

**Fort Bend County Tabulation
Bid 25-027
Construction of Long Point Creek Channel Rehabilitation
and Conveyance Improvements for Fort Bend County Drainage District**

Recommended: MC2 Civil, LLC \$3,464,115.00

Funding: Drainage Bonds

Company	Bid Price	Completion Time in Calendar Days
MC2 Civil, LLC Houston, TX	\$3,464,115.00	465
TLC Construction Contract Services Houston, TX	\$4,419,903.00	465

DVL Enterprises, LLC - Disqualified due to providing incorrect bid pricing form with submittal.

**Darby Lane Bridge and Channel
Rehabilitation and Conveyance
Improvements to Long Point Creek**

Format
Row & Column

Project:

UPIN:

Job No:

Prepared By:

Date:

**iGET Services LLC
12/26/2024**

	MC2 Civil LLC	TLC Construction Contract Services
Gand Total	\$3,464,115.00	\$4,419,903.00
DAYS	465	465

ITEM NO.	Contract Item No.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	Unit Price	Amount	Variance	Unit Price	Amount	Variance
A SITE PREPARATION ITEMS											
1	DRAWING	DWG	PROJECT SIGN	EA	2.00	\$1,700.00	\$3,400.00	70%	\$1,260.00	\$2,520.00	26%
2	T00100001	HC 100	PREPARING ROW	STA	55.00	\$6,000.00	\$330,000.00	300%	\$9,468.00	\$520,740.00	531%
3	H00495007	HC 495	REMOVING OLD STRUCTURES – INLETS (ALL DEPTHS)	EA	1.00	\$3,000.00	\$3,000.00	400%	\$353.00	\$353.00	-41%
4	H00495008	HC 495	REMOVING OLD STRUCTURES – MANHOLES (ALL DEPTHS)	EA	2.00	\$3,000.00	\$6,000.00	500%	\$667.00	\$1,334.00	33%
5	H00500002	HC 500	REMOVE & RELOCATE SIGNS	LS	10.00	\$150.00	\$1,500.00	-40%	\$300.00	\$3,000.00	20%
6	H00500001	HC 500	REMOVE & RELOCATE MAIL BOX	EA	10.00	\$75.00	\$750.00	-85%	\$1,800.00	\$18,000.00	260%
7	H00501001	HC 501	TREE PROTECTION & TRIMMING	EA	30.00	\$250.00	\$7,500.00	-69%	\$582.00	\$17,460.00	-27%
8	H00130001	HC 130	BORROW	CY	9,000.00	\$42.00	\$378,000.00	223%	\$34.00	\$306,000.00	162%
9	H00463002	HC 463	REMOVE AND DISPOSE EXISTING ASPHALTIC SURFACE AND BASE MATERIAL (ALL DEPTHS)	SY	4,000.00	\$10.00	\$40,000.00	0%	\$12.00	\$48,000.00	20%
10	H00250002	HC 250	CONSTRUCTION PERIMETER FENCE	LF	5,000.00	\$2.50	\$12,500.00	-50%	\$11.00	\$55,000.00	120%
Subtotal of Item A						Subtotal	\$782,650.00		Subtotal	\$972,407.00	
B PAVING											
11	H00220002	HC 220	LIME TREATED SUBGRADE (8" THICK)	SY	5,000.00	\$12.00	\$60,000.00	140%	\$24.00	\$120,000.00	380%
12	H00250001	HC 250	HOT MIX ASPHALTIC CONCRETE	TON	3,000.00	\$105.00	\$315,000.00	5%	\$156.00	\$468,000.00	56%
13	H00250002	HC 250	HMAC TACK COAT	GAL	2,500.00	\$4.00	\$10,000.00	-60%	\$6.00	\$15,000.00	-40%
14	H00340004	HC 250	ASPHALTIC CONCRETE SURFACING FOR LEVEL UP (SPECIFY THICKNESS)	TON	1,000.00	\$130.00	\$130,000.00	24%	\$175.00	\$175,000.00	67%
Subtotal of Item B						Subtotal	\$515,000.00		Subtotal	\$778,000.00	
C DRAINAGE											
15	H00429001	HC 429	TRENCH EXCAVATION PROTECTION (DEPTHS > 5 FEET)	LF	2,500.00	\$1.00	\$2,500.00	-60%	\$0.48	\$1,200.00	-81%
16	H00460003	HC 460	REINFORCED CONCRETE PIPE (CL III)(24 IN)	LF	800.00	\$275.00	\$220,000.00	282%	\$216.00	\$172,800.00	200%
17	H00471002	HC 471	PRECAST CONCRETE STANDARD MANHOLE (5 FT ≤ DEPTH ≤ 10 FT)	EA	2.00	\$7,000.00	\$14,000.00	133%	\$6,864.00	\$13,728.00	129%
18	H00472002	HC 472	INLET COMPLETE (TY A) (SPL-1)(MOD)(BRIDGE AREA)	EA	5.00	\$4,600.00	\$23,000.00	15%	\$5,993.00	\$29,965.00	50%
19	H00491001	HC 491	REINFORCED CONCRETE SLOPE PAVING (5")	SY	800.00	\$25.00	\$20,000.00	-91%	\$156.00	\$124,800.00	-41%
20	H00491002	HC 491	REINFORCED CONCRETE SLOPE PAVING (4") - MOW STRIP	SY	1,000.00	\$10.00	\$10,000.00	-80%	\$109.00	\$109,000.00	118%
21	H1100002	HC 110	ROADSIDE DITCH REGRADING	LF	3,000.00	\$6.00	\$18,000.00	-40%	\$13.00	\$39,000.00	30%
22	H1200001	HC 120	CHANNEL EXCAVATION	CY	10,320.00	\$38.00	\$392,160.00	90%	\$30.00	\$309,600.00	50%
23	H00493001	HC 493	RIPRAP GRADATION-1 (MIN. 18")	SY	500.00	\$100.00	\$50,000.00	14%	\$226.00	\$113,000.00	157%
Subtotal of Item C						Subtotal	\$749,660.00		Subtotal	\$913,093.00	
D TRAFFIC CONTROL PLAN											

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ITEM NO.	Contract Item No.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	Unit Price	Amount	Variance	Unit Price	Amount	Variance
24	H00665003	HC 665	WORK ZONE PAVEMENT MARKINGS 4" WHITE/SOLID (REMOVABLE) FURNISHED - APPLIED & REMOVED	LF	10,000.00	\$ 0.80	\$8,000.00	33%	\$ 1.00	\$10,000.00	67%
25	H00665006	HC 665	WORK ZONE PAVEMENT MARKINGS 4" YELLOW/SOLID (REMOVABLE) FURNISHED- APPLIED & REMOVED	LF	10,000.00	\$ 0.80	\$8,000.00	7%	\$ 1.00	\$10,000.00	33%
26	H00671003	HC 710	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	10.00	\$ 1,100.00	\$11,000.00	-86%	\$ 7,040.00	\$70,400.00	-12%
27		DRG	FLASHING ARROW BOARD	HR	1,000.00	\$ 9.20	\$9,200.00	-39%	\$ 3.00	\$3,000.00	-80%
28	H00671001	HC 671	TEMPORARY COMMERCIAL DRIVEWAYS - FURNISH-INSTALL & REMOVE	EA	10.00	\$ 1,700.00	\$17,000.00	-53%	\$ 2,428.00	\$24,280.00	-33%
Subtotal of Item D						Subtotal	\$53,200.00		Subtotal	\$117,680.00	
E	SIGNING AND PAVEMENT MARKINGS										
29	H00624001	HC 624	ALUMINUM SIGNS (GROUND MOUNTED)- FURNISH & INSTALL	EA	20.00	\$250.00	\$5,000.00	108%	\$480.00	\$9,600.00	300%
30	H00660006	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" YELLOW/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	5,000.00	\$0.70	\$3,500.00	-44%	\$2.00	\$10,000.00	60%
31	H00660005	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" YELLOW/DASHED - FURNISH & APPLIED	LF	2,000.00	\$0.85	\$1,700.00	-32%	\$2.00	\$4,000.00	60%
32	H00660002	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/DASHED - FURNISH & APPLIED (15' OVER 40')	LF	1,000.00	\$0.85	\$850.00	-32%	\$2.00	\$2,000.00	60%
33	H00660004	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	5,000.00	\$0.70	\$3,500.00	-44%	\$2.00	\$10,000.00	60%
34	H00660010	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 8" WHITE/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	1,000.00	\$1.70	\$1,700.00	36%	\$3.00	\$3,000.00	140%
35	H00660011	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 12" WHITE/SOLID - FURNISH & APPLIED	LF	200.00	\$4.50	\$900.00	125%	\$5.00	\$1,000.00	150%
36	H00660013	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 24" WHITE/SOLID - FURNISH & APPLIED	LF	150.00	\$10.00	\$1,500.00	186%	\$13.00	\$1,950.00	271%
37	H00663004	HC 660	REFLECTORIZED PAVEMENT MARKERS TYPE II- C-R - FURNISH & INSTALL	EA	150.00	\$7.00	\$1,050.00	40%	\$8.00	\$1,200.00	60%
38	H00663007	HC 660	NON-REFLECTORIZED CERAMIC TRAFFIC BUTTONS (WHITE) - FURNISH & INSTALL	EA	150.00	\$6.00	\$900.00	50%	\$6.00	\$900.00	50%
39	H00674007	HC 660	REMOVING PAVEMENT STRIPING & MARKINGS (4" WIDTH, ANY COLOR/DASHED) (15' OVER 40')	LF	3,000.00	\$1.10	\$3,300.00	10%	\$1.00	\$3,000.00	0%
40	H00674008	HC 663	REMOVING PAVEMENT MARKINGS (ANY BUTTON)	EA	100.00	\$1.30	\$130.00	-88%	\$1.00	\$100.00	-91%
41	H00674006	HC 663	NON-REFLECTORIZED CERAMIC TRAFFIC BUTTONS (WHITE) - FURNISH & INSTALL	EA	150.00	\$6.00	\$900.00	20%	\$6.00	\$900.00	20%
Subtotal of Item E						Subtotal	\$24,930.00		Subtotal	\$47,650.00	

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	MC2 Civil LLC		TLC Construction Contract Services	
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DAYS	465		465	

ITEM NO.	Contract Item No.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	Unit Price	Amount	Variance	Unit Price	Amount	Variance
F	STRUCTURE										
42	400-7010	7010	CEM STABIL BKFL	CY	90.00	\$150.00	\$13,500.00	-34%	\$106.00	\$9,540.00	-54%
43	400-7001	7001	STRUCTURAL EXCAVATION	CY	150.00	\$10.00	\$1,500.00	-71%	\$36.00	\$5,400.00	3%
44	496-6008	6008	REMOVE STRUCTURE (BOX CULVERT)	LF	100.00	\$120.00	\$12,000.00	-26%	\$154.00	\$15,400.00	-6%
45	416-7005	7005	DRILL SHAFT (30 IN)	LF	360.00	\$820.00	\$295,200.00	191%	\$576.00	\$207,360.00	104%
46	420-7012	7012	CL C CONC (ABUT)	CY	40.00	\$3,000.00	\$120,000.00	99%	\$3,023.00	\$120,920.00	101%
47	422-7001	7001	REINF CONC SLAB	SF	1,800.00	\$85.00	\$153,000.00	253%	\$64.00	\$115,200.00	165%
48	422-7013	7013	APPROACH SLAB	CY	48.00	\$1,600.00	\$76,800.00	75%	\$579.00	\$27,792.00	-37%
49	425-7001	7001	PRESTR CONC GIRDER (TX28)	LF	238.00	\$425.00	\$101,150.00	-6%	\$739.00	\$175,882.00	63%
50	450-7030	7030	RAIL (TY C1W)	LF	120.00	\$500.00	\$60,000.00	75%	\$384.00	\$46,080.00	35%
51	434-6002	6026	LAMINATED ELASTOMERIC BEARING PAD (Min. 50 DUROMETER)	EA	8.00	\$100.00	\$800.00	-82%	\$420.00	\$3,360.00	-26%
52	423-7001	7001	RETAINING WALL (MSE)-WING WALL	SF	400.00	\$10.00	\$4,000.00	-86%	\$256.00	\$102,400.00	266%
53	500-6001	6001	MOBILIZATION (CRANE LIFTING GIRDER, EQUIPMENT ETC)	LS	1.00	\$165,000.00	\$165,000.00	136%	\$364,584.00	\$364,584.00	421%
54	454-7003	7003	ARMOR JOINT (SEALED)	LF	60.00	\$130.00	\$7,800.00	-41%	\$341.00	\$20,460.00	56%
55	540-7002	7002	MTL W-BEAM GD FEN (STEEL POST)	LF	120.00	\$320.00	\$38,400.00	811%	\$42.00	\$5,040.00	20%
56	427-7004	7004	SILICONE RESIN PAINT FINISH	SF	600.00	\$3.00	\$1,800.00	-99%	\$6.00	\$3,600.00	-98%
57	432-7043	7043	RIPRAP STONE PROTECTION (18")	CY	420.00	\$250.00	\$105,000.00	2066%	\$226.00	\$94,920.00	1858%
Subtotal of Item F						Subtotal	\$1,155,950.00		Subtotal	\$1,317,938.00	
G	STORM WATER POLLUTION PREVENTION PLAN										
58	H00162001	HC 162	SODDING FOR EROSION CONTROL (VARIOUS WIDTHS)	SY	200.00	\$10.00	\$2,000.00	150%	\$12.00	\$2,400.00	200%
59	H00165001	HC 165	HYDRO-MULCH SEEDING	AC	1.00	\$3,000.00	\$3,000.00	100%	\$5,245.00	\$5,245.00	250%
60	H00713001	HC 713	FILTER FABRIC FENCE, FURNISH AND REMOVE	LF	2,500.00	\$4.00	\$10,000.00	233%	\$3.00	\$7,500.00	150%
61	H00719001	HC 719	INLET PROTECTION BARRIER, FURNISH, INSTALL, AND REMOVE	LF	100.00	\$10.00	\$1,000.00	0%	\$11.00	\$1,100.00	10%
62	H00724001	HC 724	STABILIZED CONSTRUCTION ACCESS, FURNISH, INSTALL, AND REMOVE	SY	1,000.00	\$41.00	\$41,000.00	37%	\$29.00	\$29,000.00	-3%
63	H00751001	HC 751	SWPPP INSPECTION AND MAINTENANCE	MO	10.00	\$800.00	\$8,000.00	-60%	\$717.00	\$7,170.00	-64%
Subtotal of Item G						Subtotal	\$65,000.00		Subtotal	\$52,415.00	

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H			** EXTRA WORK ITEMS-MISCELLENOUS								
64	H00110002		SPECIAL ROADWAY EXCAVATION	CY	1,315.00	\$35.00	\$46,025.00	250%	\$22.00	\$28,930.00	120%
65	H00160001		FURNISHING AND PLACING TOPSOIL	CY	200.00	\$25.00	\$5,000.00	150%	\$45.00	\$9,000.00	350%
66	7306003		EXTRA MOWING	AC	2.00	\$500.00	\$1,000.00	150%	\$420.00	\$840.00	110%
67	H00672001		OFF-DUTY UNIFORMED PEACE OFFICERS	HR	500.00	\$65.00	\$32,500.00	155%	\$90.00	\$45,000.00	253%
68	H00671003		PORTABLE TRAFFIC BARRIER, FURNISH AND INSTALL	LF	500.00	\$20.00	\$10,000.00	-33%	\$149.00	\$74,500.00	397%
69	5126025		PORTABLE TRAFFIC BARRIER, MOVE	LF	100.00	\$7.00	\$700.00	-65%	\$23.00	\$2,300.00	15%
70	H0450002		COMBIINATION RAILING	LF	150.00	\$150.00	\$22,500.00	25%	\$401.00	\$60,150.00	234%
Subtotal of Item H						Subtotal	\$117,725.00		Subtotal	\$220,720.00	

	\$3,464,115.00		\$4,419,903.00	
DAYS	0		0	
ACTUAL AMT	\$3,464,115.00		\$4,419,903.00	
ERROR DIFF	\$0.00		\$0.00	

\$955,788.00

BID DIFF from next lower




COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	MC2 Civil LLC		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 22 yrs
Federal ID # or S.S. #	54-2073440	SAM.gov Unique Entity ID # DULNEL2KZ8T9	
SAM.gov CAGE / NCAGE	85X83		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	14115 Luthe Rd Ste 100		
City/State/Zip	Houston, TX 77039		
Physical Address	SAME AS ABOVE		
City/State/Zip	SAME AS ABOVE		
Phone Number	713.896.3141		
E-mail	estimating@mc2civil.com		
Contact Person	Anthony Colombo, President		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ <u>Exp Date</u> _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 <input checked="" type="checkbox"/> _____	
NAICs codes (Please enter all that apply)	237130		
Signature of Authorized Representative			
Printed Name	Anthony Colombo		
Title	President		
Date	12/17/2024		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Construction of Long Point Creek Channel Rehabilitation and Conveyance
Improvements for Fort Bend County Drainage District
BID 25-027*

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, December 17, 2024
2:00 PM (Central)

LABEL ENVELOPE:

BID 25-027
Long Point Creek Channel Rehab

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

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

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

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

Requests for information must be in
writing and directed to:
Brooke Lindemann
Contracts Manager
Brooke.Lindemann@fortbendcountytexas.gov

Vendor Responsibilities:

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

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.

If a pricing form in Excel is included and/or 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 all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Brooke Lindemann, Contracts Manager, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Brooke.Lindemann@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole

responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, December 10, 2024 at 9:30AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or

services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

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

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the Construction of Long Point Creek Channel Rehabilitation and Conveyance Improvements, hereinafter referred to as the "Project," as specified herein.

- 2.1 *Work* means the procurement, delivery and proper construction and/or

installation of all materials and facilities and associated appurtenances necessary to fulfill the winning bidder's obligations (hereinafter the "Contractor") under the Contract as awarded for the Project specified herein, including the coordination and administration of all services necessary for Contractor, and/or its agents and/or subcontractors, to fulfill Contractor's obligations under the Contract.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, December 3, 2024 at 9:30 AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$1,500.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

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

5.0 COMPLETION TIME & PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the County Auditor, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 5.2.2 Provided a customary, accurate and complete application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application

deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.

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

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

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

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

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

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

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

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

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

- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

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

7.0 RIGHT TO ASSURANCE:

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

8.0 PERFORMANCE & PAYMENT BONDS:

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

Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

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

10.0 INSURANCE:

- 10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident.

The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

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

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters

no matter when they arise.

- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance 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.

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 **	

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 **

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. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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.

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:

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

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

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

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

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

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

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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

14.1.1 On written demand as requested by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 On written demand as requested by Fort Bend County, review drawings and specifications with the Engineer to permit the Contractor and the

Engineer to determine the compliance of the proposed facility with applicable building codes.

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

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

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

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

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

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably

necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

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

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in

the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

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

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or

the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such

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

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:
- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
 - b) Abnormal weather conditions;
 - c) Acts or failures to act of the County, third party utility owners or other third – party entities; and
 - d) Acts of war or terrorism.

Contractor and the County agree and stipulate that an extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of the County that constitute fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such conduct. For delays caused by any act(s) other than fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, those damages prohibited or limited in Sections 14.15.1 – 14.15.8 below. The County's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, in response to any breach or failure by the Contractor to comply with the terms of the Contract Documents or the Contractor's obligations arising therefrom, shall not be construed as intentional interference with Contractor's performance of the Work

regardless of the extent or frequency of the County's exercise of such rights or remedies.

Without limiting the foregoing, except as otherwise expressly provided in this Agreement in calculating the amount of any claim recoverable by Contractor, the following limitations on the recovery of damages shall apply:

14.15.1 No indirect or consequential damages will be allowed.

14.15.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

14.15.3 Damages, to the extent recoverable, are limited to the additional, actual costs specifically shown to have been directly incurred by the Contractor and solely caused by the proven wrong.

14.15.4 No damages will be allowed for home office overhead or other home office charges.

14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.

14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.

14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.

14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$1,500.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 TERMINATION:

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

- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise commits substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
 - 15.2.3 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.
- 15.3 Termination for Convenience of Fort Bend County
- Fort Bend County reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.
- 15.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
 - 15.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:

15.3.2.1 Stop all work.

15.3.2.2 Place no further subcontracts or orders for materials or services.

15.3.2.3 Terminate all subcontracts for convenience.

15.3.2.4 Cancel all materials and equipment orders as applicable.

15.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

15.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

15.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

16.0 COMPLETION, TRANSFER, & ACCEPTANCE:

16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.

17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.

17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

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

19.0 NOTICE

19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Drainage District, 1124 Blume Rd, Rosenberg, TX 77471, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

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

20.0 RECORDS:

20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared

pursuant to the Contract by Contractor.

- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS & ASSIGNS:

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

22.0 PUBLIC CONTACT:

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

23.0 MODIFICATIONS:

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

24.0 SILENCE OF SPECIFICATIONS:

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

25.0 SEVERABILITY:

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

26.0 GOVERNING FORMS:

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

27.0 TAX EXEMPT:

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

28.0 ENTIRE AGREEMENT:

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

29.0 APPLICABLE LAW & VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

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

Enclosure #1 – Specifications and Plans

31.0 PRICING:

Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return to Purchasing as stated in Section 1.4 and 1.5.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 465 calendar days (maximum 465 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Drainage District.

33.0 AWARD:

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

34.0 TEXAS ETHICS COMMISSION FORM 1295:

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

34.2 On-line instructions:

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

34.2.2 Identification number used by the governmental entity is: B25-027.

34.2.3 Description is the title of the solicitation: Construction of Long Point Creek Channel Rehabilitation and Conveyance Improvements.

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

35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

35.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does

not boycott Israel and will not boycott Israel during the term of this Agreement.

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

36.0 HUMAN TRAFFICKING:

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

37.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been caused by the sole or partial negligence, fault or strict liability of any indemnitee.

Indemnity for all other claims. For all claims not addressed in the preceding section or section 11.0 above, including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents, representatives, employees or subcontractors of any tier.

38.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in

controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

39.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete and return with submission

- 39.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy
- 39.2 Vendor Form
- 39.3 W9 Form
- 39.4 Tax Form/Debt/Residence Certification
- 39.5 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet
Bid 25-027**

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

This memorandum of agreement made and entered into on the 28 day of January, 20 25,
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
MC2 Civil LLC (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Long Point Creek
Channel Rehabilitation and Conveyance Improvements for Fort Bend County Drainage District**, which are
hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute
the full agreement and contract between parties and for furnishing the items set out and described; the County agrees
to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 4 day of February, 20 25.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Anthony Colombo, President
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MC2 Civil 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) 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. <input type="checkbox"/> 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.) 14115 Luthe Rd Ste 100	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77039	
	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.

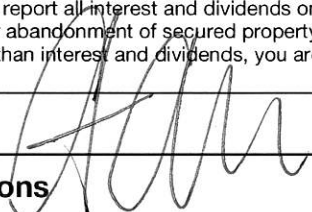
Social security number								
			-					
or								
Employer identification number								
5	4		-	2	0	7	3	4
								0

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 ▶ 12/17/2024
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General Instructions

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

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

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.: B25-027

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

Taxpayer Identification Number (T.I.N.): 54-2073440

Company Name submitting Bid/Proposal: MC2 Civil LLC

Mailing Address: 14115 Luthe Rd Ste 100 Houston TX 77039

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**

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 **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 MC2 Civil 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:

MC2 Civil LLC

(Company/Contractor)

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

Contractor Signature

A handwritten signature in black ink, appearing to read "AC", is written over a horizontal line.

12/17/2024

Date

Anthony Colombo, President

Printed Name

Title

mc² | c i v i l References

14115 Luthe Road, Suite 100
Houston, TX 77039
713-896-3141
713-896-3142 FAX

EIN # 54-2073440

Banking References:



Sandy Ward
Bank of America
Senior Client Manager
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Surety Contact:

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Barry & Capers, P.C.
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281-242-6717 Fax
rbarry@barrycaperscpa.com

Trade References:

Gulf Coast Stabilized Materials
15620 Collections Center Drive
Chicago, IL 60693
713-297-1244
Clifton Bullard
Clifton.Bullard@lehighhanson.com

Century Asphalt Materials
P.O. Box 187
Houston, TX 77001
713-292-2880
Chrystal Zink
czink@centuryasphalt.com

mc² | c i v i l References

Ferguson Waterworks
15711 Eastex Freeway
Humble, Texas 77396
713-675-2211
281-441-2823 Fax
Noah Bosch-Wilson
Noah.bosch-wilson@ferguson.com

Rinker Materials
6560 Langfield Road, Suite 3
Houston, Texas 77092
832-590-5400
832-590-5499 Fax
Emily Anthony
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Romco Equipment Company
8450 Breen Drive
Houston, Texas 77064
713-937-3005
713-937-7541-Fax
Tommy Thompson
tthompson@romco.com

Holes Incorporated
9911 Franklin
Houston, Texas 77070
281-898-1761
281-469-6207 Fax
Mariana Morales
mariana@holesinc.com

Project Owner References:

Texas Department of Transportation
Quincy Allen, PE
District Engineer
7600 Washington Ave
Houston, TX 77007
E:quincy.allen@txdot.gov
P: 713-802-5000
Services Provided: Roadway construction
including storm drainage, base, concrete,
Asphalt paving, bridge repair & rehabilitation

Houston Downtown Management District
Brett DeBord
Director of Construction
1119 Milam Street
Houston, TX 77002
E:brett@downtowndistrict.org
P: 713-223-2003
Services Provided: Major roadway paving
& drainage rehabilitation of Allen Roadway

City of Galveston – Public Works Department
Trina Jankowski
Construction Project Coordinator
823 Rosenberg
Galveston, TX 77550
E:TJankowski@GalvestonTX.Gov
P: 409-797-3960
Services Provided: Street reconstruction &
rehabilitation including underground utilities,
water sanitary, storm, concrete & asphalt paving

City of Bellaire
Cristin Emshoff
Asst. Director of Development Services
7008 S Rice Ave
Bellaire, TX 77401
E:cemshoff@bellairetx.gov
P: 713-662-8157
Service Provided: Concrete & asphalt
paving, repairs, storm drainage repair &
replacement, sidewalk & driveways

City of Houston
Lagnesh Varshney
Managing Engineer
611 Walker Street
Houston, TX 77002
E:lagnesh.varshney@houstontx.gov
P: 832-395-2500
Services Provided: Street reconstruction &
rehabilitation, underground utilities, water
sanitary & storm, concrete & asphalt paving

Brooks and Sparks, Inc.
Daniel Wagner
Sr. Construction Manager
21020 Park Row
Katy, TX 77449
E:danielw@brooksandsparks.com
P: 281-578-9595
Services Provided: Underground utilities,
sanitary water & storm sewer

Contract	Description	Orig Contract
170217-	HCTRA CONTRACT #337 FOR ABRAMS	\$ 1,232,000.00
180211-	CITY OF HOUSTON NSR 468 N-000401-0001-4	\$ 6,867,693.62
190235-	HC 19/0265 RECONSTRUCT CLEBURNE - ENNIS TO SCOTT - PCT 1	\$ 10,378,513.90
200220-	5 CO'S-108" WL WEST SEG(MILNER:ALDINE WESTFIELD) S-*-0157-4	\$ 11,057,273.40
200233-	FBC MUD #174 FM 359 AT POLO RANCH BLVD TURN LANE	\$ 493,994.60
210219-	COH BIKEWAYS DEVELOPMENT & IMPROVEMENTS N-321040-0040-4	\$ 1,378,500.00
210248-	TxDOT MONTGOMERY LP 494 INTERSECTION IMPROVEMENT 0177-14-037	\$ 1,321,754.75
210253-	HCMUD #171 FM 529 PHASE 2 IMPROVEMENTS	\$ 1,396,129.21
220204-	TxDOT HARRIS SH-249 FD CONC & ASPH REPAIR 6393-86-001	\$ 1,743,010.00
220211-	COH WINFERN ROAD: CLAY RD TO W WINGFOOT RD N-321040-0056-4	\$ 3,318,805.50
220225-	TxDOT HARRIS IH-610 ASPHALT REPAIRS 6397-62-001	\$ 2,633,600.00
220229-	WESTWOOD MAGNOLIA PKWY ID - WOODTRACE, WEST LN & TAMINA RD	\$ 1,806,203.60
220231-	HCFCD - SMITH ROAD CHANNEL DIVERSION PROJECT (84" RCP)	\$ 11,338,254.50
220232-	CONROE - 2020-09 TRUNK LINE REPLACEMENT STEWARTS CREEK	\$ 11,360,389.00
220236-	TxDOT GALVESTON SH-146 ASPHALT PAVEMENT REPAIR 6404-33-001	\$ 695,675.00
220249-	TRAF-TEX KENDALL LAKES SH-35 AT CORAL TRAIL - INTER IMPROV	\$ 268,500.00
220324-	MONT CO MUD 128A BRIDGE TERALYN WOODS PARKWAY EXTENSION PH 4	\$ 1,588,482.00
220330-	TxDOT FORT BEND IH-69 BRIDGE AT OYSTER CREEK 0027-12-158	\$ 5,893,966.50
230209-	TxDOT HARRIS FM-529 INTERSECTION IMPROVEMENTS 1006-01-080	\$ 355,217.20
230214-	TxDOT BRAZORIA FM 521 ASPHALT TURN LANE 1004-01-065	\$ 532,257.18
230222-	TxDOT WALLER US 290 ASPHALT REPAIR 6423-94-001	\$ 496,450.00
230230-	TX MATL-GULF COAST/TxDOT HARRIS IH 10 WASHINGTON 0271-07-324	\$ 519,780.00
230239-	HC MUD #71 BUNDY LAKE MONUMENT REMOVAL	\$ 96,000.00
230249-	TIRZ 13 SAWYER & EDWARDS ST MULTIMODAL IMPROVEMENTS	\$ 1,101,305.41
230307-	HARRIS COUNTY PCT 1 PEDESTRIAN BRIDGE REPLACEMENT 23/0001	\$ 447,264.00
240205-	TEXAS MAT'L/TxDOT HARRIS IH-610 FDCR & CURB 0271-16-167	\$ 558,126.00
240212-	ENCINO ESTATES, LTD. - ENCINO ESTATES ASPHALT OVERLAY	\$ 504,214.00
170214-	CITY OF HOUSTON 60" WATERLINE ROCKHILL TO DIXIE DRIVE	\$ 18,924,016.73
210221-	WHCRWA SEGMENT S3-A3 LAKESIDE FOREST LANE - IH-10 FRTG RD	\$ 18,233,571.00
220222-	TxDOT CHAMBERS IH-10 BRIDGE MAINTENANCE 0508-02-132	\$ 1,744,247.60
240207-	CLEARPAVE FM 359 AT CANDELA PARK DRIVE HMAC MILL & OVERLAY	\$ 244,554.00

Contract	Description	Orig Contract	% Complete
190234-	COH LARGE DIA VALVE REPLACEMENT - PACKAGE #2 S-000701-0036-4	\$ 4,495,075.50	95%
210226-	LAKE JACKSON DOWNTOWN REVITALIZATION PHASE 3 #18-15-1603	\$ 7,267,190.90	98%
210244-	HC 21/0287 IMPROV VARIOUS ROAD NEAR TSU (PH II) PCT 1	\$ 10,931,798.75	96%
210246-	COH REHAB ABOVE GRADE CROSSINGS - PACKAGE 2 S-000701-0024-4	\$ 2,836,035.00	99%
210260-	TxDOT BRAZORIA SH-288 ASPHALT REPAIR 6390-02-001	\$ 834,618.00	88%
210261-	TxDOT WEST HARRIS IH-10 ASPHALT REPAIR & JT SEAL 6390-22-001	\$ 680,800.00	92%
210262-	BRIDGELAND-HCMUD #428 SH-99 NB RTL BRIDGELAND CREEK PARKWAY	\$ 495,429.10	1%
220201-	FIVE COMPANIES NHCRWA 249 PUMP STATION LARGE DIA WATER LINES	\$ 5,050,000.00	99%
220206-	CITY OF VICTORIA - BEN WILSON ST - AIRLINE RD TO BU-59	\$ 7,233,127.50	99%
220210-	COH 72" W/L KIPLING, WOODHEAD & BRANARD S-000900-0135-4	\$ 30,986,220.00	96%
220221-	PASADENA E.D.C. RICHEY ST ROADWAY & PEDESTRIAN IMPROV #S110	\$ 2,953,225.00	92%
220230-	HARRIS CO 22/0230 ASPHALT PAVING IMPROVEMENTS PCT 4	\$ 9,344,910.00	71%
220234-	TxDOT GALVESTON SH-3 HAZARD ELIMINATION (SET'S) 0051-03-119	\$ 1,131,153.80	96%
220237-	TxDOT MONTGOMERY IH-45 CONCRETE STRUCTURE REPAIR 6403-24-001	\$ 1,062,525.00	95%
220240-	COH TDO CITY WIDE CONCRETE PANEL REPLACEMENT N-320655-MA20-4	\$ 17,635,140.00	44%
220243-	TxDOT HARRIS SL-8 FULL DEPTH CONCRETE REPAIR 6410-33-001	\$ 2,490,400.00	89%
220245-	RJA-TxDOT LIBERTY SH-99 GEN MAINT 6399-15-001	\$ 401,542.50	2%
220246-	NFBWA SEGMENT 11A NFB00-61(S11A) 36" WATER LINE	\$ 7,292,952.00	95%
220308-	BRIDGELAND CREEKLAND CONVEYANCE CHANNEL LANDSCAPE	\$ 5,618,470.10	77%
220310-	TxDOT COLORADO FM109 CUMMINS CREEK BRIDGE 0716-02-045	\$ 6,985,517.21	98%
220312-	SIENNA L.I.D. PUMP STATION CONVERSION SIENNA AT THE WOODS	\$ 3,093,450.00	92%
220314-	FORT BEND CO. L.I.D. #7 STORM WATER PUMP STATION EXPANSION	\$ 21,785,926.30	97%
220334-	FORT BEND CO. L.I.D. #2 THELAN PUMP STATION EXPANSION	\$ 8,694,240.00	93%
230201-	HCID #23 - EAST RIVER PHASE 1 - JENSEN DRIVE IMPROVEMENTS	\$ 1,960,128.80	99%
230203-	COH - KIRKWOOD PAVING & DRAINAGE (BRIAR FOREST-WESTHEIMER)	\$ 21,451,296.00	52%
230204-	COH 48" COND ASSESS ALONG BELLFORT & HOLMES S-000901-0016-4	\$ 2,696,181.75	97%
230208-	RJA-TxDOT HARRIS IH-45 S GEN MAINT 6404-39-001	\$ 1,422,995.00	0%
230210-	TxDOT BRAZORIA SH-288 ROADWAY REHABILITATION 0111-08-124	\$ 2,068,826.46	99%
230211-	COH - AIRPORT LANDSIDE PAVEMENT REPAIRS H73-OCLPR-2023-005	\$ 600,000.00	0%
230216-	RJA-TxDOT HARRIS SH-99 NORTH GEN MAINT 6391-55-001	\$ 345,700.00	15%
230217-	TxDOT HARRIS SL-8 FULL DEPTH CONCRETE & STRIPING 6422-79-001	\$ 1,240,527.55	98%
230218-	TxDOT HARRIS SL-8 RECONSTRUCT FRONTAGE ROAD 3256-01-118	\$ 50,277,747.82	68%
230219-	LONE STAR PAVING/TxDOT TRAVIS SH-130 CONC REPAIR 6340-46-001	\$ 2,583,150.00	98%
230221-	HCTRA #392 MAIN LANE & RAMP TOLL PLAZA MODIFICATIONS 23/0079	\$ 4,930,722.22	98%
230223-	HARRIS CO 23/0190 ASPHALT PAVING IMPROVEMENTS PCT 3	\$ 5,434,575.00	23%
230224-	HCTRA #395 MAIN LANE & RAMP TOLL PLAZA MODIFICATIONS 23/0168	\$ 3,820,535.74	96%
230225-	COH WYNNEWOOD ACRES DRAINAGE & PAVING M-410014-0001-4	\$ 12,620,511.00	3%
230226-	COH FORCE MAIN DIVERSION SAGEMONT TO SE WWTP R-000536-0033-4	\$ 20,163,821.00	32%
230227-	TxDOT HARRIS SH-288 INSTALL/UPGRADE DRAINAGE 0598-01-105 ETC	\$ 33,795,217.80	22%
230228-	HCFC D - CLOVERLEAF AREA DRAINAGE IMPROVEMENTS 23/0118	\$ 13,947,205.00	60%
230229-	BRISTON V.A. MED CENTER SUB STORM DRAINAGE & W/L ADJUSTMENT	\$ 695,000.00	18%
230231-	TxDOT HARRIS CS INTERSECTION MODIFICATIONS 0912-72-641	\$ 1,979,985.97	45%
230232-	TxDOT HARRIS CS INTERSECTION MODIFICATIONS 0912-72-642	\$ 1,234,892.41	43%
230233-	COH MAGNOLIA PARK SEC 2 DRAIN & PAVING PH 18 M-410015-001B-4	\$ 15,255,728.35	15%
230235-	TxDOT BRAZORIA CR REPLACE BRIDGES 0912-31-323	\$ 3,799,246.85	73%
230236-	TxDOT WASHINGTON US-290 BRIDGE REPAIR 0114-10-104	\$ 2,162,426.54	85%
230237-	METRO BOOST 82 WESTHEIMER SECTIONS 1 & 3	\$ 8,614,423.74	10%
230238-	TxDOT LIBERTY US-90 FULL DEPTH CONCRETE REPAIR 6417-85-001	\$ 1,848,245.00	39%
230240-	TxDOT GALVESTON VA HIKE & BIKE TRAIL 0912-73-215	\$ 7,167,628.34	45%
230241-	TxDOT GALVESTON FM 2094 FULL DEPTH CONC REPAIR 6419-95-001	\$ 930,134.37	17%
230242-	NHCRWA PROJECT 31C	\$ 19,497,814.50	19%
230243-	HCFC D - HALLS BAYOU TRIBUTARY P118-14-00 IMPROVEMENTS	\$ 2,409,965.15	36%
230244-	TxDOT BRAZORIA SH-288 BRIDGE RAIL UPGRADE 6431-44-001	\$ 205,771.00	68%
230245-	HC 23/0429 CHANNEL E132-00-00 MITIGATION PROJECT PCT 3	\$ 24,831,310.00	23%
230246-	HC 23/0420 RECONSTRUCT TREASCHWIG RD (SEGMENT A) PCT 3	\$ 18,890,335.00	14%
230247-	LONE STAR PAVING/TxDOT TRAVIS SH-130 CONC REPAIR 6340-47-001	\$ 11,301,633.00	45%
230248-	FORT BEND CO. 24-018 OYSTER CREEK CHANNEL BANK STAB PH IV	\$ 2,978,595.00	80%
230250-	HC 21/0366 KOWIS LANDSCAPE MAINTENANCE 8/23 - 8/26	\$ 48,783.00	1%
230313-	COH TREE LANE EMERGENCY REPAIR	\$ 874,690.00	8%

Current Projects as of 08/2024

230321-	BLUERIDGE TRANS GROUP SH-288 TOLL LANES APPROACH SLAB REPAIR	\$	3,050,750.98	95%
230323-	ALLGOOD/ FORT BEND CO BRANDT RD BRIDGE	\$	1,932,631.60	99%
230325-	HARRIS CO. 23/0187 PEDESTRIAN BRIDGE - THE HILL AT SIMS PARK	\$	7,519,298.00	43%
230327-	FBGPTRA (SH-99) REPAIR BRIDGE OVER BRAZOS RIVER (#126-1001)	\$	10,897,169.00	33%
240201-	WILLIAMS BROS/ FBTRA WESTPARK TOLL GANTRY	\$	654,252.00	97%
240202-	NHCRWA PROJECT 28E	\$	10,994,515.00	53%
240203-	TEXAS MAT'L/TxDOT HARRIS US-90 FDCR & SPALLS 0028-02-099	\$	2,038,156.00	54%
240204-	TxDOT HARRIS SH-249 FDCR & ASPHALT REPAIR 6450-37-001	\$	3,156,875.00	19%
240206-	TxDOT GALVESTON SH-146 ASPHALT REPAIR 6461-71-001	\$	1,490,630.00	8%
240208-	GULFGATE/TIRZ 8 MOSLEY ROAD STREET REHAB N-T08000-0004-7	\$	6,170,217.00	3%
240209-	TxDOT HARRIS IH-610 DRAINAGE REPAIRS 6462-28-001	\$	596,282.00	1%
240210-	TxDOT GALVESTON FM-1764 CONCRETE REPAIR 6458-71-001	\$	1,469,076.48	1%
240211-	TxDOT HARRIS IH-10 CURB & GUTTER MAINTENANCE 6462-29-001	\$	686,400.00	1%
240214-	SWHRA/TIRZ 20 HARWIN DR AT GESSNER DR INTERSECTION RECONST	\$	4,976,645.00	3%
240215-	TxDOT WALLER US290 ASPHALT REPAIR 6462-91-001	\$	496,450.00	1%
240216-	TxDOT FORT BEND US59 ASPHALT REPAIR 6462-66-001	\$	538,200.00	1%
240217-	DEANCO KATY ISD ELEMENTARY #48 ASPHALT WIDENING	\$	107,737.50	1%
240218-	BTG SH288 PAVEMENT REPAIRS - JOINT & CRACK SEAL, FDCR, ETC.	\$	1.50	0%
240219-	BTG SH288 AT SIMS BAYOU HIKE & BIKE TRAIL	\$	1,360,985.00	9%
240220-	NHCRWA PROJECT 31B	\$	27,696,852.25	1%
240221-	WHCRWA NE METER STATION CONTRACT	\$	15,393,850.00	1%
240222-	WHCRWA SWSP KM6 CONTRACT 66-IN WATERLINE	\$	12,277,120.74	1%
240223-	TxDOT MONTGOMERY IH-45 HOV LANE IMPROVEMENTS 0110-04-209	\$	1,297,846.95	1%
240224-	TxDOT HARRIS IH-610 CONCRETE REPAIRS 6465-82-001	\$	5,629,750.00	3%
240225-	TxDOT GALVESTON FM-3005 CONC & ASPH REPAIRS 6456-03-001	\$	660,019.21	1%
240226-	BOYER-COH WESTRIDGE LIFTSTATION PAVING R-000267-128A-4	\$	612,535.00	11%
240227-	TxDOT BRAZORIA SH-288 CONCRETE REPAIRS 6463-63-001	\$	1,898,800.00	0%
240228-	TxDOT GALVESTON FM-2004 SIDEWALK 1911-01-022	\$	2,818,752.40	0%
240234-	SCR / BTG / TxDOT BRIDGE JOINT REPAIRS SH288 AT ALMEDA GENOA	\$	46,800.00	0%
240235-	DURWOOD GREENE/TxDOT BRAZORIA SH-35 FIBRECRETE 0178-03-156	\$	18,525.00	0%

Date: 11/17/2024

GRAND TOTAL AMOUNT:	\$3,464,115.00
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ITEM NO.	FBC Identifier	Spec No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A	SITE PREPARATION AND EARTHWORK						
1	DRAWING	DWG	PROJECT SIGN	EA	2.00	\$1,700.00	\$3,400.00
2	T00100001	HC 100	PREPARING ROW	STA	55.00	\$6,000.00	\$330,000.00
3	H00495007	HC 495	REMOVING OLD STRUCTURES – INLETS (ALL DEPTHS)	EA	1.00	\$3,000.00	\$3,000.00
4	H00495008	HC 495	REMOVING OLD STRUCTURES – MANHOLES (ALL DEPTHS)	EA	2.00	\$3,000.00	\$6,000.00
5	H00500002	HC 500	REMOVE & RELOCATE SIGNS	LS	10.00	\$150.00	\$1,500.00
6	H00500001	HC 500	REMOVE & RELOCATE MAIL BOX	EA	10.00	\$75.00	\$750.00
7	H00501001	HC 501	TREE PROTECTION & TRIMMING	EA	30.00	\$250.00	\$7,500.00
8	H00130001	HC 130	BORROW	CY	9,000.00	\$42.00	\$378,000.00
9	H00463002	HC 463	REMOVE AND DISPOSE EXISTING ASPHALTIC SURFACE AND BASE MATERIAL (ALL DEPTHS)	SY	4,000.00	\$10.00	\$40,000.00
10	H00250002	HC 250	CONSTRUCTION PERIMETER FENCE	LF	5,000.00	\$2.50	\$12,500.00
Subtotal of Item A							\$782,650.00
B	PAVING						
11	H00220002	HC 220	LIME TREATED SUBGRADE (8" THICK)	SY	5,000.00	\$12.00	\$60,000.00
12	H00250001	HC 250	HOT MIX ASPHALTIC CONCRETE	TON	3,000.00	\$105.00	\$315,000.00
13	H00250002	HC 250	HMAC TACK COAT	GAL	2,500.00	\$4.00	\$10,000.00
14	H00340004	HC 250	ASPHALTIC CONCRETE SURFACING FOR LEVEL UP (SPECIFY THICKNESS)	TON	1,000.00	\$130.00	\$130,000.00
Subtotal of Item B							\$515,000.00
C	DRAINAGE						
15	H00429001	HC 429	TRENCH EXCAVATION PROTECTION (DEPTHS > 5 FEET)	LF	2,500.00	\$1.00	\$2,500.00
16	H00460003	HC 460	REINFORCED CONCRETE PIPE (CL III)(24 IN)	LF	800.00	\$275.00	\$220,000.00
17	H00471002	HC 471	PRECAST CONCRETE STANDARD MANHOLE (5 FT ≤ DEPTH ≤ 10 FT)	EA	2.00	\$7,000.00	\$14,000.00
18	H00472002	HC 472	INLET COMPLETE (TY A) (SPL-1)(MOD)(BRIDGE AREA)	EA	5.00	\$4,600.00	\$23,000.00
19	H00491001	HC 491	REINFORCED CONCRETE SLOPE PAVING (5")	SY	800.00	\$25.00	\$20,000.00
20	H00491002	HC 491	REINFORCED CONCRETE SLOPE PAVING (4") - MOW STRIP	SY	1,000.00	\$10.00	\$10,000.00
21	H1100002	HC 110	ROADSIDE DITCH REGRADING	LF	3,000.00	\$6.00	\$18,000.00
22	H1200001	HC 120	CHANNEL EXCAVATION	CY	10,320.00	\$38.00	\$392,160.00
23	H00493001	HC 493	RIPRAP GRADATION-1 (MIN. 18")	SY	500.00	\$100.00	\$50,000.00
Subtotal of Item C							\$749,660.00
D	TRAFFIC CONTROL PLAN						
24	H00665003	HC 665	WORK ZONE PAVEMENT MARKINGS 4" WHITE/SOLID (REMOVABLE) FURNISHED -APPLIED & REMOVED	LF	10,000.00	\$0.80	\$8,000.00
25	H00665006	HC 665	WORK ZONE PAVEMENT MARKINGS 4" YELLOW/SOLID (REMOVABLE) FURNISHED-APPLIED & REMOVED	LF	10,000.00	\$0.80	\$8,000.00
26	H00671003	HC 710	TRAFFIC CONTROL - BARRICADES, BARRIERS, BARRELS, CONES, AND SIGNING	MO	10.00	\$1,100.00	\$11,000.00
27		DRG	FLASHING ARROW BOARD	HR	1,000.00	\$9.20	\$9,200.00
28	H00671001	HC 671	TEMPORARY COMMERCIAL DRIVEWAYS - FURNISH-INSTALL & REMOVE	EA	10.00	\$1,700.00	\$17,000.00
Subtotal of Item D							\$53,200.00

E	SIGNING AND PAVEMENT MARKINGS						
29	H00624001	HC 624	ALUMINUM SIGNS (GROUND MOUNTED)- FURNISH & INSTALL	EA	20.00	\$250.00	\$5,000.00
30	H00660006	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" YELLOW/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	5,000.00	\$0.70	\$3,500.00
31	H00660005	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" YELLOW/DASHED - FURNISH & APPLIED	LF	2,000.00	\$0.85	\$1,700.00
32	H00660002	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/DASHED - FURNISH & APPLIED (15' OVER 40')	LF	1,000.00	\$0.85	\$850.00
33	H00660004	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	5,000.00	\$0.70	\$3,500.00
34	H00660010	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 8" WHITE/SOLID - FURNISH & APPLIED (15' OVER 40')	LF	1,000.00	\$1.70	\$1,700.00
35	H00660011	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 12" WHITE/SOLID - FURNISH & APPLIED	LF	200.00	\$4.50	\$900.00
36	H00660013	HC 660	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 24" WHITE/SOLID - FURNISH & APPLIED	LF	150.00	\$10.00	\$1,500.00
37	H00663004	HC 660	REFLECTORIZED PAVEMENT MARKERS TYPE II-C-R - FURNISH & INSTALL	EA	150.00	\$7.00	\$1,050.00
38	H00663007	HC 660	NON-REFLECTORIZED CERAMIC TRAFFIC BUTTONS (WHITE) - FURNISH & INSTALL	EA	150.00	\$6.00	\$900.00
39	H00674007	HC 660	REMOVING PAVEMENT STRIPING & MARKINGS (4" WIDTH, ANY COLOR/DASHED) (15' OVER 40')	LF	3,000.00	\$1.10	\$3,300.00
40	H00674008	HC 663	REMOVING PAVEMENT MARKINGS (ANY BUTTON)	EA	100.00	\$1.30	\$130.00
41	H00674006	HC 663	NON-REFLECTORIZED CERAMIC TRAFFIC BUTTONS (WHITE) - FURNISH & INSTALL	EA	150.00	\$6.00	\$900.00
Subtotal of Item E							\$24,930.00
F	STRUCTURE						
42	400-7010	7010	CEM STABIL BKFL	CY	90	\$150.00	\$13,500.00
43	400-7001	7001	STRUCTURAL EXCAVATION	CY	150	\$10.00	\$1,500.00
44	496-6008	6008	REMOVE STRUCTURE (BOX CULVERT)	LF	100	\$120.00	\$12,000.00
45	416-7005	7005	DRILL SHAFT (30 IN)	LF	360	\$820.00	\$295,200.00
46	420-7012	7012	CL C CONC (ABUT)	CY	40	\$3,000.00	\$120,000.00
47	422-7001	7001	REINF CONC SLAB	SF	1800	\$85.00	\$153,000.00
48	422-7013	7013	APPROACH SLAB	CY	48	\$1,600.00	\$76,800.00
49	425-7001	7001	PRESTR CONC GIRDER (TX28)	LF	238	\$425.00	\$101,150.00
50	450-7030	7030	RAIL (TY C1W)	LF	120	\$500.00	\$60,000.00
51	434-6002	6026	LAMINATED ELASTOMERIC BEARING PAD (Min. 50 DUROMETER)	EA	8	\$100.00	\$800.00
52	423-7001	7001	RETAINING WALL (MSE)-WING WALL	SF	400	\$10.00	\$4,000.00
53	500-6001	6001	MOBILIZATION (CRANE LIFTING GIRDER, EQUIPMENT ETC)	LS	1	\$165,000.00	\$165,000.00
54	454-7003	7003	ARMOR JOINT (SEALED)	LF	60	\$130.00	\$7,800.00
55	540-7002	7002	MTL W-BEAM GD FEN (STEEL POST)	LF	120	\$320.00	\$38,400.00
56	427-7004	7004	SILICONE RESIN PAINT FINISH	SF	600	\$3.00	\$1,800.00
57	432-7043	7043	RIPRAP STONE PROTECTION (18")	CY	420	\$250.00	\$105,000.00
Subtotal of Item F							\$1,155,950.00
G	STORM WATER POLLUTION PREVENTION PLAN						
58	H00162001	HC 162	SODDING FOR EROSION CONTROL (VARIOUS WIDTHS)	SY	200.00	\$10.00	\$2,000.00
59	H00165001	HC 165	HYDRO-MULCH SEEDING	AC	1.00	\$3,000.00	\$3,000.00
60	H00713001	HC 713	FILTER FABRIC FENCE, FURNISH AND REMOVE	LF	2,500.00	\$4.00	\$10,000.00
61	H00719001	HC 719	INLET PROTECTION BARRIER, FURNISH, INSTALL, AND REMOVE	LF	100.00	\$10.00	\$1,000.00
62	H00724001	HC 724	STABILIZED CONSTRUCTION ACCESS, FURNISH, INSTALL, AND REMOVE	SY	1,000.00	\$41.00	\$41,000.00
63	H00751001	HC 751	SWPPP INSPECTION AND MAINTENANCE	MO	10.00	\$800.00	\$8,000.00
Subtotal of Item G							\$65,000.00

H	** EXTRA WORK ITEMS-MISCELLENIOUS						
64	H00110002		SPECIAL ROADWAY EXCAVATION	CY	1,315.00	\$35.00	\$46,025.00
65	H00160001		FURNISHING AND PLACING TOPSOIL	CY	200.00	\$25.00	\$5,000.00
66	7306003		EXTRA MOWING	AC	2.00	\$500.00	\$1,000.00
67	H00672001		OFF-DUTY UNIFORMED PEACE OFFICERS	HR	500.00	\$65.00	\$32,500.00
68	H00671003		PORTABLE TRAFFIC BARRIER, FURNISH AND INSTALL	LF	500.00	\$20.00	\$10,000.00
69	5126025		PORTABLE TRAFFIC BARRIER, MOVE	LF	100.00	\$7.00	\$700.00
70	H0450002		COMBIINATION RAILING	LF	150.00	\$150.00	\$22,500.00
Subtotal of Item H							\$117,725.00

* Awarded vendor to submit a sample of specified items for inspection/approval by PID prior to order placement

** The extra work items are to be used only on the instructions of the field engineer on the job. No compensation will be received for any part of these items unless they are used on the job under the direction of the field engineer. Any additional items required over and above those listed above will have to be secured on a change-in-contract and are not to be used until they have been approved by the County Auditor and/or Commissioner Court. The amount subtotal for extra work items is to be included in the grand total of this bid.

***This figure should appear on the front cover of the Fort Bend County Bid Cover Sheet

