot Asphaltic Concrete<br>Type D, Type C, Black Base | **Date Revised:**<br>June 26, 2018 |
| Plant #2: 5303 Navigation Blvd.<br>Houston, Texas 77011 | Plant #40: 2682 Wald Road<br>New Braunfels, Texas 78132 |
| Plant #3: 27734 Hwy Blvd.<br>Katy, Texas 77494 | Plant #41: 21303 FM-2252<br>San Antonio, Texas 78266 |
| Plant #6: 9519 Old Galveston Road<br>Houston, Texas 77034 | Plant #42: 4901 South US 281<br>Burnet, Texas 78611 |
| Plant #8: 15409 Old Humble Road<br>Humble, Texas 77347 | Plant #44: 850 Solms Quarry Road<br>New Braunfels, Texas 78132 |
| Plant #9: 11913 FM-529<br>Houston, Texas 77041 | Plant #50: 102 East Ruethinger Road<br>Laredo, Texas 78045 |
| Plant #11: 5730 Old Alvin Road<br>Rosharon, Texas 77583 | Plant #51: 3077 South Highway 37<br>Three Rivers, Texas 78071 |
| Plant #13: 9514 FM 379<br>Navasota, Texas 77868 | |

## Section II - Hazard Ingredients/Identity Information

| Hazardous Components (Specific Chemical Identity; Common Name(s)) | OSHA PEL | ACGIH TLV | Other Limits Recommended | %(optional) |
|---|---|---|---|---|
| PG64-22 Paving Asphalt / Petroleum Asphalt | 5mg/M3 | 5mg/M3 | | 5 |
| Aggregates: Sand, Gem Sand and Limestone Mixture | | | | |

## Section III – Physical/Chemical Characteristics

| | | | |
|---|---|---|---|
| Boiling Point<br>Greater than | 900° F | Specific Gravity ($H_2O$ = 1) | 2.0 – 2.5 |
| Vapor Pressure (mm Hg.)<br>Less than | 1 | Melting Point | 400° F – 425° F |
| Vapor Density (AIR = 1) | N/A | Evaporation Rate<br>(Butyl Acetate = 1) | 1 |
| Solubility in Water<br>Negligible | | | |

| Appearance and Odor |
|---|
| Black Granular – Petroleum Odor |

## Section IV - Fire and Explosion Hazard Data

| Flash Point (Method Used) | Flammable Limits | LEL | UEL |
|---|---|---|---|
| C.O.C. 450° F Minimum | Unknown | N/A | N/A |

| Extinguishing Media |
|---|
| Foam, CO2, Steam or dry powder |

| Special Fire Fighting Procedures |
|---|
| Do not use streams of water as it may cause fire to spread. |

| Unusual Fire and Explosion Hazards |
|---|
| Do not heat above flashpoint. Petroleum asphalt vapors can explode when concentrated in an enclosed environment with an ignition source. |

## Section V – Reactivity Data

| Stability | | | Conditions to Avoid |
|---|---|---|---|
| | Unstable | | Avoid contact with strong oxidizing agents and fluorine. |
| | Stable | X | |

| Incompatibility *(Materials to Avoid)* |
|---|
| Strong oxidizers may react with hydrocarbons. Contact with fluorine may cause burning. |

| Hazardous Decomposition or Byproducts |
|---|
| Carbon Monoxide and Carbon Dioxide |

| Hazardous Polymerization | | | Conditions to Avoid |
|---|---|---|---|
| | May Occur | | N/A |
| | Will Not Occur | X | |

## Section VI – Health Hazard Data

| Route(s) of Entry: | Inhalation? | Skin? | Ingestion? |
|---|---|---|---|
| | Yes | Yes | N/A |

| Health Hazards *(Acute and Chronic)* |
|---|
| Vapors from heated asphalt may produce pulmonary irritation, nausea or dizziness. |
| Prolonged contact with skin may cause dermatitis. Contact of molten asphalt with skin can cause burns. |

| Carcinogenicity: | NTP? | IARC Monographs? | OSHA Regulated? |
|---|---|---|---|
| | No | No | No |

| Signs and Symptoms of Exposure |
|---|
| Prolonged or repeated contact with skin may cause allergic skin reaction. |

| Medical Conditions Generally Aggravated by Exposure |
|---|
| Existing abnormal conditions of the skin or respiratory system may be aggravated. |
| **Emergency and First Aid Procedures** |
| If molten asphalt contacts skin, plunge part into water. Do not attempt to pull asphalt off. Remove with oil dissolving skin cleaner. |

## Section VII - Precautions for Safe Handling and Use

| Steps to Be Taken in Case Material is Released or Spilled |
|---|
| Avoid contact while molten. |
| **Waste Disposal Method** |
| Scoop up and place in open containers. Waste should be disposed of according to all applicable Federal, State, and Local regulations. |
| **Precautions to Be taken in Handling and Storing** |
| Workers should station themselves on the windward side of the asphalt emissions when possible. |
| **Other Precautions** |
| N/A |

## Section VIII - Control Measures

| **Respiratory Protection** *(Specify Type)* | | |
|---|---|---|
| Not normally necessary. If conditions warrant utilize an NIOSH/MSHA approved respirator. | | |
| **Ventilation** | **Local Exhaust**<br>Yes | **Special**<br>N/A |
| | **Mechanical** *(General)*<br>N/A | **Other**<br>N/A |
| **Protective Gloves**<br>Wear heavy gloves when molten. | **Eye Protection**<br>Wear face shield while molten. | |
| **Other Protective Clothing or Equipment**<br>Wear apron while pouring molten. | | |
| **Work/Hygienic Practices**<br>Wash hands before eating, drinking, or smoking. | | |

GULF COAST

A CRH COMPANY

# SAFETY DATA SHEET

Effective Date: 02/15/2017

## Crushed Concrete

### SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

| Product Name: | Formula: |
|---|---|
| Crushed Concrete | Mixture |

**Synonyms/Common Names:**
Recycled Hardened Concrete, Recycled Crushed Concrete

| Manufacturer/Contact Info: | General Phone Number: |
|---|---|
| Gulf Coast<br>3003 Kilgore Parkway<br>Baytown, TX 77523 | 281.421.2521 (8-5 PST, M-F) |
| | **Emergency Phone Number:**<br>713.504.0387 |

### SECTION 2. COMPOSITION INFORMATION ON INGREDIENTS

| Hazardous Components | CAS No. | % by Weight |
|---|---|---|
| Aggregate (limestone, granite, sand and gravel, etc.)*<br>*Composition varies naturally-typically contains quartz (crystalline silica) | Mixture<br>14808-60-7 | 60-95<br>>1 |
| Hydrated Portland Cement | 65997-15-1 | 3-40 |

### SECTION 3. HAZARDS IDENTIFICATION

**EMERGENCY OVERVIEW**

**WARNING**
Dust irritates the eyes, skin and respiratory tract. Wet material may be slightly caustic and cause irritation or injury. Avoid breathing excessive dust. Breathing silica-containing dust for prolonged periods in the workplace can cause lung damage and a lung disease called silicosis. Several scientific organizations have classified crystalline silica as causing lung cancer in humans. Silicosis or lung cancer can result in permanent injury or death.

**POTENTIAL HEALTH EFFECTS**

**Primary Routes of Exposure:**
Eyes, skin, inhalation

**Eye Contact:**
Dust particles can scratch the eye causing tearing, redness, a stinging or burning feeling, or swelling of the eyes with blurred vision. Wet material may be slightly caustic and cause irritation or injury. Effects may become more serious with repeated or prolonged contact.

**Skin Contact:**
Dust particles can scratch and irritate the skin with redness, an itching or burning feeling, swelling of the skin, and/or rash. Wet material may be slightly caustic and cause irritation, and may cause contact dermatitis, with symptoms that may include (but are not limited to) reddening, irritation and rash. Effects may become more serious with repeated or prolonged contact.

**Skin Absorption:**
Not expected to be a significant exposure route following short-term exposure.

**Inhalation:**
Dusts from hardened product may irritate the mouth, nose, throat and lungs. Coughing sneezing and shortness of breath may occur.

**Ingestion:**
Wet material is slightly caustic and causes tissue irritation. Ingestion of large amounts may cause gastrointestinal irritation including nausea, vomiting and diarrhea and blockage.

**Effects Following Prolonged or Repeated Exposure:**
If product is subjected to mechanical forces (such as demolition work) which generates dust particles, exposure to respirable crystalline silica-containing dust is possible. Exposure to high levels of respirable crystalline silica is associated with silicosis, lung cancer, and autoimmune disorders. For additional information, see Section 11.

## POTENTIAL HEALTH EFFECTS

**Carcinogenicity:**
Crystalline silica has been listed as a carcinogen by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and/or the Occupational Safety and Health Administration (OSHA). For additional information, see Section 11.

**Signs and Symptoms of Exposure:**
Symptoms of silicosis may include (but are not limited to) shortness of breath, difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure.

**Medical Conditions Aggravated by Exposure:**
Pre-existing medical conditions that may be aggravated by exposure include disorders of the eye, skin and lung including asthma and other breathing disorders. If addicted to tobacco, smoking will impair the ability of the lungs to clear themselves of dust.

## SECTION 4. FIRST AID MEASURES

**Eyes:**
Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Beyond flushing, do not attempt to remove material from the eye(s). Get immediate medical attention.

**Skin:**
Wash affected areas thoroughly with mild soap and fresh water. Remove and wash contaminated clothing.Contact a physician if irritation persists or later develops. Burns should be treated as caustic burns.

**Inhalation:**
For dried product dust inhalation, remove person to fresh air. Dust in throat and nasal passages should clear spontaneous. Contact a physician if irritation persists or later develops.

**Ingestion:**
If person is conscious, do not induce vomiting. Give large quantity of water and get immediate medical attention. Never attempt to make an unconscious person drink.

**Notes to Physician:**
Not all individuals with silicosis will exhibit symptoms of the disease. However, silicosis can be progressive, and symptoms can appear at any time, even years after exposures have ceased. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

## SECTION 5. FIREFIGHTING MEASURES

**Flash Point (Method Used):**
Not applicable

**Flammable Limits:**
LEL: Not applicable UEL: Not applicable

**Autoignition Temperature:**
Not applicable

**Extinguishing Media:**
The presence of this material in a fire does not hinder the use of any standard extinguishing medium. Use extinguishing medium for surrounding fire.

**Special Firefighting Procedures:**
None

**Unusual Fire and Explosion Hazards:**
Contact (dust) with powerful oxidizing agents may cause fire and/or explosions (see Section 10 of MSDS).

## SECTION 6. ACCIDENTAL RELEASE MEASURES

**Precautions if Material is Spilled or Released:**
Persons involved in cleanup processes should first observe precautions (as appropriate) identified in Section 8 of this MSDS. Spilled material, where dust is generated, may overexpose cleanup personnel to respirable crystalline silica-containing dust. Do not dry sweep or use compressed air for clean-up. Wetting of spilled material and/or use of respiratory protective equipment may be necessary. Prevent spilled materials from entering streams, drains, or sewers.

**Waste Disposal Methods:**
Crushed concrete can be disposed of as common waste. Dispose of waste materials in accordance with applicable federal, state and local laws and regulations.

**Environmental Precautions:**
Not applicable

## SECTION 7. HANDLING AND STORAGE

**Storage:**
Do not store near food and beverages or smoking materials.

**Handling:**
Respirable crystalline silica-containing dust may be generated during processing, handling, and storage. Use personal protection and controls identified in Section 8 of this MSDS as appropriate.
**MANUFACTURED SAND MADE FROM THIS PRODUCT MUST NOT BE USED AS AN ABRASIVE BLASTING AGENT.**

## SECTION 8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Legend:
NE = Not Established; PEL = Permissible Exposure Limit; TLV = Threshold Limit Value; REL = Recommended Exposure Limit; OSHA = Occupational Safety and Health Administration; MSHA = Mine Safety and Health Administration; NIOSH = National Institute for Occupational Safety and Health; ACGIH = American Conference of Governmental Industrial Hygienists

| Component | OSHA/MSHA PEL | ACGIH TLV | NIOSH REL |
|---|---|---|---|
| Limestone (Calcium Carbonate) | 15 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) | 10 mg/m³ (total dust as calcium carbonate) | 15 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) |
| Other Particulates | 15 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) | 10 mg/m³ (inhalable fraction)<br>3 mg/m³ (respirable fraction) | 15 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) |
| Respirable dust containing silica | 10 mg/m³ ÷ (% silica + 2) | Use Respirable Silica TLV | Use Respirable Silica REL |
| Total dust containing silica | OSHA: 30 mg/m³ ÷ (% silica + 2)<br>MSHA: 30 mg/m³ ÷ (% silica + 3) | NE | NE |
| Respirable Crystalline Silica (quartz) | NE - Use respirable dust PEL | 0.025 mg/m³ | 0.05 mg/m³ |
| Respirable Tridymite and Cristobalite (other forms of crystalline silica) | ½ of OSHA and MSHA respirable dust PEL | 0.025 mg/m³ | 0.05 mg/m³ |
| Portland Cement | 15 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) | 10 mg/m³ | 10 mg/m³ (total dust)<br>5 mg/m³ (respirable fraction) |

**Eye Protection:**
Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated.

**Skin Protection (Protective Gloves/Clothing):**
Use gloves to provide hand protection from abrasion. In dusty conditions, use long sleeve shirts. Wash work clothes after each use.

**Respiratory Protection:**
All respirators must be NIOSH-approved for the exposure levels present. (See NIOSH Respirator Selection Guide). The need for respiratory protection should be evaluated by a qualified safety and health professional. Activities that generate dust require the use of an appropriate dust respirator where dust levels exceed or are likely to exceed allowable exposure limits. For respirable silica levels that exceed or are likely to exceed an 8 hr Time Weighted Average (TWA) of 0.5 mg/m³, a high efficiency particulate filter respirator must be worn at a minimum; however, if respirable silica levels exceed or are likely to exceed an 8 hr TWA of 5.0 mg/m³ a positive pressure, full face respirator or equivalent is required. Respirator use must comply with applicable MSHA (42 CFR 84) or OSHA (29 CFR 1910.134 ) standards, which include provisions for a user training program, respirator inspection, repair and cleaning, respirator fit testing, medical surveillance and other requirements.

**Engineering Controls:**
Activities that generate dust require the use of general ventilation, local exhaust and/or wet suppression methods to maintain exposures below allowable exposure limits.

**Other:**
Respirable dust and quartz levels should be monitored regularly to determine worker exposure levels. Exposure levels in excess of allowable exposure limits should be reduced by all feasible engineering controls, including (but not limited to) wet suppression, ventilation, process enclosure, and enclosed employee workstations.

## SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | | |
|---|---|---|
| **Boiling Point:**<br>Not applicable | **pH:**<br>Not applicable | **Specific Gravity ($H_2O$ = 1):**<br>1.7 - 3.0 |
| **Evaporation Rate (ethyl Acetate = 1):**<br>Not applicable | **Melting Point:**<br>Not applicable | **Vapor Pressure (mm Hg.):**<br>Not applicable |
| **Solubility in Water:**<br>Negligible | **Vapor Density (Air = 1):**<br>Not applicable | **% Volatile:**<br>0% |

**Appearance and Odor:**
Gray, solid mixture. Faint odor.

## SECTION 10. STABILITY AND REACTIVITY

**Stability:**
Stable under normal temperatures and pressures.

**Conditions to Avoid:**
Contact with incompatible materials should be avoided (see below). See Sections 5 and 7 for additional information.

**Incompatibility (Materials to Avoid):**
Strong acids. Silica reacts violently with powerful oxidizing agents such as fluorine, boron trifluoride, chlorine trifluoride, manganese trifluoride, and oxygen difluoride yielding possible fire and/or explosions. Silica dissolves readily in hydrofluoric acid producing a corrosive gas - silicon tetrafluoride.

**Hazardous Decomposition or Byproducts:**
Silica-containing respirable dust particles may be generated. When heated, quartz is slowly transformed into tridymite (above 860°C/1580°F) and cristobalite (above 1470°C/2678°F). Both tridymite and cristobalite are other forms of crystalline silica and are considered more fibrogenic to the lungs than quartz.

**Hazardous Polymerization:**
Not known to occur.

## SECTION 11. TOXICOLOGICAL INFORMATION

**Acute Effects:**
No specific data on product. Portland cement dust severely irritates the tissues contacted primarily because of its alkalinity.

**Effects Following Prolonged or Repeated Exposure:**
Hydraulic (Portland) cement may contain trace amounts of hexavalent chromium. Hexavalent chromium has been associated in some individuals with causing allergic reactions which may be manifested as contact dermatitis and skin ulcerations. Individuals who develop allergies to skin sensitizers such as hexavalent chromium, may experience a reaction upon repeated contact with those compounds. Irritated or broken skin is more likely to develop further complications such as ulcers and infection.

Dermatitis and allergic reactions have been observed in workers with chronic exposure to fly ash. This was attributed to trace amounts of chromium, cobalt, nickel and other metals in the fly ash.

The following information pertains to creating dust from hardened dry material:

Prolonged overexposure to respirable dusts in excess of allowable exposure limits can cause inflammation of the lungs leading to possible fibrotic changes, a medical condition known as pneumoconiosis.

Prolonged and repeated inhalation of respirable crystalline silica-containing dust in excess of allowable exposure limits may cause a chronic form of silicosis, an incurable lung disease that may result in permanent lung damage or death. Chronic silicosis generally occurs after 10 years or more of overexposure; a more accelerated type of silicosis may occur between 5 and 10 years of higher levels of exposure. In early stages of silicosis, not all individuals will exhibit symptoms (signs) of the disease. However, silicosis can be progressive, and symptoms can appear at any time, even years after exposure has ceased. Symptoms of silicosis may include, but are not limited to, the following: shortness of breath; difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

Repeated overexposures to very high levels of respirable crystalline silica (quartz, cristobalite, tridymite) for periods as short as six months may cause acute silicosis. Acute silicosis is a rapidly progressive, incurable lung disease that is typically fatal. Symptoms include (but are not limited to): shortness of breath, cough, fever, weight loss, and chest pain.

Respirable dust containing newly broken silica particles has been shown to be more hazardous to animals in laboratory tests than respirable dust containing older silica particles of similar size. Respirable silica particles which had aged for sixty days or more showed less lung injury in animals than equal exposures of respirable dust containing newly broken particles of silica.

There are reports in the literature suggesting that excessive crystalline silica exposure may be associated with autoimmune disorders and other adverse health effects involving the kidney. In particular, the incidence of scleroderma (thickening of the skin caused by swelling and thickening of fibrous tissue) appears to be higher in silicotic individuals. To date, the evidence does not conclusively determine a causal relationship between silica exposure and these adverse health effects.

**Carcinogenicity:**
Epidemiology studies on the association between crystalline silica exposure and lung cancer have had both positive and negative results. There is some speculation that the source and type of crystalline silica may play a role. Studies of persons with silicosis indicate an increased risk of developing lung cancer, a risk that increases with the level and duration of exposure. It is not clear whether or not lung cancer develops in non-silicotic patients. Several studies of silicotics do not account for lung cancer confounders, especially smoking, which have been shown to increase the risk of developing lung disorders, including emphysema and lung cancer.

In October 1996, an IARC Working Group designated respirable crystalline silica as carcinogenic (Group 1). The NTP's Report on Carcinogens, 9th edition, lists respirable crystalline silica as a "known human carcinogen." In year 2000, the American Conference of Governmental Industrial Hygienists (ACGIH) listed respirable crystalline silica (quartz) as a suspected human carcinogen (A-2). These classifications are based on sufficient evidence of carcinogenicity in certain experimental animals and on selected epidemiological studies of workers exposed to crystalline silica.

## SECTION 12. ECOLOGICAL INFORMATION

**Aquatic Ecotoxicological Data:**
No specific data on this product. Not expected to be toxic to aquatic organisms.

**Environmental Fate Data:**
No specific data on this product.

**Other:**
No specific data on this product.

## SECTION 13. DISPOSAL CONSIDERATIONS

Place contaminated materials in appropriate containers and dispose of in a manner consistent with applicable federal, state, and local regulations. Do not dump on the ground unless allowed by local regulatory officials. Prevent from entering drainage, sewer systems, and unintended bodies of water. It is the responsibility of the user to determine, at the time of disposal, whether product meets criteria for hazardous waste. Product uses, transformations, mixture and processes, may render the resulting material hazardous.

## SECTION 14. TRANSPORT INFORMATION [Note: Not intended to be all-inclusive.]

| DOT Proper Shipping Name: | DOT Hazard Classification: |
|---|---|
| Not regulated. | Not applicable. |
| UN/NA Number: | DOT Packing Group: |
| Not applicable. | Not applicable. |

Labeling Requirements:
Not applicable. Label as required by the OSHA Hazard Communication standard [29 CFR 1910.1200(f)] and applicable state and local regulations.

## SECTION 15. REGULATORY INFORMATION [Note: Not intended to be all-inclusive.]

Toxic Substances Control Act (TSCA):
The components in this product are listed on the TSCA Inventory or are exempt.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA):
Releases of this material to air, land, or water are not reportable to the National Response Center under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or to state and local emergency planning committees under the Superfund Amendments and Reauthorization Act.

Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III

Section 302 extremely hazardous substances:
None

Section 311/312 hazard categories:
Acute Health
Delayed Health

Section 313 reportable ingredients at or above de minimus concentrations:
None

California Proposition 65:
This product contains or may contain a chemical (crystalline silica, chromium) known to the State of California to cause cancer.

State Regulatory Lists:
The following materials/components are specifically listed by individual states. For details on regulatory requirements, you should contact the appropriate agency in your state:

| Chemical Name | State |
|---|---|
| Crystalline silica (quartz) | CA; FL; MA; MN; NJ; PA |

## SECTION 16. OTHER INFORMATION

Disclaimer of Liability

Century Asphalt Materials, LTD. believes the information contain herein is accurate; however, Century Asphalt Materials, LTD. makes no guarantees with respect to such accuracy and assumes no liability in connection with the use of the information contained herin by any party. The provision of the information contained herin is not intended to be and should not be construed as legal advice or as ensuring compliance with federal, state, or local laws and regulations. Any party using this product should review all such laws, rules or regulations prior to use.

# Material Safety Data Sheet

May be used to comply with

OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

**U.S. Department of Labor**

Occupational Safety and Health Administration

(Non-Mandatory Form)

Form Approved

OMB No. 1218-0072

| | |
|---|---|
| Manufacturer's Name<br>Texas Materials Group, Inc. dba Gulf Coast | Emergency Telephone Number<br>(713) 410-8618 Phillip King, General Manager |
| Location #1: 4008 Highway 146 North<br>Baytown, Texas 77520 | Telephone Number for Information<br>(281) 421-2621 |
| Location #2: 5303 Navigation<br>Houston, Texas 77011 | Date Prepared<br>May 11, 2004 |
| Location #3: 27734 Hwy Blvd.<br>Katy, Texas 77494 | Identity: Cold Lay Mix |

## Section II - Hazard Ingredients/Identity Information

| Hazardous Components (Specific Chemical Identity; Common Name(s)) | OSHA PEL | ACGIH TLV | Other Limits Recommended | *%(optional)* |
|---|---|---|---|---|
| AC-1.5 Paving Asphalt / Petroleum Asphalt | 5mg/M3 | 5mg/M3 | | 5 |
| Aggregates: Sand, Gem Sand and Limestone Mixture | | | | |
| | | | | |
| | | | | |
| | | | | |

## Section III – Physical/Chemical Characteristics

| | | | |
|---|---|---|---|
| Boiling Point<br>Greater than | 900° F | Specific Gravity ($H_2O$ = 1) | 2.0 – 2.5 |
| Vapor Pressure (mm Hg.)<br>Less than | 1 | Melting Point | 400° F – 425° F |

| | | |
|---|---|---|
| Vapor Density (AIR = 1) | N/A | Evaporation Rate (Butyl Acetate = 1) |
| Solubility in Water<br>Negligible | | |
| Appearance and Odor<br>Black Granular – Petroleum Odor | | |

**Section IV - Fire and Explosion Hazard Data**

| | | | |
|---|---|---|---|
| Flash Point (Method Used)<br>C.O.C. 450° F Minimum | Flammable Limits<br>Unknown | LEL<br>N/A | UEL<br>N/A |
| Extinguishing Media<br>Foam, CO2, Steam or dry powder | | | |
| Special Fire Fighting Procedures<br>Do not use streams of water as it may cause fire to spread | | | |
| | | | |
| Unusual Fire and Explosion Hazards<br>Do not heat above flashpoint. Petroleum asphalt vapors can explode when concentrated in an enclosed | | | |
| environment with an ignition source. | | | |

**Section V – Reactivity Data**

| | | |
|---|---|---|
| Stability | Unstable | Conditions to Avoid<br>Avoid contact with strong oxidizing agents and fluorine. |
| | Stable | |
| Incompatibility *(Materials to Avoid)*<br>Strong oxidizers may react with hydrocarbons. Contact with fluorine may cause burning. | | |
| Hazardous Decomposition or Byproducts<br>Carbon Monoxide and Carbon Dioxide. | | |
| Hazardous Polymerization | May Occur | Conditions to Avoid<br>N/A |
| | Will Not Occur | |

**Section VI – Health Hazard Data**

| Route(s) of Entry: | Inhalation? | Skin? | Ingestion? |
|---|---|---|---|
| | Yes | Yes | N/A |

Health Hazards *(Acute and Chronic)*
Vapors from heated asphalt may produce pulmonary irritation, nausea or dizziness.

Prolonged contact with skin may cause dermatitis. Contact of molten asphalt with skin can cause

burns.

| Carcinogenicity: | NTP? | IARC Monographs? | OSHA Regulated? |
|---|---|---|---|
| | No | No | No |

Signs and Symptoms of Exposure
Prolonged or repeated contact with skin may cause allergic skin reaction

.

Medical Conditions
Generally Aggravated by Exposure Existing abnormal conditions of the skin or respiratory system may

be aggravated.

Emergency and First Aid Procedures
If molten asphalt contacts skin, plunge part into water. Do not attempt to pull asphalt off. Remove with oil

dissolving skin cleaner.

## Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Avoid contact while molten.

Waste Disposal Method
Scoop up and place in open containers. Waste should be disposed of according to all applicable Federal, State

and Local regulations.

Precautions to Be taken in Handling and Storing
Workers should station themselves on the windward side of the asphalt emissions when possible.

Other Precautions
N/A

## Section VIII - Control Measures

Respiratory Protection *(Specify Type)*
Not normally necessary. If conditions warrant utilize an NIOSH/MSHA approved respirator.

| Ventilation | Local Exhaust | Special |
|---|---|---|
| | Yes | N/A |
| | Mechanical *(General)* | Other |
| | N/A | N/A |

Protective Gloves
Wear heavy gloves when molten.

Eye Protection
Face shield while molten.

Other Protective Clothing or Equipment
Apron while pouring molten.

Work/Hygienic Practices
It is recommended that workers wash their hands before eating, drinking, or smoking.

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** Texas Materials Group, Inc.

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 105.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 25.00 |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 800 Tons |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 78.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 25.00 |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 800 Tons |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less. May contain deleterious materials not be exceed the following weight: | |
| Material removed by decantation: 5.0% | |
| Clay lumps: 0.5% | |
| Other deleterious substances such as Shale, Coal, etc. 2.0% | |
| Grade Retainage: | |
| 3/8 inch screen 0% | |
| 1/4 inch screen 0-5% | |
| 20 mesh screen 15-50% | |
| 100 mesh screen 80-100% | |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Per 1/2 sack cement | |
| Minimum Order | |

**VENDOR NAME:** Texas Materials Group ,Inc.

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 25.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Liberty Rd & Katy |
| Minimum Order | 24 Tons |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 40.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Liberty Rd |
| Minimum Order | 24 Tons |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Cedar Port |
| Minimum Order | $ 1,000.00 |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $ 45.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $ 45.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |



Initialso of Bidder: 

**VENDOR NAME:** Texas Materials Group, Inc.

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 110.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 25.00 |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 800 Tons |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 84.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | $ 25.00 |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 800 Tons |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 120.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Navigation |
| Minimum Order | 800 Tons |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 75.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 400 Tons |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 80.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Laydown | N/A |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 400 Tons |



Initialso of Bidder

**VENDOR NAME:** Texas Materials Group, Inc.

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | $ 6.50 |
| Up to a depth of 4" | $ 11.20 |
| Up to a depth of 6" | $ 16.80 |
| Up to a depth of 8" | $ 22.40 |
| Up to a depth of 10" | $ 28.00 |
| Up to a depth of 12" | $ 33.60 |
| Up to a depth of 14" | $ 39.20 |
| Pulverizing Existing Materials In-Place per Linear Foot | $ 6.50 |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | $ 50.00 |
| Transported by contractor's vehicles | $ 10.00 |



Initialso of Bidder: 

VENDOR NAME: Texas Materials Group, Inc.

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:

VENDOR NAME: Texas Materials Group, Inc.

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ▪Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>▪Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>▪The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>▪The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>▪Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>▪The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>▪The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder:

VENDOR NAME: Texas Materials Group, Inc.

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min.<br>Grade S-no limits |



Initialso of Bidder:

VENDOR NAME: Texas Materials Group, Inc.

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | N/A |
| 35% Dry solids | | | |
| 46% Dry solids | | | |



Initialso of Bidder:

VENDOR NAME: Texas Materials Group, Inc.

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | N/A |
| Plant Location/s | |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 60.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 120.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Arcola & Rosenberg |
| Minimum Order | 800 Tons |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: _____

VENDOR NAME: Texas Materials Group, Inc.

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 38.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Liberty Rd |
| Installation | N/A |
| Minimum Order | 24 Tons |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Liberty Rd |
| Minimum Order | 24 Tons |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 45.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 65.00 |
| Plant to Jobsite-1st mile | $ 4.00 |
| Each add'l mile | $ 0.30 |
| Plant Location/s | Cedar Port |
| Minimum Order | 24 Tons |



Initialso of Bidder:

**VENDOR NAME:** Texas Materials Group, Inc.

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | N/A |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | N/A |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: 

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1122611

**Date Filed:**
02/12/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Texas Materials Group, Inc. dba Texas Materials
Baytown, 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.**

B24-041
Earthen Road Materials

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Texas Materials Group, Inc dba Texas Materials | Baytown , TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | Vernor Material + Equipment Co. Inc. | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☑ Corporation/LLC ☐ Sole Proprietor/Individual ☐ Partnership ☐ Tax Exempt | | Age in Business? 66 years |
| Federal ID # or S.S. # | 74-1823144 | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | 048901052 / 1FPH3 | | |
| Publicly Traded Business | ✓ No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | 545 Wilson Rd, | | |
| City/State/Zip | Freeport, TX 77541 | | |
| Physical Address | same | | |
| City/State/Zip | | | |
| Phone Number | 979-233-3366 | | |
| E-mail | doug@vernor.com | | |
| Contact Person | Doug Raymer | | |

| Check all that apply to the company listed above and provide certification number. | | | Cert Date | Exp Date |
|---|---|---|---|---|
| | DBE-Disadvantaged Business Enterprise ☐ | Certification # _____ | | |
| | SBE-Small Business Enterprise ☐ | Certification # _____ | | |
| | HUB-Texas Historically Underutilized Business ☐ | Certification # _____ | | |
| | WBE-Women's Business Enterprise ☐ | Certification # _____ | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 ___ | | |
| $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ___ | >$22,400,000 ✓ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | 238990, 484121, 484220 |
| Signature of Authorized Representative | Doug |
| Printed Name | Doug Raymer |
| Title | CIO |
| Date | 3-4-2024 |

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

***Fort Bend County, Texas***
***Invitation for Bid***

***Term Contract for Purchase and Hauling Earthen Road Materials***
***BID 24-041***

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: PL

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: DK

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: DK

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: DL

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: DL

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Initials of Bidder: DL

## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

**11.0 INDEMNIFICATION:**

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

Initials of Bidder: DL

have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

Initials of Bidder: DQ

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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

Initials of Bidder: DA

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|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

Initials of Bidder: DL

| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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.

Initials of Bidder: DL

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Initials of Bidder: DA

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: DR

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: _____

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

Rosenberg
Fairgrounds Stockpile
Behind Fairgrounds
Stella Road

Richmond
Beechnut Service Center
19310 Beechnut

Crabb
Crabb Service Center
201 Payne Lane

Needville
9110 Long Drive

Fresno
Service Center Fresno Stockpile
8 acres behind old Commissioner Office

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: DL

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Vernor Material + Equipment (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 2024.

**Fort Bend County, Texas**

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

By:
**Signature of Contractor**

By: Eric Raymer
**Printed Name and Title**

# COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

February 19, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County BID 24-041 – Term Contract for Purchase and Hauling Earthen Road Materials

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Field Sand item on bid pricing form.

**********

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

Vernor Material + Equipment
Company Name

[signature] 3.4.2024
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Brooke Lindemann
Senior Buyer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Vernor Material & Equipment Co., Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

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

545 Wilson Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Freeport, TX 77541

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

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

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7 | 4 | - | 1 | 8 | 2 | 3 | 1 | 4 | 4 |

## 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 for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 1-3-24

## General Instructions

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

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

## Purpose of Form

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

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

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

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 74-1823144

Company Name submitting Bid/Proposal: Vernor Material & Equipment

Mailing Address: 545 Wilson Rd. Freeport, TX 77541

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

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

_____

_____

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

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

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

I certify that Vernor Material is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Freeport, TX.
[City and State]

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

Vendor Material + Equipment

(Company/Contractor)

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

D. R

Contractor Signature

3-4-2024

Date

Doug Raymer

Printed Name

CIO

Title

Addendum No. 1

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:**

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Per 1/2 sack cement | |
| Minimum Order | |

VENDOR NAME:

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DL

VENDOR NAME:

| **Processed Pit Run, approximately 5/8" Diameter (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-3 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Pre-coated Coverstone: PB-4 & PB5 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DR

VENDOR NAME:

**Pulverizing Existing Asphalt and/or Base Road**

This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".

Construction Methods:

■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.

■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.

■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.

■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.

■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.

■Pulverize existing material in-place, County to furnish support equipment.

Equipment:

■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

Measurement:

■ Work prescribed by this item will be measured by the liner foot of roadway.

■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.

Payment and bid price:

■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice.

| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
|---|---|
| Up to a depth of 2" | No Bid |
| Up to a depth of 4" | |
| Up to a depth of 6" | \| |
| Up to a depth of 8" | \| |
| Up to a depth of 10" | \| |
| Up to a depth of 12" | \| |
| Up to a depth of 14" | \| |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | No Bid |
| Transported by contractor's vehicles | \| |



Initialso of Bidder: DR

VENDOR NAME:

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price cubic yard)** | **Unit Bid Price (Per Cubic Yard)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DK

VENDOR NAME:

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DK

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min. Grade S-no limits |



Initialso of Bidder: DL

VENDOR NAME:

**Lime and Lime Slurry - TXDOT Item 264, (cont'd)**

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.
Note 2: In "solids content" of the slurry.
Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

The use of carbide lime or by-product lime is prohibited.

Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.
Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.
Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.
Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".
Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site.

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | No Bid | — | — |
| 35% Dry solids | 1 | 1 | 1 |
| 46% Dry solids | 1 | 1 | 1 |



Initialso of Bidder: DL

VENDOR NAME:

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | No Bid |
| Plant Location/s | 1 |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DL

VENDOR NAME:

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Installation | |
| Minimum Order | |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | No Bid |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: DM

VENDOR NAME:

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | No Bid |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $ 240.00 |
| Plant to Jobsite-1st mile | $ 10.00 |
| Each add'l mile | $ 7.00 |
| Laydown | $ 10.00 |
| Plant Location/s | Freeport, TX & Houston, TX |
| Minimum Order | 25 tons |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $ 175.00 |
| Plant to Jobsite-1st mile | $ 10.00 |
| Each add'l mile | $ 7.00 |
| Laydown | $ 10.00 |
| Plant Location/s | Freeport, TX |
| Minimum Order | 25 tons |
| Minimum Order | |



Initialso of Bidder: DC

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1134751

**Date Filed:**
03/14/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vernor Material & Equipment
Freeport, 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.**

B24--041
Earthen Road Materials and Hauling

| 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.** [X]

**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)

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

# Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

| | |
|---|---|
| Legal Company Name (top line of W9) | Vulcan Construction Materials, LLC |
| Business Name (if different from legal name) | Vulcan Materials Company, LLC |
| Type of Business | ☒ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt — Age in Business? |
| Federal ID # or S.S. # | SAM.gov Unique Entity ID # |
| SAM.gov CAGE / NCAGE | |
| Publicly Traded Business | ___ No ___X___ Yes Ticker Symbol VMC |
| Remittance Address | PO Box 75284 |
| City/State/Zip | Dallas, TX 75284 |
| Physical Address | 10101 Reunion Pl, suite 500 |
| City/State/Zip | San Antonio, TX 78216 |
| Phone Number | 210-965-0449 |
| E-mail | manriquem@vmcmail.com |
| Contact Person | Melanie Manrique |

| Check all that apply to the company listed above and provide certification number. | | Cert Date | Exp Date |
|---|---|---|---|
| DBE-Disadvantaged Business Enterprise ☐ | **Certification #** | | |
| SBE-Small Business Enterprise ☐ | **Certification #** | | |
| HUB-Texas Historically Underutilized Business ☐ | **Certification #** | | |
| WBE-Women's Business Enterprise ☐ | **Certification #** | | |

| Company's gross annual receipts | | | |
|---|---|---|---|
| <$500,000 ___ | $500,000-$4,999,999 ___ | | |
| $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 ___ | >$22,400,000 ___ | |

| | |
|---|---|
| NAICs codes (Please enter all that apply) | 745 - 750 |
| Signature of Authorized Representative | M Manrique |
| Printed Name | Melanie Manrique |
| Title | Sales Analyst |
| Date | 3-1-24 |

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

*Fort Bend County, Texas*
*Invitation for Bid*

# *Term Contract for Purchase and Hauling Earthen Road Materials*
# *BID 24-041*

**SUBMIT BIDS TO:**

**Fort Bend County**
**Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, March 5, 2024**
**2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-041**
**EARTHEN ROAD MATERIALS**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY 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 the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

**Vendor Responsibilities:**

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

Prepared: 02/05/24
Issued: 02/11/24

## 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction 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. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return completed bid document 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 Governing Document: 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: MM

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.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 addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 27, 2024 at 9:00 a.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: MM

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. 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.

1.15 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.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: MM

is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the 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.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 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 the 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

Initials of Bidder: MM

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.

1.24 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 his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 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.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: MM

most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 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.

1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

Initials of Bidder: MM

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 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.

## 2.0 TERMS & CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

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and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

## 3.0 SCOPE:

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide and/or haul Earthen Road Materials as stated herein.

## 4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

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## 5.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

## 6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 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/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

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

6.2.2 Identification number used by the governmental entity is: B24-041.

6.2.3 Description is the title of the solicitation: Earthen Road Materials.

6.3 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.

## 7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

7.1 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 Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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## 8.0 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.

## 9.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## 10.0 INSURANCE:

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

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.(required for hauling only

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

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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.

## 11.0 INDEMNIFICATION:

11.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

11.2 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

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have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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

## 12.0 PREVAILING WAGES:

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

General Decision Number: TX20240038 01/05/2024
Superseded General Decision Number: TX20230038

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.

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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 $17.20 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 2024.

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 $12.90 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 2024.

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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/05/2024 |

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 ** | |

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| | |
|---|---|
| LABORER | |
| Asphalt Raker | $ 12.36 ** |
| Flagger | $ 10.33 ** |
| Laborer, Common | $ 11.02 ** |
| Laborer, Utility | $ 11.73 ** |
| Pipelayer | $ 12.12 ** |
| Work Zone Barricade Servicer | $ 11.67 ** |
| PAINTER (Structures) | $ 18.62 |
| POWER EQUIPMENT OPERATOR: | |
| Asphalt Distributor | $ 14.06 ** |
| Asphalt Paving Machine | $ 14.32 ** |
| Broom or Sweeper | $ 12.68 ** |
| Concrete Pavement Finishing Machine | $ 13.07 ** |
| Concrete Paving, Curing, Float, Texturing Machine | $ 11.71 ** |
| Concrete Saw | $ 13.99 ** |
| Crane, Hydraulic 80 Tons or less | $ 13.86 ** |
| Crane, Lattice boom 80 tons or less | $ 14.97 ** |
| Crane, Lattice boom over 80 Tons | $ 15.80 ** |
| Crawler Tractor | $ 13.68 ** |
| Excavator, 50,000 pounds or less | $ 12.71 ** |
| Excavator, Over 50,000 pounds | $ 14.53 ** |
| Foundation Drill, Crawler Mounted | $ 17.43 |
| Foundation Drill, Truck Mounted | $ 15.89 ** |
| Front End Loader 3 CY or Less | $ 13.32 ** |
| Front End Loader, Over 3 CY | $ 13.17 ** |
| Loader/Backhoe | $ 14.29 ** |
| Mechanic | $ 16.96 ** |
| Milling Machine | $ 13.53 ** |
| Motor Grader, Fine Grade | $ 15.69 ** |
| Motor Grader, Rough | $ 14.23 ** |
| Off Road Hauler | $ 14.60 ** |
| Pavement Marking Machine | $ 11.18 ** |
| Piledriver | $ 14.95 ** |
| Roller, Asphalt | $ 11.95 ** |
| Roller, Other | $ 11.57 ** |
| Scraper | $ 13.47 ** |
| Spreader Box | $ 13.58 ** |
| Servicer | $ 13.97 ** |
| Steel Worker | |
| Reinforcing Steel | $ 15.15 ** |
| Structural Steel Welder | $ 12.85 ** |
| Structural Steel | $ 14.39 ** |

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| | |
|---|---|
| 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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

## 13.0 AWARD:

This contract will be awarded to all bidders meeting specifications as stated herein.

## 14.0 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

## 15.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section

Initials of Bidder: MM

1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

## 16.0 ADDITIONAL INFORMATION & REQUIREMENTS:

16.1 The County may purchase any one item from this bid without purchasing any other items from this bid.

16.2 All prices, unless otherwise specified, are to be FOB delivery point.

16.3 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.

16.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.

16.5 MSDS (Manufacturer's Safety Data Sheets) must be provided to ordering department on all applicable deliveries.

16.6 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may affect your bid price.

16.7 Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.

16.8 Contractor will guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

## 17.0 DELIVERY:

17.1 Deliveries must include off-loading pump and hoses.

17.2 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.

17.3 In order to be considered for delivery of road materials to a job site, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable. Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Delivery location will be specified at time of order.

Initials of Bidder: MM

## 18.0 COUNTY STOCKPILE DELIVERY POINTS:

| Rosenberg | Richmond | Crabb |
|---|---|---|
| Fairgrounds Stockpile<br>Behind Fairgrounds<br>Stella Road | Beechnut Service Center<br>19310 Beechnut | Crabb Service Center<br>201 Payne Lane |

| Needville | Fresno |
|---|---|
| 9110 Long Drive | Service Center Fresno Stockpile<br>8 acres behind old Commissioner Office |

## 19.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home, if applicable, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

## 20.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

20.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

20.2 Vendor Form

20.3 W9 Form

20.4 Tax Form/Debt/Residence Certification

20.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: MM

**LEGAL NOTICE**
**INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, MARCH 5, 2024 at 2:00 P.M**. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at www.fortbendcountytx.gov.

**B24-041 – TERM CONTRACT FOR PURCHASE AND HAULING EARTHEN ROAD MATERIALS**

A Pre-bid conference will be conducted on **Tuesday, February 20, 2024 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.

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:
Jaime Kovar, Purchasing Agent
Fort Bend County, Richmond, Texas
281-341-8640

**Contract Sheet**
**Bid 24-041**

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

This memorandum of agreement made and entered into on the 26 day of March, 20 24, 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 Vulcan Construction Materials, LLC (hereinafter designated Contractor).
**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Earthen Road Materials** 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 26 day of March 20 24.

**Fort Bend County, Texas**

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

**By:** M Manrique
**Signature of Contractor**

**By:** Melanie Manrique Analyst
**Printed Name and Title**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

Vulcan Materials Company

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

Vulcan Construction Materials, LLC (EIN: 63-1211833)

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

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

P.O. Box 385014 1200 Urban Center Drive 35242

6 City, state, and ZIP code

Birmingham, AL 35238-5014

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 0 | – | 8 | 5 | 7 | 9 | 1 | 3 | 3 |

## 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 for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** AJMcR **Date ▶** 1/6/2024

# General Instructions

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

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

## Purpose of Form

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

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

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

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

Job No.: 24 - 041

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

Taxpayer Identification Number (T.I.N.): 63-1211833

Company Name submitting Bid/Proposal: Vulcan Construction Materials, LLC

Mailing Address: PO Box 791550, San Antonio, TX 78279

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

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

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

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

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

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

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

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

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

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

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

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

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

**Mandatory Form**

## Contractor Acknowledgement of Storm Water Management Program

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

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

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

Vulcan Construction Materials, LLC
(Company/Contractor)

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

M Manrique — 3-1-24
Contractor Signature — Date

Melanie Manrique
Printed Name

Analyst
Title

**Fort Bend County Pricing Form**
**Bid 24-041**
**Term Contract for Earthen Road Materials**

**Term: April 1, 2024 through March 31, 2025**

**VENDOR NAME:** Vulcan Construction Materials, LLC

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 without RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Asphalt Stabilized Base, TXDOT Item 292, Black Base GR2 with RAP (Price Per Ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Cement Stabilized Sand, TXDOT & PT #400.5 Portland Cement, Type I, 2 sack minimum, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Sand - Washed sand from an approved surface having a P.I. of 4 or less.<br>May contain deleterious materials not be exceed the following weight:<br>Material removed by decantation: 5.0%<br>Clay lumps: 0.5%<br>Other deleterious substances such as Shale, Coal, etc. 2.0%<br>Grade Retainage:<br>3/8 inch screen 0%<br>1/4 inch screen 0-5%<br>20 mesh screen 15-50%<br>100 mesh screen 80-100% | |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Per 1/2 sack cement | |
| Minimum Order | |

VENDOR NAME: Vulcan Construction Materials, LLC

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $43 |
| Plant to Jobsite-1st mile | $5.00 |
| Each add'l mile | $0.25 /ton mile |
| Laydown | NB |
| Plant Location/s | Fort Bend |
| Minimum Order | 24 tons |

| **Flexible Base, must be free of foreign materils (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "D", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 3/4", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| **Flexible Base, TXDOT Item 247, 1 1/2", Type "B", Grade "1", (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: MM

VENDOR NAME: Vulcan Construction Materials, LLC

| Processed Pit Run, approximately 5/8" Diameter (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, without rap, Sac B, PG, 64-22 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Hot Mix Asphaltic Concrete Pavement: TxDOT Item 340, Type D, with rap, Sac B, PG, 64-22 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D: TXDOT Item 350 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| Pre-coated Coverstone: PB-3 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|
| Plant/Pit/Siding | $40 |
| Plant to Jobsite-1st mile | NB |
| Each add'l mile | $0.24/ton mile |
| Laydown | NB |
| Plant Location/s | Dabney |
| Minimum Order | 24 tons |

| Pre-coated Coverstone: PB-4 & PB5 (price per ton) | Unit Bid Price (Per Ton) |
|---|---|



Initialso of Bidder: MM

| | |
|---|---|
| Plant/Pit/Siding | $39 |
| Plant to Jobsite-1st mile | NB |
| Each add'l mile | $0.24 /ton mile |
| Laydown | NB |
| Plant Location/s | Dabney |
| Minimum Order | 24 tons |



Initialso of Bidder:_____

Vulcan Construction Materials, LLC

**VENDOR NAME:**

| **Pulverizing Existing Asphalt and/or Base Road** | |
|---|---|
| This item shall consist of pulverizing an existing asphalt and/or base road up to a depth of 14" in increments of 2".<br>Construction Methods:<br>■The contractor will be responsible for coring road and providing result to the Fort Bend County Road Commissioner before milling commences.<br>■The pavement shall be pulverized to the depth and width as shown on the plans or as directed by the County representative.<br>■After pulverization all material, except the existing individual aggregate, shall pass the 2 inch square sieve.<br>■Pulverizing material will be loaded by vendor onto County trucks or Contractor's trucks.<br>■The contractor will be responsible for removal of all material left on roadway or milled sections unless otherwise specified by County Road Commissioner and/or County Represenative.<br>■Pulverize existing material in-place, County to furnish support equipment.<br><br>Equipment:<br>■The equipment for pulverizing the existing asphalt and/or base road shall be approved by the County Road Commissioner and/or County Representative prior to commencement of work. Signage/traffic control devices will be provided by Fort Bend County unless otherwise specified.<br>Measurement:<br>■ Work prescribed by this item will be measured by the liner foot of roadway.<br>■ Measurement will be made only one time for each roadway regardless of the number of passes required to be made by the machine in order to secure the depth, width and gradation desired. The only exception to this will be roadways with an average width greater than 24 feet in which case the County will pay for additional linear feet based on the percentage by which the average width exceed 24 feet.<br>Payment and bid price:<br>■The work performed as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Pulverizing Existing Asphalt and/or Base Road", which shall be full compensation for pulverizing an existing asphalt and/or base roadway, including furnishing the reclaimer, an operator, fuel, oil, grease and any necessary parts and repairs. Payment by Fort Bend County will be by check within thirty (30) days after receipt of complete invoice. | |
| **Pulverizing Only (price per Linear Foot)** | **Unit Bid Price (Per Linear Foot)** |
| Up to a depth of 2" | NB |
| Up to a depth of 4" | |
| Up to a depth of 6" | |
| Up to a depth of 8" | |
| Up to a depth of 10" | |
| Up to a depth of 12" | |
| Up to a depth of 14" | |
| Pulverizing Existing Materials In-Place per Linear Foot | |
| Contractor will credit Fort Bend County for Pulverized Material: | **Unit Bid Price (Per Ton)** |
| Transported by Fort Bend County vehicles | NB |
| Transported by contractor's vehicles | NB |



Initialso of Bidder: MM

VENDOR NAME: Vulcan Construction Materials, LLC

| **Recycled Asphalt, Screened, 3" Diameter Maximum (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |

| **Field Sand (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Plant Location | |
| Minimum Order | |

| **Fly Ash (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| This item is a by-product of coal-fired electric generating plants.<br>■ The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation. Departmental material specification D-9-8900 type B fly ash.<br>■ The fly ash shall be from a single source of coal. The fly ash shall meet or be below the regulatory limits for TCLP extraction per EPA reference SW-84 method 1311.<br>Installation (optional):<br>■ Fly ash shall be delivered by pneumatic tankers and the product is to be discharged with a spreader bar. | |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: MM

VENDOR NAME: Vulcan Construction Materials, LLC

| **Fly Ash Stabilized Road Mix 50/50:** | **Unit Bid Price (Per Ton)** |
|---|---|
| ■Fly ash stabilized scrubber base 50/50 is composed of coal-combustion mineral byproducts. The final processed base shall be clean and shall have a plasticity index of six (6) or less when tested in accordance with ASTM D423 and D424.<br>■Fly ash stabilized road mix 50/50 shall contain bottom ash and fly ash.<br>■The fly ash shall be specified Class C in accordance with ASTM C-618. The fly ash shall meet the requirements of Texas State Department of Highways and Public Transportation Departmental Materials Specifications D-9-8900 Type B Fly Ash.<br>■The processed road mix base shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br>■Additional water will not be added during the production of fly ash stabilized road mix 50/50.<br>■The mixture of the fore named components in the production of fly ash stabilized road mix 50/50 shall include the proper percentages as to produce a homogenous blend.<br>■The fly ash stabilized road mix 50/50 shall produce a minimum unconfined compressive strength of 100 psi in 48 hours when compacted to 95% of ASTM D698 C31 (Item 9), and tested in accordance with ASTM C31.<br><br>Installation (optional):<br>Fly ash stabilized road mix 50/50 shall be installed with on site equipment which may include a disc or pulvermixer at a depth at which will produce a homogenous blend 50/50 on the soil to be stabilized. Compaction shall be such as to produce a ninety five percent (95)% of density as determined by ASTM D-698 laboratory testing. | |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | ↓ |
| Plant Location | ↓ |
| Minimum Order | ↓ |

| **Texas ASPPM Grade IV Cold Mix - Road repair material, (price per ton)** | **Unit Bid Price** |
|---|---|
| This product will be used by Fort Bend County as a permanent cold patch material for repair of roads. | |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | ↓ |
| Laydown | ↓ |
| Plant Location/s | ↓ |
| Minimum Order | |
| **Limestone Rock Asphalt: TxDOT Item DMS-9210 LRA, Type CC, D, AA (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | $72 |
| Plant to Jobsite-1st mile | NB |
| Each add'l mile | $0.24 /ton mile |
| Laydown | NB |



Initialso of Bidder: MM

| | |
|---|---|
| Plant Location/s | Downey |
| Minimum Order | 24 tons |



Initialso of Bidder:_____

VENDOR NAME: Vulcan Construction Materials, LLC

**Lime and Lime Slurry - TXDOT Item 264**

This item establishes the requirements for commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed material or mixtures for sub-grade, sub-base and base contraction.

Types: The various types and grades are defined and identified as follows:

- Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
- Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
- Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
- Grade DS, "pebble" quicklime of a graduation suitable for either "Dry Placing" or for use in the preparation of slurry for "Wet Placing".
- Grade S, finely-graded quicklime for use in the preparation of a slurry for wet placing. (Note: Due to the possibility of appreciable amounts of finely divided, powdered quicklime being present in this product, the use of Type C, Grade S Quicklime is restricted to "Slurry Placing" only. It is considered to be unsuitable for "Dry Placing".)

General: Lime shall be applied as provided for in the governing specifications, as a mixture of lime solids and water in the form of lime slurry.

For wet application, lime slurry may be delivered to the job site as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A Hydrated Lime or Type C Quicklime as specified.

The lime and lime slurry being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| **Chemical:** | **Type A** | **Type B** | **Type C** |
|---|---|---|---|
| Total "active" lime content, % by wt - - - - - - -<br>(i.e., % by wt Ca(OH)2 + % by wt CaO, if present) | 90.0 min[1] | 87.0 min[2] | - |
| Unhydrated lime content, % by wt CaO: - - - - - | 5.0 max | - | 87.0 min |
| "Free Water" content, % by wt $H_2O$: - - - - - - - - | 5.0 max | - | - |
| **Physical:** (Wet sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on No. 6 (33360 micron) sieve: - - - - - | 0.2 max | 0.2 max[2] | 8.0 max[3] |
| Retained on No. 30 (590 micron) sieve: - - - - - - | 4.0 max | 4.0 max[2] | - |
| **Physical:** (Dry sieve requirement, as % by wt residue): | **Type A** | **Type B** | **Type C** |
| Retained on a 1-inch (25 mm) sieve: - - - - - - - - | - | - | 0 |
| Retained on a 3/4 inch (19.0 mm) sieve: - - - - - - | - | - | 10.0 max |
| Retained on a No. 100 (150 micron) sieve: - - - - | - | - | Grade DS-80% min. Grade S-no limits |



Initialso of Bidder: MM

VULCAN CONSTRUCTION MATERIALS, LLC

**VENDOR NAME:**

| **Lime and Lime Slurry - TXDOT Item 264, (cont'd)** |
|---|
| Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.<br>Note 2: In "solids content" of the slurry.<br>Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.<br><br>Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime of Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.<br><br>The use of carbide lime or by-product lime is prohibited.<br><br>Grade 1: The "Dry solids" content shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 31 percent dry weight solids.<br>Grade 2: The "Dry solids" content shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 35 percent dry weight solids.<br>Grade 3: The "Dry solids" content shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 lbs., based on the 46 percent dry weight solids.<br>Sampling and Testing: The sampling and testing of lime shall be as determined by Test Method Tex-600-J, "Lime Testing Procedure".<br>Measurement and Payment: Lime will be measured and paid for at the unit price bid per ton of 2,000 lbs., dry weight of "lime" of the type specified, which price shall be fully compensation for supplying the lime, for all mixing, spreading, drying, application of the lime, water content of the slurry, for all manipulations required, for all hauling, and freight involved., for all tools, equipment and labor and for all incidentals necessary to satisfactorily complete the work, except as herein after specified. Hauling and freight involved in delivery of the slurry, shall be paid as a separate bit item in a per mile, per ton of dry solid weight basis, measured from the loading or mixing site to the specified job site. |

| **PRICING:** | **Unit Bid Price** | | |
|---|---|---|---|
| Percentage of Solid Contents | DRY SOLIDS | Hauling & Freight | Hauling & Freight |
| | | $/Ton/Mile | $/Ton/Mile |
| | Unit Bid Price per Ton | 1st Mile | Additional Mileage |
| 31% Dry solids | | | |
| 35% Dry solids | | | |
| 46% Dry solids | | | |

NO BID



Initialso of Bidder: MM

VULCAN Construction Materials, LLC

**VENDOR NAME:**

| **Type A Hydrated Lime: TXDOT Item 264, 90.0% Ca(OH) 2 Min., Delivered in closed Tankers (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Delivered and Applied at Jobsite | NB |
| Plant Location/s | ↓ |

| **Asphalt aggregate, limestone Type D, 7/16" by #4 graduation (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $51.25 |
| Plant to Jobsite-1st mile | $5.00 |
| Each add'l mile | $0.25 / ton mile |
| Plant Location/s | Stafford |
| Minimum Order | 24 tons |

| **Type C, Hot Mix Asphaltic Concrete Pavement: TXDOT Item 341, Class A aggregates with PG7622 oil (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | ↓ |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 3, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | ↓ |
| Plant Location/s | |
| Minimum Order | |

| **623 Traprock Grade 5, TXDOT Item 302 (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | ↓ |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: MM

VENDOR NAME: Vulcan Construction Materials, LLC

| **Bullrock 3" x 5" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $53 |
| Plant to Jobsite-1st mile | $5.00 |
| Each add'l mile | $0.25 / ton mile |
| Plant Location/s | Stafford |
| Installation | NB |
| Minimum Order | 24 tons |

| **Rip Rap, Grade 1, 12" to 18" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | $80 |
| Plant to Jobsite-1st mile | $6.00 |
| Each add'l mile | $0.30 / ton mile |
| Plant Location/s | Houston Port |
| Minimum Order | 24 tons |

| **Limestone Base 1 1/2" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |

| **Limestone Base 3/4" (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | ↓ |
| Each add'l mile | |
| Plant Location/s | |
| Minimum Order | |



Initialso of Bidder: MM

VENDOR NAME: Vulcan Construction Materials, LLC

| **Screened Decomposed Granite Gravel ¾-: (price per ton)** | | **Unit Bid Price (Per Ton)** |
|---|---|---|
| Grain Size in Millimeters: | | |
| % Cobbles | 0.0 | |
| % Gravel | 32.0 | |
| % Sand | 57.0 | |
| % Silt or Clay | 11.0 | |
| Classification: | | |
| Sample No. | 95/878 | |
| LL | 41 | |
| PL | 19 | |
| PI | 22 | |
| Plant/Pit/Siding | | NB |
| Plant to Jobsite-1st mile | | |
| Each add'l mile | | |
| Plant Location/s & Phone Number | | |
| Minimum Order | | |

| **Road Stabilization Portland Cement: TxDOT Item 524.2, Type 1, 2, (price per ton)** | **Unit Bid Price (Per Ton)** |
|---|---|
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |
| **Reclaimed Portland Cement for Stabilization of Material (road mixed): Class A or H, containing no hazardous components (price per ton)** | **Unit Bid Price (Per Ton)** |
| Plant/Pit/Siding | NB |
| Plant to Jobsite-1st mile | |
| Each add'l mile | |
| Laydown | |
| Plant Location/s | |
| Minimum Order | |
| Minimum Order | |



Initialso of Bidder: MM

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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:**
2024-1130296

**Date Filed:**
03/01/2024

**Date Acknowledged:**
03/26/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vulcan Construction Materials, LLC
San Antonio, 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.**

B24-041
Earthen Road Materials

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Vulcan Construction Materials, LLC | San Antonio, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)